PA 18-94—sHB 5258
Judiciary Committee

AN ACT ADOPTING THE REVISED UNIFORM ARBITRATION ACT

SUMMARY: This act adopts the Revised Uniform Arbitration Act (RUAA). It codifies arbitration rules, standards, and common practices, some of which were previously not regulated by statute. It permits parties to waive or modify many of them, but specifically bars such waiver for other provisions or allows it only under specified circumstances (§ 4). The act covers:

1. agreements to arbitrate and their enforceability;
2. notice requirements;
3. court jurisdiction and procedures before the completion of an arbitration;
4. arbitrators' qualifications, information they must disclose, and powers;
5. arbitration proceedings; and
6. court proceedings after an award has been issued.

The act generally applies to agreements to arbitrate made on or after October 1, 2018. It does not repeal the existing law on arbitration proceedings (Chapter 909). Under the act, proceedings governed by any other laws (including those on highway and public works contract arbitrations; state and municipal employees; teachers and superintendents; and new car lemon law disputes) related to an agreement to arbitrate, whenever entered, are subject to the existing arbitration law unless:

1. all the parties agree in a record to be governed by the act and the agreement is allowed by other law or
2. another law provides that the proceeding is governed by the act's requirements.

The act also specifies that it does not affect an action or proceeding begun, or right accrued, before the act takes effect (§ 31). This provision may not be waived or modified.

The analysis below notes when the existing arbitration statutes contain provisions similar to the act. It also indicates which of the act's provisions cannot be waived or modified.

EFFECTIVE DATE: October 1, 2018

§ 2 — NOTICE

The act contains a general definition of notice. A person gives notice by taking reasonably necessary action to inform another in ordinary course, regardless of whether that person actually learns about it. A person has notice under this provision if he or she receives or learns about the notice.

Under the act, a person receives notice when it is brought to the person's

attention or is delivered to his or her home, office, or other location the person designated for delivery. "Persons" under the act include people, government entities, businesses, and other legal and commercial entities.

Also, as described below, the act has specific notice requirements, such as deadlines, in several of its provisions.

§ 5 — APPLICATIONS FOR JUDICIAL RELIEF

Applications for court relief under the act, other than appeals, must be filed by motion in Superior Court and heard in the manner provided by law or court rule for motions. Before a controversy arises, the parties may not waive or modify this provision.

The act also specifies that, unless a civil action involving the agreement to arbitrate is pending, notice of an initial court motion under the act must be served in the manner provided by law for service of a summons in a civil action. Otherwise, notice of a motion must be given in the manner provided by law or court rules for serving motions in pending cases.

§ 6 — AGREEMENTS TO ARBITRATE

The act specifies that an agreement in a record to submit to arbitration any existing or future controversy between the parties is valid, enforceable, and irrevocable except upon a ground that exists at law or in equity to revoke a contract. The parties may not waive this provision before a controversy arises.

Existing law specifies permissible methods for creating arbitration agreements (e.g., written contracts or other written agreements to submit controversies to arbitration) and similarly permits legal and equitable principles for the avoidance of written contracts to be grounds for making arbitration agreements invalid, revocable, and unenforceable (CGS § 52-408). Existing law also prohibits arbitration of child support, visitation, and custody disputes (CGS §§ 52-408 and 46b-66).

The act directs courts to decide whether an agreement to arbitrate exists or a controversy is subject to such an agreement. It directs arbitrators to decide whether a claim is ripe for arbitration and whether a contract containing an arbitration clause is enforceable.

The act specifies that if a party to a court proceeding challenges the existence of an agreement to arbitrate, or claims that a controversy is not subject to the agreement, the arbitration may continue pending the court's final resolution of the issue, unless the court orders otherwise.

§ 7 — MOTION TO COMPEL OR STAY ARBITRATION

Under the act, if a party files a motion alleging another person's refusal to arbitrate under an agreement, the court must order the parties to arbitrate if (1) it finds there is an enforceable agreement and (2) the refusing party does not appear or does not oppose the motion. If the refusing party opposes the motion, the court must summarily decide the issue and order the parties to arbitrate, unless it finds

that there is no enforceable arbitration agreement.

Under the act, the court may not refuse to order arbitration because the claim subject to arbitration lacks merit or grounds for the claim have not been established.

Existing law specifies that (1) applications for orders to proceed with (i.e., compel) arbitration must be made by writ of summons and complaint and (2) complaint allegations not answered within five days of the complaint's return date are deemed denied by operation of law. The court must hear the matter either at a short calendar session, as a privileged case, or otherwise, in order to dispose of the case with the least possible delay (CGS § 52-410).

The act permits people to file motions when an arbitration proceeding has been threatened or initiated and they claim that there is no arbitration agreement. As with motions to compel, the court must decide this issue summarily. If it finds that there is an enforceable arbitration agreement, it must order arbitration to proceed.

If a proceeding involving a claim referable to arbitration under an alleged agreement to arbitrate is pending in court, the act requires a motion under these provisions to be made in that court. Otherwise, a motion may be made in the appropriate court as provided below (see § 27).

The act provides that if a party makes a court motion to order arbitration, the court "on just terms" must stay any judicial proceeding that involves a claim alleged to be subject to the arbitration, until the court decides the matter.

Similarly, if a court orders arbitration, the court on just terms must stay any court proceeding that involves a claim subject to the arbitration. If some claims are not subject to arbitration, the court may order a partial stay, permitting the lawsuit to continue with respect to non-arbitrable issues.

The parties cannot waive or modify these provisions of the act.

Existing law permits the filing of motions to stay court proceedings. It has a similar standard for granting them, but unlike the act, specifically requires the moving party to show that he or she is ready and willing to proceed with the arbitration (CGS § 52-409).

§ 8 — PROVISIONAL REMEDIES

Under the act, before an arbitrator is appointed and authorized to act, the court, upon motion and for good cause shown, may enter orders for provisional remedies. The court may do so to protect the effectiveness of the arbitration proceeding. The act specifies that the court's authority is the same as if the controversy were the subject of a civil action.

After an arbitrator has been appointed and is authorized to act, the act allows the arbitrator to order provisional remedies, including interim awards, as necessary to protect the proceeding's effectiveness and promote the fair and expeditious resolution of the controversy, to the same extent as if it were a civil action.

Under the act, a party to an arbitration proceeding can make a court motion for provisional remedies only if the matter is urgent and the arbitrator is not able to act in a timely manner or the arbitrator cannot provide an adequate remedy.

The act specifies that a party filing a court motion for provisional relief does not waive his or her right to arbitration by doing so.

Parties to arbitration agreements can waive the act's provisional remedy provisions, or make other agreements on such issues, only after a particular controversy arises.

Existing law authorizes courts to issue provisional remedies (i.e., pendente lite orders) throughout the arbitration process to protect parties' rights and secure enforcement if an award in their favor is ultimately issued and confirmed (CGS § 52-422).

§ 9 — INITIATION OF ARBITRATION

The act creates an exception to the general rule for notices when a party seeks to initiate an arbitration proceeding. It specifies that unless the parties have agreed otherwise, they must do this by certified or registered mail, return receipt requested and obtained, or by a service method (such as personal delivery) permitted for beginning a civil lawsuit. The notice must describe the controversy and the requested remedy. Before a controversy arises, parties may not agree to unreasonably restrict the right to such notice of the initiation of an arbitration proceeding.

Parties who appear at the arbitration hearing waive objections based on lack or insufficiency of notice unless they object by the beginning of the hearing.

§ 10 — CONSOLIDATION OF SEPARATE PROCEEDINGS

Unless the arbitration agreement prohibits it, the act permits the court to order consolidation of separate arbitration proceedings as to all or some claims, upon motion of a party. The act allows this if:

1. there are separate agreements to arbitrate or separate arbitration proceedings between the same people or entities, or one of them is a party to a separate agreement to arbitrate or a separate arbitration with a third person;
2. the claims arise in substantial part from the same transaction or series of related transactions;
3. the existence of a common issue creates the possibility of conflicting decisions in the separate proceedings; and
4. prejudice from a failure to consolidate is not outweighed by the risk of undue delay, prejudice, or hardship to parties opposing consolidation.

§§ 11-14 — ARBITRATORS

Appointing Arbitrators (§ 11)

The act permits parties to agree on a method for appointing an arbitrator (or arbitration panel) and requires them to follow it unless the method fails. But it requires the court to appoint an arbitrator on motion of any party if (1) the parties cannot agree on a selection method, (2) the agreed-upon method fails, or (3) an appointed arbitrator fails or is unable to act and a successor has not been

appointed. Court-appointed arbitrators have all the powers of the arbitrator designated in the arbitration agreement or appointed pursuant to the agreed-upon method.

The act's provisions are similar to existing law, although existing law specifies that such proceedings be initiated and decided in the same way as applications to proceed with arbitrations (CGS § 52-411). Existing law also specifies that when a substitute or additional arbitrator is appointed to a case where evidence has already been presented, the matter must be reheard unless the parties agree otherwise in writing (CGS § 52-414).

The act prohibits a person with a known, direct, and material interest in the outcome of the proceeding, or a known, existing, and substantial relationship with a party, from serving as a neutral arbitrator.

Required Disclosures by Arbitrators (§ 12)

Under the act, before accepting appointment to serve as arbitrator, a person must make reasonable inquiry and disclose to all parties and to any other arbitrators any known facts that a reasonable person would consider likely to affect his or her impartiality. This includes any (1) financial or personal interest in the outcome and (2) existing or past relationship with any of the parties, their counsel or representatives, a witness, or another arbitrator.

Arbitrators must continue to disclose facts that they learn after accepting appointment that a reasonable person would consider likely to affect the arbitrator's impartiality.

The act specifies that before a controversy arises, the parties may not agree to unreasonably restrict the right to disclosure by a neutral arbitrator under these provisions.

The act allows a court, upon a timely objection, to vacate an arbitration award if the arbitrator (1) did not disclose a fact that he or she should have or (2) disclosed such a fact and the party, based upon that disclosure, objects to the arbitrator's appointment or continued service.

The act provides that a person appointed as a neutral arbitrator who does not disclose a known, direct, and material interest in the proceeding's outcome or a known, existing, and substantial relationship with a party is presumed to have acted with evident partiality. It also specifies that parties who have agreed to the procedures of an arbitration organization or any other procedures for challenges to arbitrators before an award is made must comply substantially with those before asking a court to vacate an award on evident partiality grounds.

Arbitration Panels – Decision by Majority (§ 13)

Unless the parties agree otherwise, the act specifies that when more than one arbitrator is designated to decide an issue (i.e., a panel), the decision of a majority must be obtained. But all must conduct an arbitration hearing. This is consistent with existing law (CGS § 52-414).

Immunity and Related Issues (§ 14)

The act gives an arbitrator and an arbitration organization, acting in those

capacities, the same immunity in civil lawsuits as Superior Court judges have when acting in their judicial capacity. (By law, judges are immune from liability for actions taken in their judicial capacity.) The act provides that (1) this immunity supplements any immunity under other law and (2) an arbitrator's failure to disclose information as described above (see § 12) does not strip him or her of this immunity.

Under the act, arbitrators and arbitration organization representatives (1) are not "competent to" (i.e., cannot) testify in judicial, administrative, or similar proceedings and (2) may not be required to produce records concerning any statement, conduct, decision, or ruling occurring during the proceeding to the same extent as a judge acting in a judicial capacity. But this does not apply (1) if testimony or records are needed to determine an arbitrator's or arbitration organization's claim against a party to the proceeding (such as for unpaid fees) or (2) to a hearing on a motion to vacate an award when the moving party establishes a prima facie case (i.e., makes a preliminary showing) of specified grounds to vacate, such as arbitrator misconduct.

The act requires courts to award arbitrators and arbitration organizations or their representatives attorney's fees and other reasonable costs of litigation when they are sued or a person seeks to compel them to testify or produce records but the court finds they are immune from civil liability or incompetent to testify.

These provisions of the act cannot be waived or modified.

§§ 15-21 — ARBITRATION PROCEEDINGS

General Authority (§ 15(a))

The act permits arbitrators to handle proceedings in the manner they consider appropriate for a fair and expeditious disposition. They may hold conferences with the parties before the hearing and, among other things, determine the admissibility, relevance, material value, and weight of evidence.

Summary Disposition (§ 15(b))

Under the act, arbitrators may decide claims or issues summarily (1) if all interested parties agree or (2) when one party requests this and gives notice of the request to all other parties and the other parties have a reasonable opportunity to respond.

Hearings (§ 15(c) and (d))

Under the act, if the arbitrator orders a hearing, he or she must set a time and place and give notice at least five days in advance. Unless a party objects to the lack or insufficiency of notice by the beginning of the hearing, his or her appearance at the hearing waives the objection. Existing statutes do not (1) specify how much advance notice parties must receive or (2) provide for the waiver of objections to the adequacy of hearing notices.

The act specifies that a party to an arbitration hearing has a right to (1) be heard, (2) present evidence material to the controversy, and (3) cross-examine witnesses.

It provides that hearings may be adjourned on the arbitrator's initiative or if any party requests it and shows good cause. It specifies that hearings cannot be postponed to a time later than that fixed by the arbitration agreement for making the award unless the parties consent. Existing law contains similar provisions (CGS § 52-413).

The act authorizes the arbitrator to proceed and decide controversies upon the evidence presented even if a duly notified party does not appear. This is consistent with existing law (CGS § 52-414).

The act specifies that a party may request the court to direct an arbitrator to conduct the hearing promptly and render a timely decision.

Existing law also specifies that an arbitrator, upon request of all parties, may request a court to give a decision on any question arising at the hearing, if the parties agree in writing to be bound by the court's decision (CGS § 52-415).

Replacement Arbitrator

Under the act, if an arbitrator ceases serving in that role or is unable to do so during a proceeding, a replacement must be appointed under the act's procedures for appointing arbitrators (see § 11).

Representation by Attorney (§§ 3 & 16)

The act specifies that a lawyer may represent a party to an arbitration proceeding, but it permits post-controversy agreements to the contrary. The act also allows employers and labor organizations to waive their right to a lawyer in labor arbitration.

Subpoenas, Depositions, and Discovery (§ 17)

As under existing law (CGS §§ 52-412 & -414), the act gives arbitrators the power to administer oaths and issue subpoenas directing witnesses to attend and produce documents at any hearing. It directs them to serve subpoenas in the same way as for civil actions, and it permits parties or the arbitrator to file a court motion and have a judge enforce the subpoena in the same manner as in a civil action.

Under existing law, both arbitrators and others legally authorized to issue subpoenas (such as a party's lawyer) may issue these subpoenas (CGS § 52-412). It appears that, under the act, only arbitrators may do so unless the parties agree otherwise after a controversy has arisen.

The act permits arbitrators, in order to make the proceedings fair, expeditious, and cost-effective, to permit parties to take depositions for use as evidence at the hearing, including depositions of witnesses who cannot be subpoenaed for, or are unable to attend, a hearing. The arbitrator must specify the conditions for the depositions.

Parties can waive the above rules or make other agreements after a controversy arises.

Under the act, arbitrators may also permit the parties to engage in discovery that is appropriate under the circumstances. The arbitrator must consider the needs of the parties and other affected persons and the desirability of making the

proceeding fair, expeditious, and cost-effective. When discovery is permitted, arbitrators can, to the extent a court could in a civil action, order parties to comply, issue discovery subpoenas, and take action against people who fail to comply.

The act authorizes the arbitrator to issue a protective order to prevent the disclosure of privileged or confidential information, trade secrets, and other information protected from disclosure to the extent a court could in a civil action. It specifies that all laws compelling a person under subpoena to testify and all witness fees applicable in civil actions also apply to arbitrations.

The act permits courts to enforce an arbitrator's subpoena or discovery-related orders for the attendance of witnesses within the state or for the production of records or other evidence in connection with out-of-state arbitrations, upon conditions the court sets to make the arbitration proceeding fair, expeditious, and cost-effective. Existing law does not directly reference out-of-state arbitrations (CGS § 52-414).

The act requires subpoenas or discovery-related orders from out-of-state arbitrators to be served in the manner provided under Connecticut law for serving subpoenas in a civil action. A party or the arbitrator can bring a motion to enforce the order in the same manner under law as for enforcement of subpoenas in civil actions in the state.

Pre-award Rulings (§ 18)

Under the act, if an arbitrator makes a pre-award ruling (i.e., an interim ruling disposing of only some issues or claims), the party may request the arbitrator to incorporate that ruling into the arbitration award. The prevailing party may file a court motion for an expedited order confirming the award, which the court must decide summarily. The court must issue an order to confirm the award unless the court vacates, modifies, or corrects it on grounds specified by the act (see below, §§ 23 and 24). These provisions of the act cannot be waived or altered by agreement.

Awards (§ 19)

Under the act, the arbitrator must make a record of his or her award. Any arbitrator concurring with it must sign or otherwise authenticate it. Either the arbitrator or the arbitration organization must give notice and a copy of the award to each party. The award must be made within the time specified by the agreement to arbitrate, or if not specified, within the time ordered by the court.

These provisions are generally consistent with existing law, although existing law specifies that when the parties' agreement is silent, the time limit is 30 days from the close of the hearing or from the date fixed for the submission of materials to the arbitrator (such as briefs) after the hearing concludes (CGS § 52-416).

Under the act, courts can extend the time for the arbitrator to make the award or the parties may agree in a record to extend it. The court or the parties may do so within or after the time specified or ordered. A party waives any objection that the award was not timely unless he or she objects to the arbitrator before receiving

notice of the award. Existing law specifies that an award issued after time limits have expired has no legal effect unless the parties have agreed in writing to an extension or ratification (CGS § 52-416).

Motions to the Arbitrator to Modify or Correct (§ 20)

Under the act, parties may ask the arbitrator by motion to modify or correct an award for the following reasons:

1. evident mathematical miscalculation or mistake in the description of a person, thing, or property referred to in the award;
2. the award is imperfect in a matter of form not affecting the merits of the decision;
3. the arbitrator has not made a final and definite award on a claim that was submitted for arbitration; or
4. to clarify the award.

Such motions must be filed within 20 days after the moving party receives notice of the award, and he or she must give notice to all parties within that time. Objections must be filed within 10 days of receipt.

When a party has filed a court motion to confirm, vacate, modify, or correct an award (see below, §§ 22, 23, & 24), the act allows the court to return the matter to the arbitrator to consider whether to modify or correct the award for any of the reasons specified above for such motions to the arbitrator. Parties cannot waive or vary this provision.

Remedies (§ 21)

The act permits arbitrators to award punitive damages or other exemplary relief when such an award is authorized by law in a civil action involving the same claim and the evidence justifies the award under the legal standards that otherwise apply. If the arbitrator issues such an award, he or she must specify in the award the factual justification and legal authorization and state separately the amount of the punitive damages or other exemplary relief.

The act also permits arbitrators to award reasonable attorney's fees and other arbitration costs if this is authorized by law in a civil action involving the same claim or by the agreement of the parties. It specifies that an arbitrator's expenses and fees, together with other expenses, must be paid as provided in the award.

For all other remedies, the act authorizes arbitrators to fashion such remedies as they consider just and appropriate under the circumstances.

Existing law does not expressly address allowable remedies. Parties may raise this issue in a motion to vacate, claiming that the arbitrator did not have the authority to order a particular remedy.

§§ 22-25 — POST-ARBITRATION COURT PROCEEDINGS

Motion to Confirm (§ 22)

The act permits parties to file court motions to confirm an arbitrator's award and requires courts to grant them unless the (1) arbitrator or court modified or corrected the award or (2) court vacated the award. This rule cannot be waived or

modified.

Existing law requires such motions to be filed within one year of the award (CGS § 52-417), but the act does not specify a time limit. Existing law also requires parties applying for these orders (and for orders to modify or vacate an award) to include various specified documents with the motion (CGS § 52-421).

Motion to Vacate (§ 23)

The act generally requires parties to file motions to vacate within 30 days of receiving notice of the original, modified, or corrected award. If the moving party alleges that the award was procured by corruption, fraud, or other undue means, he or she must file the motion within 30 days after (1) learning this information or (2) he or she would have learned the information in the exercise of reasonable care.

Under existing law, motions to vacate must be filed within 30 days of receipt of the notice of an award (CGS § 52-420).

If such a motion is filed, the act requires courts to vacate an award if:

1. it was procured by corruption, fraud, or other undue means;
2. there was (a) evident partiality by an arbitrator appointed as a neutral arbitrator, (b) corruption by an arbitrator, or (c) misconduct by an arbitrator prejudicing a party's rights;
3. an arbitrator refused to postpone the hearing upon showing of sufficient cause, refused to consider material evidence, or otherwise substantially prejudiced a party's rights by the manner of conducting the hearing;
4. an arbitrator exceeded his or her powers;
5. there was no agreement to arbitrate, unless the person participated in the proceeding without raising this objection before or when the hearing began; or
6. the arbitration was conducted without proper notice and a party's rights were substantially prejudiced as a result.

Existing law establishes the first four criteria as grounds for vacating an award. It also requires the court to vacate an award when an arbitrator carried out his or her authority so imperfectly that the resulting award is not mutual, final, or definite (CGS § 52-418).

Under the act, courts that grant a motion to vacate may order re-hearings unless the reason for vacating the award is lack of agreement to arbitrate. If the reason for vacating is the arbitrator's corruption, misconduct, or similar reasons under (1) or (2) above, a different arbitrator must conduct the rehearing. Otherwise, the court may permit the initial arbitrator to conduct the rehearing. Arbitrators must render decisions on rehearings within the deadlines for issuing an original award (see § 19).

Under existing law, courts may direct rehearings when the time limits for issuing an award have not expired. They must do so in labor arbitration proceedings, regardless of these time limits, unless a party shows that there is no issue in dispute (CGS § 52-418).

Under the act, courts that deny a motion to vacate must confirm the award, unless a motion to modify or correct is pending.

The parties cannot waive or modify these provisions by agreement.

Motions to Modify or Correct (§ 24)

Under the act, courts must grant motions to modify or correct for some of the same reasons that arbitrators can grant such motions (i.e., evident mathematical errors or mistaken identifications in the award, and formal defects). Courts must also do so when the arbitrator makes an award on a claim that the parties did not submit to him or her, so long as the award can be corrected without affecting the merits of the arbitrator's decision on the submitted claims. Existing law contains similar provisions (CGS § 52-419).

These court motions must be filed within 90 days of receiving notice of (1) the original award or (2) the award as modified or corrected by the arbitrator. If the court grants the motion, it must modify or correct the award and confirm it. If it denies the motion, it must confirm the award unless a motion to vacate is pending. The existing limitation period for filing these motions is 30 days from notice of the award (CGS § 52-420).

Under the act, courts may join proceedings arising from motions to vacate and to modify or correct.

The parties cannot waive or modify these provisions.

Judgment and Costs (§ 25)

Generally similar to existing law (CGS § 52-421), the act provides that a court order confirming, modifying, or correcting an award, or vacating an award without directing a rehearing, may be enforced as any other judgment in a civil action.

The act allows the court to award reasonable costs of the motion and subsequent court proceedings to the prevailing party.

The parties cannot waive or modify these provisions.

§ 26 — COURT JURISDICTION

The Superior Court has exclusive jurisdiction to enter judgment on arbitration awards under the act when the arbitration agreement provides for arbitration in the state. The Superior Court can enforce other arbitration agreements if it has jurisdiction over the dispute and the parties. Once a controversy arises, parties can make other agreements about jurisdiction.

§ 27 — VENUE

Motions for judicial relief under the act must be filed in (1) the judicial district where the arbitration agreement specifies the hearing will be held or (2) the district where it was held. Otherwise, motions may be filed (1) in any judicial district in Connecticut where an adverse party resides or has an office or (2) if no adverse party has a residence or office in Connecticut, in any Connecticut Superior Court. Unless the court directs otherwise, subsequent motions must be made in the court hearing the initial motion.

Existing law provides that several specified court motions related to arbitration must be brought in the judicial district in which one of the parties resides or, in a controversy concerning land, in the district where the land is situated.

§ 28 — APPEALS

Unless the parties have agreed otherwise after a particular controversy has arisen, the act allows appeals to be taken from a Superior Court order:

1. denying a motion to compel arbitration,
2. granting a stay of arbitration proceedings,
3. confirming or denying confirmation of an award,
4. modifying or correcting an award,
5. vacating an award without directing a rehearing, or
6. of final judgment in a covered proceeding.

It specifies that the same rules that apply to appeals from court orders or judgments in civil matters apply to these appeals.

Existing law does not address appeals from the denial of a motion to compel arbitration or the granting of a stay of arbitration proceedings.

§ 29 — UNIFORM CONSTRUCTION

The act directs that, in applying and construing this uniform act, consideration be given to the need to promote uniformity of the law with respect to its subject matter among states that enact it. This provision cannot be waived or modified by the parties.

§ 30 — RELATIONSHIP TO E-SIGN ACT

The act provides that its provisions governing the legal effect, validity, or enforceability of electronic records or signatures and of contracts that contain them conform with § 102 of the federal Electronic Signatures in Global and National Commerce Act (P.L. 106-229), which regulates the use of electronic records and signatures in interstate and foreign commerce.

This provision cannot be waived or modified by the parties.

§ 32 — INTEREST ON AWARDS

The act sets a 10% interest rate on arbitration awards owed but not paid. This is the same rate that applies to other types of arbitration awards and unpaid civil damages under existing law. The parties cannot waive or modify this provision.