

Emergency Arbitrator Appointment

(Rule 37 of the ICAMEK Arbitration Rules for emergency measures in cases of extraordinary urgency).

An emergency arbitrator is a temporary sole arbitrator appointed to deal with an application for emergency relief in circumstances of extraordinary urgency which cannot await the constitution of the arbitral tribunal. An emergency arbitrator's power is limited to decisions on emergency measures and does not extend to any decisions on the merits of the case. It is important to note that the availability of emergency arbitrator provisions under the Rules does not prevent a party from seeking urgent interim relief from the courts.

This application form should be sent to ICAMEK in duplicate, together with the specified non-refundable appointment fee.

No emergency arbitrator may be appointed after the arbitral tribunal has been constituted.

Details of Parties to the dispute and their Representation:

Claimant/First Party*

Physical Address:

Telephone:

Country:

Email Address:

Represented by*

Physical Address:

Telephone:

Country:

Email Address:

Respondent/Second Party*

Physical Address:

Telephone:

Country:

Email Address:

Represented by*

Physical Address:

Telephone:

Country:

Email Address:

***Delete as applicable or add, if necessary, names of other parties or representatives.**

ICAMEK Case

Reference (if applicable)

Please provide a statement certifying that all other parties of the Arbitration have been notified of this request for emergency Arbitration

Description of the parties' dispute, including any currently known claims or counterclaims for the relief:

[Large empty grey box for dispute description]

Amount of claim
(if applicable)

[Grey input box for amount of claim]

Amount of counterclaim
(if applicable)

[Grey input box for amount of counterclaim]

Unilateral application for the appointment of a Mediator

Place of the emergency proceedings (if any)

[Grey input box for place of emergency proceedings]

Place of the emergency proceedings (if any)

[Grey input box for place of emergency proceedings]

Language of the proceedings (if any)

[Grey input box for language of proceedings]

Explain why the request for emergency relief cannot await the constitution of the arbitral tribunal:

Please provide a statement regarding whether, and if so, why, harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially

Please provide a statement regarding whether, and if so, why, there is a reasonable possibility that the applicant will succeed

Icamek may effect service either physically or electronically, please ensure that both the email and physical addresses provided for the respondent and the claimant are correct and the most current.

Preference for the Emergency Arbitrator's background and skills

Knowledge/Profession

Experience required as arbitrators (if any)

Professional specialist expertise (if any)

Your application is accepted on the basis that the information you provide is both accurate and complete. The liability of ICAMEK and the appointed arbitrator in relation to the appointment may be restricted if the information provided is inaccurate or Incomplete.

I, the Applicant, confirms the following:

- An agreement between the parties dated allows for or includes the provision that in the event of a dispute, the ICAMEK Arbitration Rules shall apply.
- A copy of the parties' arbitration agreement is attached.
- A copy of the Notice of Arbitration is attached.
- The Notice of Arbitration has been received by the Respondent.
- Any additional information or documentation or documentation may contribute to an efficient and fair consideration of the application are attached.
- Any condition precedent to the right of either party to make a unilateral application for the appointment of an emergency arbitrator has been satisfied and particulars of this, if any are attached.

It is further agreed as a condition of such an appointment:

- To pay the reasonable fees and expenses of the emergency arbitrator;
- To make payment towards such fees and expenses to the bank account, and within the timeframe, directed by the emergency arbitrator;
- To inform the emergency arbitrator and the ICAMEK promptly in the event of the settlement of the dispute before any decision is rendered by the emergency arbitrator; and
- That it is acknowledged that the ICAMEK is not liable, by reason of having appointed or nominated the emergency arbitrator, for anything done or omitted to be done by the emergency arbitrator in the discharge or purported discharge of his/her functions.

Name:

Signature:

DATE (dd/mm/yy)

(Insert a clear image of your signature)

Capacity:

(as, or for and on behalf of, Claimant)

"PLEASE FILE THIS REQUEST ELECTRONICALLY AT " file@icamek.org".