

ICA BYLAWS AND RULES – APPENDICES

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Appendix A1: Contract Form

The ICA e contract form is at www.ica-ltd.org.

Appendix A2: Quality Arbitration Time Lines

(Agreed by the Board 31 October 2020)

Appendix A2

"Appendix A2 - Quality Arbitration Time Lines" – "Appendix A: Contract Form" becomes "Appendix A1: Contract Form"

Ref No.	Subject	Bylaw/Rule Number	Action	Starting Date for the Time Limit	Time Limit	Notes
1	Country Damage	Rules 207b/208b	Separate the damaged bales and make a claim	Date of weighing or devanning, whichever is later	7 days	Must be within both time limits
2				Arrival of the conveyance at the location or point of delivery stated on the bill of lading	42 days	
3	Bale Tare	Rule 215.2	Measure the actual tare	Date of arrival	28 days	
4	Gross Shipping Weights	Rule 218.1	Measure the Gross Shipping Weights	Date of sampling and before shipment, or other date agreed by the two parties	28 days	
5		Rule 218.2	Measure the Gross Landing Weights	Date of arrival	28 days	
6	Bale weighing	Rule 219	If the buyer does not weigh the total shipment within the time limit, the unweighed bales will be calculated in accordance with this rule.	Date of arrival	28 days	
7	Variation in weight	Rule 220	Notify the variation in weight	Date of arrival	49 days	

8			Notify the seller in writing of any quality claim	Arrival of cotton at the point of delivery	28 days	
9	Sampling and quality claim	Rule 223.2	Parties to provide names of their Controller or Nominated Representative to supervise sampling	Notification in writing of any claim	14 days	
10		Rule 223.3	If either party fails to nominate their Controller or Nominated Representative this time limit and reply to the claim of the other, the other party may proceed with sampling by a Member Controller.	Notification in writing of any claim	14 days	
11		Rule 223.4	Samples to be used in any manual or instrument test based quality arbitrations, should be drawn with this time limit	Notification in writing of any claim	28 days	
12	False packed, mixed packed and plated bales	Rule 227.1	Make a claim	Date of arrival	6 months (26 weeks)	
13			Set bales for inspection	Date of claim	28 days	
14			Seller to take back the cotton	Date of claim being proved	14 days	
15	Foreign matter	Rule 227.4	Make a claim	Date of arrive	6 months (26 weeks)	
16			Set aside bales for inspection	Date of claim made	28 days	

17	Country damage	Rule 228	Complete the survey	Date of claim in accordance with Rules 207/208	14 days	Whichever is earlier
18				Date of arrival	56 days	
19			If either party fails to nominate their Controller or Nominated Representative, the other party may proceed by a Member Controller.	Date of claim in accordance with Rules 207/208	14 days	
20	Internal moisture	Rule 229, Bylaws 337 to 341	Make a claim	Date of arrival	42 days	
21			Produce a report from a mutually agreed laboratory and final claim	Date of arrival	63 days	
22	Instrument testing	Rule 233.6	Retain samples if tested by a non-certified laboratory (in case of a second test)	Date of first test	35 days	
23		Rule 233.7	Request a second test	Date of first test	21 days	
24	Appointment of arbitrators	Rule 333	Second firm to appoint an arbitrator	Date of arbitration commencement	14 days	
25			Objection to the appointment of an arbitrator	Date of appointment of an arbitrator	7 days	
26			Rule 335.1	Objection to the appointment of an arbitrator	Date of appointment of an arbitrator	7 days

27		Rule 335.2	Ask the President to make a compulsory appointment of an arbitrator	Date of being requested to appoint an arbitrator or a replacement arbitrator of a substantiated and valid objection to a nomination	14 days	
28		Rule 335.3	President to make a compulsory appoint of an arbitrator	Date of ICA's notice	14 days	
29		Rule 335.4	Objection to the appointment of an arbitrator or a member of the appeal committee	Date of receiving notice of appointment	7 days	
30		Rule 335.7	Objection to the President's compulsory appointment of an arbitrator	Date of receiving notice of appointment	7 days	
31	Revoke the authority of an arbitrator	Rule 336.3	Revoke an appointment of a sole arbitrator	Date of appointment of an arbitrator or the arrival of the samples at the place of arbitration, whichever is the later.	21 days	
32			Revoke appointment of two arbitrators	Date of appointment of an arbitrator or the arrival of the samples at the place of arbitration, whichever is the later.	21 days	
33			Revoke appointment of the umpire	Date of appointment	7 days	
34		Rule 336.4	Objection to the revoking	Date of notice of revoking	7 days	
35	Manual and instrument quality arbitration	Bylaw 337.1	Commence arbitration	Date of notification in writing of any claim	42 days	

36			Send samples to place of arbitration and/or place of testing	Date of arrival	56 days	
37	Arbitration award	Bylaw 339.2	Arbitrators may make an award if an agreed allowance is not paid	Date of the test report being issued	14 days	
38	Standards	Bylaw 343	Confirm the standards and standards become effective	Date of written notice of proposed changes	14 days	
39	Anonymous arbitration	Bylaw 349.5	President to appoint an umpire	Date of arbitrators not agreeing on an award	21 days	
40		Bylaw 349.6	President to appoint a new arbitrator or a new umpire	Date of an arbitrator unable to act, or an umpire does not give his written decision	7 days	
41	Quality appeals	Bylaw 352.2	Must receive the payment within the time limit otherwise the appeal will be dismissed	Date of the invoice for application fee	14 days	

Appendix B: Container Trade Rules Agreement

This agreement is between
The International Cotton Association Limited
and the American Cotton Shippers Association
(Amended 19 November 1992)

Agreement

(Please read Rule 204)

Section A: Definitions

In this agreement, unless there be something in the context inconsistent therewith, the following expressions shall have the following meanings:-

- 1 'Container yard' or 'CY' mean a location where containers may be parked, picked-up or delivered full or empty. A container yard may further be a place of loading/stuffing by a shipper or unloading/de-vanning by a receiver of cargo, and/or where water carrier accepts custody and control of cargo at origin.
- 2 'Container freight station' or 'CFS' mean a location where the water carrier and/or its agent is loading or unloading containers under their control.
- 3 'House to', 'container yard to' or 'door to' mean shipper-controlled loading at a location determined by the shipper. All costs beyond point of loading, as well as the cost of providing containers, at House/CY/Door are for the account of the party responsible for freight booking.
- 4 'Pier to' or 'container freight station to' mean carrier-controlled loading where the cargo is delivered to the carrier at a pier or container freight station.
- 5 'To house' or 'to container yard or 'to door' mean deliver to consignee's location (warehouse or mill) upon arrival at port of destination.
- 6 'To pier' or 'to container freight station' mean carrier will de-van container at pier at port of destination or at a container freight station.

Note: Responsibilities of the buyer and seller for the costs and charges relating to Definitions 3 to 6 are given at Annex 1.

- 7 'Mini-bridge' means cargo carried by rail or substitute transportation from US port area to another US port area for onward transportation in containers on water. Intermodal bill of lading is issued by the water carrier at originating port covering transport to the overseas destination.
- 8 'Micro-bridge' means cargo moving directly from interior point by rail or substitute transportation (either in containers or other equipment) to port for onward transportation in containers on water. Intermodal bill of lading is issued by the water carrier at interior loading point covering transport to the overseas destination.
- 9 'Land-bridge' means cargo arriving by water carrier, and moving from one coast to another via rail for onward transportation on water.

- 10 'Free carrier - named point', 'interior point intermodal' or 'IPI' mean the seller fulfils his responsibility when he delivers the cargo into the custody of the water carrier at the named point. If no precise point can be mentioned at the time of contract of sale, the parties should refer to the place or range where the water carrier should take the cargo into his charge.
- 11 'Shippers load and count' means the shipper assumes responsibility for the contents of the container (CY loading).
- 12 'Inter-modal bill of lading' or 'combined transport document' mean a negotiable document issued by a water carrier after receipt of container or cotton on board a rail car or other transport equipment.
- 13 'Bunker adjustment factor', 'BAF', 'fuel adjustment factor' or 'FAF' mean a charge added to the base freight rate to cover extraordinary increases in fuel costs which are beyond the control of the carrier.
- 14 'Currency adjustment factor' or 'CAF' mean a charge, generally expressed as a percentage of base freight, that attempts to compensate for extraordinary fluctuations in currency relationships to the US Dollar which is the 'tariff currency'.
- 15 'Terminal receiving charge', 'TRC', 'terminal handling charge', 'THC', 'Container yard charge' or 'CYC' mean a charge, added to the base freight rate by the carrier, which reflects the costs of handling cotton from place of receipt at the terminal to on board vessel.
- 16 'Origin receiving charge or 'ORC' mean a charge, added to the base freight rate, which reflects the cost of handling cotton from place of receipt at origin to on board intermodal conveyance.

Section B: Trade Rules

Every contract for the shipment of US cotton in containers from US ports shall, unless there be anything inconsistent therewith explicitly or impliedly stated in the contract or subsequently agreed thereto by the parties to the contract, be deemed to provide that should there be a dispute concerning such contract, it shall be settled between the parties or by arbitration in accordance with the following rules:

- 1 Shipment: Cotton may be shipped by water and/or intermodal transportation at the option of the party responsible for freight booking. All charges imposed by the carrier, whether included in the freight rate, shown as separate item(s) in the bill of lading, or billed separately, are for the account of the party responsible for the freight booking. However if the seller elects to use a CFS facility, then the difference between CFS and CY charges at such location shall be for seller's account.
- 2 Providing containers and transport: The party responsible for freight booking is obliged to provide containers in time for transport and loading within contracted shipping month at the port(s) or point of origin stated in the contract.
- 3 Date of shipment: In case of intermodal transportation, the date of the intermodal bill of lading shall constitute the date of shipment.
- 4 Insurance: In case of FOB/FAS/C&F or "Free Carrier - (Named Point)" sales, buyer's insurance to cover all risks from the time the cotton is shipped or on board or is accepted into the custody and control of the water carrier, whether advised or not.
- 5 Full container load (FCL):
 - a Unless otherwise stated, sales should be based on freight rates for full forty-foot container loads. Any extra charges for overflow bales or minimum charges shall be paid by the party responsible for freight booking.
 - b If quantity is expressed in containers it shall mean:
 - i origin Gulf Area: about 78 bales per forty-foot container;
 - ii origin West Coast: about 83 bales per forty-foot container;

Containers other than forty-footers may be substituted for 'house to pier' or 'pier to pier' shipments only.
- 6 Loading and unloading: It shall be seller's choice to load at 'house/CY' or 'pier/CFS', and buyer's choice to unload at 'house/CY' or 'pier/CFS'. However, seller shall 'ship to pier', unless specifically instructed by buyer to 'ship to house'.
- 7 Weighing: Unless otherwise agreed, 'pier to house' and 'house to house' shipment shall be understood to mean 'net certified shipping weights final'.

8 Sampling:

- a Buyer may ask seller to by-load samples, subject to seller's agreement. Any extra charges shall be for the buyer's account.
- b In case of 'pier to house' or 'house to house' shipments, normal arbitration rules shall apply, except that sampling may take place on buyer's premises under supervision. Sampling expenses are for the buyer's account.

9 Missing bales: In case of shipper's load and count, seller is liable for the contents of the container. Unless otherwise agreed between buyer and seller, any claim must be supported by certificates issued by seller's controller stating the container serial and seal number and certifying that the seal was intact. However, in shipments involving 'pier to house' or 'house to house' movements and when seals are broken by customs or other authorities at port of entry container must be re-sealed and both the original seal and new seal numbers provided to shipper's controller.

10 Payment:

- a Letter of credit payment: Letter of credit must allow inter-modal bill of lading.
- b Cash against documents on first presentation: Buyer must pay against inter-modal bill of lading.
- c Cash on Arrival: Buyer shall pay against the bill of lading upon arrival of the vessel at the destination named in the bill of lading.

However, if the containers are on-carried by feeder vessels or other means, payment shall be made upon arrival of the feeder vessels or on-carrying conveyance at the final destination named in the contract.

In case of seller's freight booking, if any containers are not on board the vessel named in the bill of lading, buyer shall have the right to claim against the seller for refund of interest until actual arrival of the container(s). This is not applicable if shipment by container vessel is required by buyer subsequent to entering into the contract.

Delineation of responsibility for cost and performance

House to house

		FOB		FAS		CIF		C&F	
		Responsibility for		Responsibility for		Responsibility for		Responsibility for	
		Cost	Performance	Cost	Performance	Cost	Performance	Cost	Performance
1	Draying of empty container to point of stuffing	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
2	Stuffing	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
3	Transport of full container to point of loading on railroad or vessel	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
4	Lift on charges	Included in freight							
5	Freight	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
6	Lift off charges to ship's rail	Included in freight							
7	Clearance and port/terminal charges after ship's rail	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
8	Transport of container to point of destination	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
9	De-vanning	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer

House to pier

		FOB		FAS		CIF		C&F	
		Responsibility for		Responsibility for		Responsibility for		Responsibility for	
		Cost	Performance	Cost	Performance	Cost	Performance	Cost	Performance
1	Draying of empty container to point of stuffing	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
2	Stuffing	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
3	Transport of full container to point of loading on railroad or vessel	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
4	Lift on charges	Included in freight							
5	Freight	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
6	Lift off charges to ship's rail	Included in freight							
7	Clearance and port/terminal charges after ship's rail	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
8	De-vanning at point of arrival or CFS	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier
9	Transport of cotton to warehouse or mill	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer

Note 1: Normally included in freight charge. If not included buyer bears cost.

Pier to pier

		FOB		FAS		CIF		C&F	
		Responsibility for		Responsibility for		Responsibility for		Responsibility for	
		Cost	Performance	Cost	Performance	Cost	Performance	Cost	Performance
1	Delivery of cotton to point of shipment or CFS	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
2	Stuffing	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier
3	Lift on charges	Included in freight							
4	Freight	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
5	Lift off charges to ship's rail	Included in freight							
6	Clearance and port/terminal charges after ship's rail	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
7	De-vanning at point of arrival or CFS	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier
8	Transport of cotton to warehouse or mill	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer

Note 1: Stuffing and de-vanning charges normally included in freight. If not included, seller bears cost of stuffing, buyer bears cost of de-vanning.

Pier to house

		FOB		FAS		CIF		C&F	
		Responsibility for		Responsibility for		Responsibility for		Responsibility for	
		Cost	Performance	Cost	Performance	Cost	Performance	Cost	Performance
1	Delivery of cotton to point of shipment or CFS	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller
2	Stuffing	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier	Note 1	Carrier
3	Lift on charges	Included in freight							
4	Freight	Buyer	Carrier	Buyer	Carrier	Seller	Carrier	Seller	Carrier
5	Lift off charges to ship's rail	Included in freight							
6	Clearance and port/terminal charges after ship's rail	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
7	Transport of container to point of destination	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier	Buyer	Carrier
8	De-vanning	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer

Note 1: Normally included in freight charge. If not included seller bears cost.

Appendix C1:
**A summary of our fees and charges for technical arbitrations,
small claims arbitrations, quality arbitrations, notarisations and
appeals**

(Agreed by the Board 31 October 2020)

Appendix C1:

**A summary of our fees and charges for arbitrations and appeals
Fees and charges for Technical Arbitrations and Appeals**

Please note that the amount to be paid in each case will be in line with the firm's registration status.

Membership type	
Principal Firm: Merchants Related companies (must be the same business type)	Arbitration covers both sales and purchase contracts.
Principal Firm: Producers & Mills Related companies (must be the same business type)	Arbitration covers either sales or purchase contracts, not both, this will depend on the type of business. Sales Contracts: Producers, Growers, Farmers, Ginners Purchase Contracts: Spinners, Textile Manufacturers
Affiliate Industry Firm Related companies (must be the same business type)	Not covered for arbitration.
Agent	Allowed to make claims under the small claims technical arbitration ("SCTA") only. In order to be eligible to apply for SCTA, the agent must have been an ICA member for 12 months, prior to the date of application for SCTA..
Agent as brokers	<i>Agents can be considered as a broker or agents in certain circumstances</i>
<i>Any member should be able to arbitrate a SCTA agency dispute if the member also undertook agency work.</i>	

TECHNICAL ARBITRATIONS	
Application fees	
Principal Firms and Related Companies registered for at least 12 months of eligible membership.	No fee
Principal Firms and Related Companies registered for less than 12 months. This fee is not recoverable.	£5000
Non-registered Firms (including those firms whose application for registration has been refused). This fee is not recoverable.	£5000
Other arbitration fees	
A deposit of £4,000 shall be payable upon submission of an application for arbitration.	
An hourly rate shall be charged by the arbitrators, up to a maximum of £150.	
Fractions of an hour after the first hour shall be charged pro rata.	
A minimum fee of £100 shall be payable to each arbitrator.	
An additional fee of £250 per arbitration will be payable to the Chair.	
All couriered messages or documents etc sent by the Secretariat, will be charged at the rate of £50 per courier.	
The only expenses an arbitrator shall be entitled to claim are courier fees, up to a maximum of £50 unless substantiated with a receipt.	
When an arbitration case is cancelled the Secretariat shall take a percentage of the stamping charge, based on the claimant's membership status, as an "administrative fee" which will be taken out of the deposit at the following rates:	
1. After request for arbitration and deposit obtained	25%
2. During submission stage	50%
3. After submission stage	75%

Three awards will be published by the Secretariat for Technical Arbitration awards. If additional copies are required, a charge of £25 for each additional award will be charged, payable in advance of the publication of the Award. Requests for additional copies of awards must be made at least one week before the publication of the Award.

Bank charges, postal charges and legal fees will also be recovered.

SMALL CLAIMS TECHNICAL ARBITRATIONS	
Application fees	
Principal Firms and Related Companies registered for at least 12 months of eligible membership.	No fee
Non-registered Firms.	£1000
Other arbitration fees	
A deposit of £1500 shall be payable upon submission of an application for arbitration.	
An hourly rate shall be charged by the Sole Arbitrator, up to a maximum of £150.	
Fractions of an hour after the first hour shall be charged pro rata.	
A minimum fee of £100 shall be payable.	
The parties must pay all other costs incurred in the course of the arbitration incurred by arbitrators or the Secretariat, such as bank charges, legal fees, first tier recovery costs; when requested.	
All couriered messages or documents etc sent by the Secretariat, will be charged at the rate of £50 per courier.	
The only expenses an arbitrator will be entitled to claim are courier fees, up to a maximum of £50 unless substantiated with a receipt.	
When an arbitration case is cancelled the Secretariat shall take a percentage of the stamping charge, based on the claimant's membership status, as an "administrative fee" which will be taken out of the deposit at the following rates:	
1. After request for arbitration and deposit obtained	25%
2. During submission stage	50%
3. After submission stage	75%
Bank charges, postal charges and legal fees will also be recovered.	

TECHNICAL APPEALS	
Application fees	
Principal Firms and Related Companies registered for at least 12 months of eligible membership.	No fee
TAC appeal application fees for Principal Firms and Related Companies registered for less than 12 months and non-registered firms, to be £10,000. This fee is recoverable if so ordered in the award, at the TAC's discretion, but not recoverable from the ICA.	£10000
Other appeal fees	
A deposit of £10,000 shall be payable following a submission of an application for an appeal.	
In accordance with Bylaw 312 (5) Appellant must pay any costs or stamping fee that the Tribunal awarded against them in the first tier.	
The Chair of the appeal committee shall decide the hourly rate to be charged by the appeal committee members, up to a maximum of £150.	
Fractions of an hour after the first hour shall be charged pro rata.	
A minimum fee of £100 shall be payable.	
An additional fee of £250 per arbitration will be payable to the Chair.	
The Association will charge as its fees 25% of the technical appeal committee's total fees.	
All couriered messages or documents etc sent by the Secretariat, will be charged at the rate of £50 per courier.	
The only expenses an arbitrator shall be entitled to claim are courier fees, up to a maximum of £50 unless substantiated with a receipt.	
Three awards will be published by the Secretariat for Technical Arbitration awards. If additional copies are required, a charge of £25 for each additional award will be charged, payable in advance of the publication of the Award. Requests for additional copies of awards must be made at least one week before the publication of the Award.	
Bank charges, postal charges and legal fees will also be recovered.	

SMALL CLAIMS TECHNICAL APPEALS	
Application fees	
Principal Firms and Related Companies registered for at least 12 months of eligible membership.	No fee
Small Claims Technical Appeal application fees for non-registered firms to be £1,000 if not paid in Small Claims Technical Arbitration as an application fee.	£1000

Other appeal fees	
A deposit of £750 shall be payable upon submission of an application for a Small Claims appeal.	
The chair of the appeal committee shall decide the hourly rate to be charged by the appeal committee members, up to a maximum of £150.	
Fractions of an hour after the first hour shall be charged pro rata.	
A minimum fee of £100 shall be payable.	
The parties must pay all other costs incurred in the course of the arbitration [technical appeal etc] incurred by arbitrators or the Secretariat, such as bank charges, legal fees, first tier recovery costs; when requested.	
The Association will charge as its fees 25% of the Small Claims appeal committee's total fees.	
All couriered messages or documents etc sent by the Secretariat, will be charged at the rate of £50 per courier.	
The only expenses an arbitrator will be entitled to claim are courier fees, up to a maximum of £50 unless substantiated with a receipt.	
Bank charges, postal charges and legal fees will also be recovered.	

STAMPING AND NOTARISATION OF TECHNICAL AWARDS AND SMALL CLAIM AWARDS	
Stamping charges	
Principal Firms and Related Companies.	£400
Non-registered Firms.	£800
Notarisation and legalisation of Awards	
All firms.	£350

QUALITY ARBITRATION	
Application fees	
Registered Firms.	No fee
Non-registered Firms.	No fee
Quality arbitration, appeal and classification	
The lowest amount the arbitrators or appeal committee will charge for very bale represented by the samples provided is given below. They may charge more. If the samples provided represent less than 50 bales, they will charge for 50 bales.	
Quality Arbitration	
	Price per bale represented
Registered Firms.	£0.35
Non-registered Firms.	£1.00
Quality Appeal	
Registered Firms.	£0.65
Non-registered Firms.	£1.95
Classification	
For grade, colour and staple.	£1.00
For grade and colour only.	£0.65
For staple only.	£0.65

STAMPING AND NOTARISATION OF QUALITY AWARDS AND APPEAL AWARDS	
Stamping charges	
The amount we will charge both firms for every bale represented by the samples provided is given below. If the samples provided represent less than 50 bales, we will charge for 50 bales.	
	Price per bale represented
Principal Firms and Related Companies.	£0.03
Non-registered Firms.	£0.24
Notarisation and legalisation of Awards	
All firms.	£350

Appendix C2:
**A summary of the criteria and procedures for becoming an ICA
arbitrator**

(Agreed by the Board October 2019)

Appendix C2

A summary of the criteria and procedures for becoming an ICA arbitrator

This information applies to anyone wishing to become an ICA arbitrator.

NB: Existing ICA arbitrators can only accept new appointments if they have passed (or been exempted from taking) the ICA Advanced Arbitrator Examination.

1 BASIC CRITERIA AND APPLICATION PROCESS

All applicants to become an ICA arbitrator must fulfil the following basic criteria:

- a You must be an ICA Individual Member.
- b You must have successfully completed the ICA Basic Level Arbitrator Examination and the first two modules of the ICA Advanced Arbitrator Examination.
- c You must have five years' international experience in the cotton industry (e.g. buying, selling, controlling, farming, ginning, merchandising, spinning etc. of raw cotton) with both trade and commercial knowledge;
- d You must be proficient in the English language (written and spoken), without the need of a translator.
- e Your application must be proposed by an ICA Director and seconded by an ICA member.
- f You must submit your CV (career résumé) with your application form.

2 PROBATIONARY ARBITRATORS

Once an application is approved by the Directors, the applicant will become a 'Probationary Arbitrator', where they will:

- a be required to sign a service agreement;
- b be assigned to a mentor (from the Arbitration Strategy Committee);
- c observe arbitrations subject to the approval of both parties (as a guide, at least three arbitrations of varying difficulty should be observed); and
- d be required to pass the third (final) module of the ICA Advanced Arbitrator Examination, noting that:
 - i a candidate can only attempt the module three examination three times, with six months between each attempt (with their mentor's discretion); and
 - ii if this final module is failed three times, the candidate cannot take the examination again for another three years.

3 MENTORING

- a Mentoring time is not billable to the parties but is reflected in the service agreement with the arbitrator.
- b The Probationary Arbitrator will be required to produce a summary of the substantive issues of the case for the Chair. The Chair will debrief the Probationary Arbitrator after the final hearing.

- c The mentor will decide when the Probationary Arbitrator is ready to become a fully qualified arbitrator.

Appendix C3: Arbitrators Code of Conduct

(Agreed by the Board 31 October 2020)

Appendix C3:

Arbitrators Code of Conduct

This Code of Conduct embodies principles and best practice and natural justice deems necessary by the Board of Directors to maintain existing standards and public confidence in the ICA as an arbitral authority. Not all of the points listed below will cover every aspect of an Arbitrator’s ethical and professional conduct. Arbitrators are therefore expected to observe the spirit of the principles outlined below. Reference to the masculine are also intended to the feminine.

Impartiality

<ul style="list-style-type: none"> • The Arbitrator’s duty to remain impartial is a continuing one throughout the arbitration process. Should they find themselves in a position whereby they are aware that they cannot remain impartial, they must immediately withdraw themselves from the arbitration process.
<ul style="list-style-type: none"> • An Arbitrator is under a duty to disclose to the ICA Secretariat and to the parties any interest and / or relationship which may result in a conflict of interest as soon as possible.
<ul style="list-style-type: none"> • An Arbitrator must not accept an appointment to act as Arbitrator if they are aware that by doing so they place themselves in a conflict of interest. No arbitrator or probationary arbitrator can accept an appointment whilst they or the company through which they are a member of the ICA is/are subject of a disciplinary committee investigation, until that Disciplinary Committee has reached a final decision. If the arbitrator or probationary arbitrator accepts such an appointment, the President can remove them from the arbitration concerned.
<ul style="list-style-type: none"> • Arbitrators must not act as advisers to the parties to an arbitration whilst the proceedings are on-going or afterwards, concerning the analysis of a particular case. They must not act as advocates for the parties who have appointed them; they may not provide procedural advice.
<ul style="list-style-type: none"> • Arbitrators must avoid private dialogue with a party to an arbitration, and must not discuss issues arising in an arbitration with a party prior to, during or at any time after the conclusion of the arbitration. Arbitrators must ensure that any communications with the parties are conducted (where possible) via the ICA Secretariat, and always copied in writing to the other party to the dispute for transparency’s sake.
<ul style="list-style-type: none"> • An Arbitrator must not allow external pressure, personal interests or relationships (past or present) with any third parties or fear of criticism to influence their conduct or judgement in dealing with the dispute.
<ul style="list-style-type: none"> • A conflict of interest e-mail sent by the Secretariat must be answered by the arbitrator concerned, within 14 days of them being e-mailed. Arbitrators must consider if they have a conflict of interest by taking into account English law, the Arbitrators Code of Conduct and the content of the conflict of interest e-mail sent by the secretariat to arbitrators.
<ul style="list-style-type: none"> • Arbitrators shall treat fellow arbitrators and others with respect.

Cooperation

<p>In order to operate effectively, ensure that standards are met and maintain public confidence in the ICA and arbitrations carried out by arbitrators, it is necessary for the ICA to establish and follow procedures for the following purposes:</p>
<ul style="list-style-type: none"> • The administration and management of ICA membership;

	<ul style="list-style-type: none"> • The administration and management of arbitrations;
	<ul style="list-style-type: none"> • The monitoring of compliance with the ICA's Articles of Association, Rules and Bylaws, this Code and the law;
	<ul style="list-style-type: none"> • The maintenance of the ICA List of Unfulfilled Awards; and
	<ul style="list-style-type: none"> • The investigation and determination of any complaint or allegation made against an Arbitrator or any other Member of Member Firm by any person.
<p>Arbitrators must co-operate fully with such processes (as established from time to time, whether under the Articles of Association, Rules and Bylaws or this Code or otherwise). In particular, Arbitrators must respond promptly, fully and honestly to any inquiries made by the Directors, the ICA Management Team, the Monitoring Team, the Disciplinary Committee for the purposes listed above.</p>	

Confidentiality

	<ul style="list-style-type: none"> • For the avoidance of doubt, an Arbitrator's duty of confidence does not prevent an Arbitrator from providing information to and cooperating with Directors, the ICA Management Team, the Monitoring Team and the Preliminary Investigation Committee as necessary for the purposes set out under "Cooperation" above.
	<ul style="list-style-type: none"> • Arbitration is a private and confidential process, selected by the parties to dispute to resolve the issues between them.
	<ul style="list-style-type: none"> • An Arbitrator is under a duty to keep all facts, information, correspondence, and documents disclosed to them during the course of an arbitration confidential at all times.
	<ul style="list-style-type: none"> • An Arbitrator shall not use such confidential information outside of the arbitration process for their personal advantage or for purposes other than the performance of their duties as an Arbitrator.
	<ul style="list-style-type: none"> • The Arbitrator's duty of confidentiality continues after the arbitration has concluded, until and unless both parties to the arbitration agree to waive the confidentiality; or the details of the case are lawfully placed in the public domain.
	<ul style="list-style-type: none"> • An unlawful or unauthorised leak of information regarding the case by another Arbitrator or third party will not be justification or licence for an Arbitrator also disclosing details of the case. Such conduct may result in personal liability for the Arbitrator concerned.
	<ul style="list-style-type: none"> • An arbitrator is under an obligation to relate to the Secretariat any concerns they have that the duty of confidentiality has been breached, at any time.
	<ul style="list-style-type: none"> • The ICA Management team reminds arbitrators that one month after the date of publication of an award they should have deleted information held on paper or on their computer etc on the case they have just handled. If they want to retain information, precedents etc, and have a valid reason under the GDPR for doing so, they can do so.

Conduct of the Arbitration

	<ul style="list-style-type: none"> • Arbitrators must ensure that they follow the procedures set out in the ICA Bylaws and Rules, and the relevant provisions of the Arbitration Act 1996 when conducting any arbitration and only use ICA approved time sheets, invoices and other forms, when designated for the use of arbitrators by the ICA.
	<ul style="list-style-type: none"> • Arbitrators shall maintain an up to date copy of the ICA Bylaws and Rules at all times.
	<ul style="list-style-type: none"> • Arbitrators must read and consider all of the evidence before them.
	<ul style="list-style-type: none"> • An arbitrator must only accept an appointment to act as Arbitrator if they have sufficient time to allow the arbitration to be conducted in a competent and timely manner. In order to avoid the perception of bias or justifiable doubts as to impartiality an arbitrator may

	<p>only accept up to and including three appointments for a party or related party to act as arbitrator from a claimants /appellant or respondent, per calendar year. Those appointments from a party or related party, where the arbitration has been withdrawn / discontinued, without the publication of an Award, do not count against the '3 or 8 rule'. An arbitrator should not be able to have more than eight active first tier cases open at any one time. These limits (this criteria) will be reviewed regularly (at least annually) by the Arbitration Strategy Committee (ASC) taking into account the recent numbers of applications for arbitration. Any changes will be recommended to the Directors</p>
•	An Arbitrator must ensure that any fees charged in the course of an arbitration are reasonable, having regard to all of the circumstances of the case and the hours charged are or work done in the intellectual pursuit of the matter.
•	Once the fees have been agreed by the Tribunal/TAC time-sheets and invoices shall be submitted to the Chair prior to the signature sheets being signed. The Chair shall immediately review them and submit them to the ICA Secretariat prior to an award being published.
•	An arbitrator will (should external legal advice be required during an arbitration an arbitrator will) seek advice on English law from the ICA's English legal panel, when working on ICA arbitrations.
•	The Board of Directors will approve changes to this Code of Conduct.
•	<i>At least one week prior to the publication of an Award the Tribunal must inform the Secretariat of the date of publication and time sheets, invoices plus Award to be submitted.</i>
•	<i>Arbitrators will adopt ASC recommended 'Best Practice' in their arbitration work.</i>

**Appendix C4:
The General Data Protection Regulation (GDPR)**

(Agreed by the Board 31 October 2020)

Appendix C4:

The General Data Protection Regulation (GDPR)

<p>The ICA Privacy Policy is held on the ICA website https://www.ica-ltd.org/privacy-policy/ and applies to how the ICA Management Team will manage confidentiality and privacy of your personal data.</p>	
<p>Further Privacy and Confidentiality Notice applying to parties in arbitration and arbitrators</p>	
<p>DEFINITIONS</p>	
1	<p>The following definitions and rules of interpretation in this clause apply in this notice:</p>
1.1	<p>“Confidential Information” means any confidential information, whether containing Personal Data or not, disclosed to the ICA by: a Member; or any person or company, in relation to an arbitration carried out under the ICA’s Bylaws and Rules.</p>
1.2	<p>“Data Protection Register” means the register maintained by the Information Commissioner.</p>
1.3	<p>“Member” means an Individual Member or Member Firm, as defined in ICA’s Articles of Association.</p>
1.4	<p>“Personal data” means personal data under the General Data Protection Regulation (GDPR) as implemented into English law.</p>
1.5	<p>“Purpose” means any of ICA’s Objects, as defined in ICA’s Articles of Association, or any purpose incidental or conducive to the attainment those Objects, which includes but is not limited to:</p> <ul style="list-style-type: none"> • The administration and management of arbitrations; • The monitoring of compliance with the ICA’s Articles of Association, Rules and Bylaws, the Arbitrator’s Code of Conduct and the law; • The maintenance of the ICA Lists of Unfulfilled Awards; and • The investigation and determination of any complaint or allegation made against an ICA arbitrator or any other Member by any person.
1.6	<p>A reference to a statute or statutory provision or constitution or other document adopted by the ICA is a reference to it as it is in force from time to time, taking account of any amendment, extension, or re-enactment.</p>
1.7	<p>The lawful bases for processing are set out in Article 6 of the GDPR. At least one of these will apply whenever we process personal data:</p> <ul style="list-style-type: none"> • Consent: the individual has given clear consent for you to process their personal data for a specific purpose. • Contract: the processing is necessary for a contract with an individual, or because they have asked you to take specific steps before entering into a contract. • Legal obligation: the processing is necessary for the ICA to comply with the law. • Legitimate interests: the processing is necessary for legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual’s personal data which overrides those legitimate interests.

**Appendix C5:
Re-accreditation of Arbitrators**

(Agreed by the Board 31 October 2020)

Appendix C5:

Re-accrreditation of Arbitrators

<p>The Board have delegated the FGC with the power to undertake the three-yearly reaccrreditation of qualified ICA arbitrators. The FGC will consider the following requirements and considerations when undertaking this review.</p>
<p>Requirements:</p> <p>Willingness to offer services as arbitrator. Each current Arbitrator will be invited to confirm that they wish to continue to serve as an ICA arbitrator for a further 3 years.</p> <p>Currency: Each arbitrator to have conducted one completed ICA arbitration in the past year.</p> <p>CPD: Evidence of an up to date, completed CPD form, submitted to ICA.</p>
<p>Considerations (to be considered by the Directors and which may inform their decision):</p> <p>Competency: in the preceding three years the Directors to be informed of:</p> <ul style="list-style-type: none">• Any S.57 awards issued to correct mistakes.• Any adverse comments in AAR ('After Arbitration Review) or other complaints or documents. <p>Appeals against fees, upheld, by Directors in past three years.</p> <p>Disciplinary Committee matters successfully brought against arbitrator.</p> <p>Directors to consider the evidence and make their decision informed by the best interests and reputation of the ICA.</p>
<p>Process. A third of the Pool of Arbitrators is to be reviewed each year for an individual certification / 'chartered arbitrator status' for three years.</p>
<p>Appeal. In the event of an appeal against the FGC decision on reaccrreditation, the arbitrator would be invited to make their case to the ICA Board of Directors.</p>