

D R A F T

FOR DISCUSSION ONLY

# **FAMILY LAW ARBITRATION ACT**

---

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAW

---

March 20 – 21, 2015 Drafting Committee Meeting

Copyright © 2015

By

NATIONAL CONFERENCE OF COMMISSIONERS

ON UNIFORM STATE LAWS

---

*The ideas and conclusions set forth in this draft, including the proposed statutory language and any comments or reporter's notes, have not been passed upon by the National Conference of Commissioners on Uniform State Laws or the Drafting Committee. They do not necessarily reflect the views of the Conference and its Commissioners and the Drafting Committee and its Members and Reporter. Proposed statutory language may not be used to ascertain the intent or meaning of any promulgated final statutory proposal.*

February 27, 2015

## **FAMILY LAW ARBITRATION ACT**

The Committee appointed by and representing the National Conference of Commissioners on Uniform State Laws in preparing this Act consists of the following individuals:

BARBARA ANN ATWOOD, University of Arizona – James E. Rogers College of Law,  
1201 E. Speedway, P.O. Box 210176, Tucson, AZ 85721-0176, *Chair*

LORIE FOWLKE, 2696 N. University Ave., #220, Provo, UT 84604

MICHAEL B. GETTY, 430 Cove Towers Dr., #503, Naples, FL 34110

ELIZABETH KENT, Commission to Promote Uniform Legislation, c/o Legislative Division,  
Department of the Attorney General, 425 Queen St., Honolulu, HI 96813

DEBRA LEHRMANN, Supreme Court of Texas, Supreme Court Bldg., 201 W. 14th St.,  
Room 104, Austin, TX 78701

MARY QUAID, House Legislative Services, Louisiana House of Representatives, P.O. Box  
44486, Baton Rouge, LA 70804

HARRY TINDALL, 1300 Post Oak Blvd., Suite 1550, Houston, TX 77056-3081

CAM WARD, 124 Newgate Rd., Alabaster, AL 35007

DAVID ZVENYACH, Council of the District of Columbia, 1350 Pennsylvania Ave., NW,  
Suite 4, Washington, DC 20004

LINDA D. ELROD, Washburn University School of Law, 1700 SW College Ave.,  
Topeka, KS 66621, *Reporter*

### **EX OFFICIO**

HARRIET LANSING, 1 Heather Pl., St. Paul, MN 55102-3017, *President*

GAIL HAGERTY, South Central Judicial District, P.O. Box 1013, 514 E. Thayer Ave.,  
Bismarck, ND 58502-1013, *Division Chair*

### **AMERICAN BAR ASSOCIATION ADVISORS**

PHYLLIS G. BOSSIN, 105 E. 4th St., Suite 1300, Cincinnati, OH 45202-4054, *ABA Advisor*

HELEN E. CASALE, 401 Dekalb St., 4th Floor, Norristown, PA 19401-4907, *ABA Section  
Advisor*

DOLLY HERNANDEZ, 2665 S. Bayshore Dr., Suite 1204, Miami, FL 33133, *ABA Section  
Advisor*

LARRY R. RUTE, 212 SW 8th Ave., Suite 102, Topeka, KS 66603, *ABA Section  
Advisor*

### **EXECUTIVE DIRECTOR**

JOHN A. SEBERT, 111 N. Wabash Ave., Suite 1010, Chicago, IL 60602, *Executive Director*

Copies of this act may be obtained from:  
NATIONAL CONFERENCE OF COMMISSIONERS  
ON UNIFORM STATE LAWS  
111 N. Wabash Ave., Suite 1010  
Chicago, Illinois 60602  
312/450-6600  
[www.uniformlaws.org](http://www.uniformlaws.org)

# FAMILY LAW ARBITRATION ACT

## TABLE OF CONTENTS

SECTION 1. SHORT TITLE. ....	1
SECTION 2. DEFINITIONS.....	1
SECTION 3. SCOPE. ....	2
SECTION 4. PROTECTION OF PARTY OR CHILD.....	3
SECTION 5. ARBITRATION AGREEMENT.....	4
SECTION 6. QUALIFICATION OF ARBITRATOR.....	5
SECTION 7. SELECTION OR APPOINTMENT OF ARBITRATOR. ....	6
SECTION 8. DISCLOSURE BY ARBITRATOR; DISQUALIFICATION. ....	6
SECTION 9. IMMUNITY OF ARBITRATOR.....	7
SECTION 10. APPLICABLE LAW. ....	8
SECTION 11. TEMPORARY ORDER OR AWARD.....	8
SECTION 12. PARTICIPATION BY PARTIES IN ARBITRATION. ....	9
SECTION 13. POWERS OF ARBITRATOR.....	9
SECTION 14. RECORD OF HEARING. ....	10
SECTION 15. AWARD.....	11
SECTION 16. CORRECTION OF AWARD.....	11
SECTION 17. CONFIRMATION OF AWARD.....	11
SECTION 18. CORRECTION OF AWARD BY COURT.....	12
SECTION 19. VACATION OF AWARD.....	12
SECTION 20. MODIFICATION OF CONFIRMED AWARD.....	14
SECTION 21. LIMITED RIGHT OF APPEAL.....	14
SECTION 22. ENFORCEMENT OF CONFIRMED AWARD. ....	14
SECTION 23. UNIFORMITY OF APPLICATION AND CONSTRUCTION.....	14
SECTION 24. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT.....	15
SECTION 25. APPLICABILITY.....	15
SECTION 26. EFFECTIVE DATE.....	15

1 **FAMILY LAW ARBITRATION ACT**

2 **SECTION 1. SHORT TITLE.** This [act] may be cited as the Family Law Arbitration

3 Act.

4 **SECTION 2. DEFINITIONS.** In this [act]:

5 (1) “Arbitration” when used as a noun means arbitration under this act.

6 (2) “Arbitrator” means one or more individuals selected to make an award in a family  
7 law dispute that is subject to an agreement to arbitrate under this [act].

8 (3) “Award” means a written decision or determination by an arbitrator which is  
9 enforceable on confirmation by a court.

10 (4) “Confirmation” means a court order affirming an arbitration award or incorporating  
11 it in a judgment.

12 (5) “Court” means [the family court] [insert name of a tribunal authorized by law of this  
13 state other than this [act] to hear a family law dispute].

14 (6) “Custodial responsibility” includes a power or duty relating to caretaking authority or  
15 decision-making authority for a child. The term includes physical custody, legal custody,  
16 parenting time, right to access, and visitation.

17 (7) “Family law dispute” means a contested issue arising under the family or domestic  
18 relations law of this state regarding:

19 (A) characterization, valuation, or division of property or debt;

20 (B) [maintenance], [alimony], or [spousal support];

21 (C) custodial responsibility;

22 (D) child support;

23 (E) rights or obligations arising from a premarital, marital, [or] [separation] [or]

1 [property settlement][marital settlement] [or] [cohabitation] agreement; [or]

2 (F) attorney’s fees, costs, and expenses[;] [; or]

3 [(G) a marital tort [;] [; or]

4 [H] [rights or obligations arising from [cohabitation] [,] [, or domestic  
5 partnership[;] [; or] [civil union.]]

6 (7) “Party” means an individual who is participating in the arbitration of a family law  
7 dispute under this [act].

8 (8) “Person” means an individual, corporation, business trust, estate, trust, partnership,  
9 limited liability company, association, joint venture, government; governmental subdivision,  
10 agency, or instrumentality; public corporation; or any other legal or commercial entity.”

11 (9) “Record” means information that is inscribed on a tangible medium or that is stored  
12 in an electronic or other medium and is retrievable in perceivable form.

13 (10) “Sign” means, with present intent to authenticate or adopt a record:

14 (A) to execute or adopt a tangible symbol; or

15 (B) to attach to or logically associate with the record an electronic symbol, sound,  
16 or process.

17 (11) “State” means a state of the United States, the District of Columbia, Puerto Rico,  
18 the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction  
19 of the United States. The term includes a federally recognized Indian tribe.

20 **SECTION 3. SCOPE.**

21 (a) This [act] governs the voluntary binding arbitration of a family law dispute. An  
22 agreement to arbitrate a family law dispute which does not comply with this [act] is  
23 unenforceable.

24 (b) The following matters are not subject to voluntary binding arbitration:

- 1 (1) an order of protection;
- 2 (2) termination of parental rights;
- 3 (3) adoption or guardianship of a minor or incapacitated individual;
- 4 (4) determination of [dependency] [child in need of protection] [abuse and
- 5 neglect];
- 6 (5) juvenile-offender status[.] [; or
- 7 [(6) insert other status determination to be excluded from arbitration].

8 **SECTION 4. PROTECTION OF PARTY OR CHILD.**

9 (a) “Order of protection” means an order issued by a court in this state or any other  
10 jurisdiction under the domestic-violence, family-violence, or anti-stalking laws of the state that  
11 issued the order to prevent an individual from engaging in a violent or threatening act against,  
12 harassing, contacting, communicating with, or being in physical proximity to, another individual  
13 who is a party or a child under the custodial responsibility of a party.

14 (b) If a party, before or during arbitration under this [act], becomes subject to an order of  
15 protection after opportunity for a hearing or the arbitrator finds a reasonable basis to believe that  
16 a party’s safety or ability to participate effectively in the arbitration is at risk, the arbitration may  
17 not proceed unless each party affirms the agreement to arbitrate and the arbitrator or court finds  
18 that:

- 19 (1) the agreement is informed and voluntary; and
- 20 (2) reasonable procedures are in place to protect the party at risk from harm,
- 21 harassment, or intimidation.

22 (c) If an arbitrator finds a reasonable basis to believe that a child under the custodial  
23 responsibility of a party is abused or neglected, the arbitrator shall suspend the arbitration and

1 report the abuse or neglect as required by law of this state other than this [act], and may issue a  
2 temporary award as necessary to protect the child. A court shall determine whether arbitration  
3 will resume.

4 (d) A party may apply to the court for a stay of arbitration and review of any  
5 determination or award by an arbitrator under this section.

6 **SECTION 5. ARBITRATION AGREEMENT.**

7 **Alternative A**

8 (a) Parties may agree to arbitrate an existing family law dispute or one that arises after  
9 the parties have entered into a parenting, marital settlement, or cohabitation agreement that  
10 provides for arbitration of future disputes.

11 (b) Except to the extent authorized in subsection (a), a pre-dispute arbitration agreement  
12 under this [act] is unenforceable as against public policy unless each party reaffirms the  
13 agreement at the time of the dispute.

14 **Alternative B**

15 (a) Except as provided in subsection (b), parties may agree to arbitrate an existing or  
16 future family law dispute.

17 (b) An agreement to arbitrate a future dispute as to custodial responsibility, parental  
18 status, or child support is unenforceable unless the parties have entered into a parenting or  
19 marital settlement agreement that provides for arbitration of future disputes.

20 **End of Alternatives**

21 (c) An agreement to arbitrate must:

22 (1) be in a record signed by ~~all~~ the parties;

23 (2) identify the arbitrator or a method of selecting an arbitrator;

1 (3) identify the family law disputes that the parties intend to arbitrate; and

2 (4) include in a record an acknowledgment by each party that the following  
3 disclosures or the substantial equivalent have been made in plain language:

4 (A) Once a party voluntarily signs a valid agreement to arbitrate, the  
5 agreement is binding and limits the party's right to apply to the court for relief. An objection to  
6 the agreement to arbitrate must be raised at the beginning of the arbitration.

7 (B) Arbitration may not be appropriate for a case involving domestic  
8 violence because arbitration does not offer the same protections as the judicial system.

9 (C) A party may hire an attorney before agreeing to arbitrate and may be  
10 represented by an attorney throughout the arbitration.

11 (D) Parties are responsible for the costs of arbitration, including the fees  
12 of the arbitrator.

13 (E) An arbitration award is enforceable as a judgment when the court  
14 confirms the award.

15 (F) An arbitration award may be appealed to the court only on limited  
16 grounds.

17 (d) If there is a dispute whether an enforceable agreement to arbitrate exists, the court  
18 shall decide the issue.

19 (e) The parties may agree that the arbitrator may determine whether an issue is subject  
20 to the agreement to arbitrate.

21 **SECTION 6. QUALIFICATION OF ARBITRATOR.**

22 (a) An arbitrator must:

23 (1) be an attorney currently admitted to practice [or an attorney or judge on



1 retired status] in a state:

2 (A) that has jurisdiction to confirm an award under Section 17;

3 (B) in which the arbitration is pending; or

4 (C) the law of which is being applied; and

5 (2) have training about domestic violence and child abuse [according to standards  
6 established under law of this state other than this [act] for judicial officers assigned to hear  
7 family law disputes].

8 (b) Parties to an arbitration agreement in a record signed at the time of the arbitration  
9 may waive the requirements of subsection (a) for an arbitrator selected by the parties.

10 **SECTION 7. SELECTION OR APPOINTMENT OF ARBITRATOR.**

11 (a) Parties shall follow the method specified in the agreement for selecting an arbitrator.

12 (b) If the method for selecting an arbitrator specified in the agreement to arbitrate fails or  
13 an arbitrator is unable to act, on motion of a party, the court shall appoint an arbitrator.

14 **SECTION 8. DISCLOSURE BY ARBITRATOR; DISQUALIFICATION.**

15 (a) Before accepting selection or appointment as an arbitrator, the arbitrator shall  
16 disclose to the parties any circumstance that a reasonable individual would believe is likely to  
17 affect the arbitrator's impartiality, including bias, a financial or personal interest in the outcome  
18 of the arbitration, or a past or present personal, business, or professional relationship with a party  
19 or attorney.

20 (b) An arbitrator, the parties, and the parties' attorneys have a continuing obligation to  
21 disclose to parties any fact that a reasonable individual would believe is likely to affect the  
22 arbitrator's impartiality.

23 (c) Not later than [14] days after disclosure under subsection (a) or (b), a party may  
24 object to the arbitrator's selection or continued service and may move the court to disqualify the

1 arbitrator.

2 (d) The court shall hear a motion for disqualification under subsection (c) not later than  
3 [30] days after the motion is made. If the court, based on a circumstance that a reasonable  
4 individual would believe is likely to affect the arbitrator's impartiality, finds that the arbitrator is  
5 disqualified, the court shall appoint another arbitrator agreed to by the parties or, if the parties  
6 have not agreed, on motion of either party, the court shall appoint another arbitrator.

7 (e) If the parties agree to discharge the arbitrator, the parties shall notify the arbitrator  
8 and select a new arbitrator as the agreement to arbitrate provides. If the discharged arbitrator  
9 was selected by the court, the parties may ask the court to appoint another arbitrator.

10 **SECTION 9. IMMUNITY OF ARBITRATOR.**

11 (a) An arbitrator is immune from civil liability to the same extent as a judge acting in a  
12 judicial capacity.

13 (b) Immunity under this section supplements immunity under law of this state other than  
14 this [act].

15 (c) Failure of an arbitrator to make a disclosure required by Section 8 does not cause the  
16 arbitrator to lose immunity under this section.

17 (d) An arbitrator is not competent to testify, and may not be required to produce records,  
18 in a judicial, administrative, or similar proceeding about any statement, conduct, decision, or  
19 ruling occurring during the arbitration, to the same extent as a judge of a court acting in a judicial  
20 capacity. This subsection does not apply:

21 (1) to the extent disclosure is necessary to determine a claim by the arbitrator  
22 against a party to the arbitration; and

23 (2) to a hearing on a motion under Section 19 to vacate an award if there is prima  
24 facie evidence that a ground for vacating the award exists.

1 (e) If an individual commences a civil action against an arbitrator arising from the services  
2 of the arbitrator or if a person seeks to compel the arbitrator to testify or produce records in  
3 violation of subsection (d), and the court decides that the arbitrator is immune from civil liability  
4 or ~~that the~~ arbitrator is not competent to testify, the court shall award to the arbitrator reasonable  
5 attorney's fees, costs, and reasonable expenses of litigation.

6 **SECTION 10. APPLICABLE LAW.**

7 (a) Unless otherwise provided in this [act], arbitration under this [act] is governed by the  
8 law and rules of this state relating to voluntary binding arbitration. If there is a conflict, this  
9 [act] controls.

10 (b) Arbitration of custodial responsibility or parental status under this [act] is governed  
11 by the law applicable in the state with jurisdiction under the [Uniform Child Custody Jurisdiction  
12 and Enforcement Act]. Arbitration of child support is governed by the law applicable in the state  
13 with jurisdiction under the [Uniform Interstate Family Support Act].

14 (c) Except as provided in subsections (a) and (b), parties may designate the law of a state  
15 to govern the arbitration of a family law dispute if the state has a significant relationship to any  
16 party to the agreement and the designated law is not contrary to the public policy of this state.

17 (d) If no law is designated under subsection (c), the law of this state other than this [act],  
18 including its choice-of-law principles, governs the family law dispute subject to arbitration under  
19 this [act].

20 **SECTION 11. TEMPORARY ORDER OR AWARD.**

21 (a) Before an arbitrator is selected or appointed and authorized to act, the court, on  
22 motion of a party , may enter a temporary order under [insert this state's statutes or rules  
23 governing issuance of a temporary order in a family law dispute] and any other necessary order.

1 (b) On motion of a party, the arbitrator may make a temporary award under [insert this  
2 state's statutes or rules governing temporary orders in a family law dispute] and any other award  
3 necessary to protect the effectiveness of the arbitration and promote the fair and expeditious  
4 resolution of the issues, to the same extent as the court may order in a family law dispute.

5 (c) A party may move for confirmation of a temporary award under subsection (b) at any  
6 time before the court considers the final award.

7 **SECTION 12. PARTICIPATION BY PARTIES IN ARBITRATION.**

8 (a) A party:

9 (1) may be represented by an attorney;

10 (2) may be accompanied by an individual who is not an advocate or is not  
11 expected to be called as a witness; and

12 (3) may not communicate ex parte with the arbitrator except to the extent allowed  
13 in a family law dispute for communication with a judge in the family law dispute.

14 (b) Unless otherwise required by law of this state other than this [act], parties may agree  
15 that the proceeding, including the record, in whole or in part, is confidential.

16 **SECTION 13. POWERS OF ARBITRATOR.**

17 (a) Unless otherwise provided in an agreement to arbitrate, the arbitrator may do any of  
18 the following to the same extent as a court in a family law dispute under the law of this state  
19 other than this [act]:

20 (1) hold a conference with the parties;

21 (2) determine the date, time, place, and location of a hearing;

22 (3) appoint an expert;

23 (4) administer an oath or affirmation and issue a subpoena for the attendance of a

1 witness and for the production of documents and other evidence at a hearing;

2 (5) order discovery concerning an issue being arbitrated and determine the date,  
3 time, and place of discovery;

4 (6) determine the admissibility, relevance, materiality, and weight of evidence;

5 (7) permit a deposition of a witness for use as evidence at the hearing;

6 (8) prohibit a party from disclosing trade secrets and privileged, confidential, or  
7 other information protected from disclosure;

8 (9) appoint an attorney, guardian ad litem, or other representative for a child;

9 (10) allocate arbitration fees, attorney's fees, and other costs between the parties  
10 or to one party; and

11 (11) require each party to provide information, including:

12 (A) a copy of any relevant court order;

13 (B) information required to be disclosed in a family law dispute under law  
14 of this state other than this [act]; and

15 (C) a proposed award that addresses each issue in arbitration.

16 (b) On motion to the court by a party, a subpoena or other award issued by the arbitrator  
17 may be enforced as in a family law dispute.

18 **SECTION 14. RECORD OF HEARING.**

19 (a) A recording, transcript, or other record must be made of any part of a hearing  
20 concerning custodial responsibility, parental status, or child support, in the manner required by  
21 law of this state other than this [act].

22 (b) Except as otherwise provided by an arbitration agreement or subsection (a), an  
23 arbitration hearing need not be recorded or transcribed.

1           **SECTION 15. AWARD.** An arbitrator shall make an award in a signed record on each  
2 contested issue stating the reasons for the award. The parties may agree in a record that the  
3 arbitrator need not provide a statement of reasons for the award, except for an award of custodial  
4 responsibility, parental status, or child support. The arbitrator shall give a copy of the award to  
5 each party.

6           **SECTION 16. CORRECTION OF AWARD.**

7           (a) On motion by a party not later than [20] days after receiving notice of a final award,  
8 the arbitrator may correct the award:

9                   (1) on a ground stated in Section 18(b); or

10                   (2) to clarify the award.

11           (b) A party shall give notice of an objection to the [motion] not later than [ten] days after  
12 receipt of notice under subsection (a).

13           (c) If a motion is pending under Section 18 or 19, the court may submit the motion to the  
14 arbitrator to consider whether to correct the award.

15           **SECTION 17. CONFIRMATION OF AWARD.**

16           (a) After receiving notice of an award, a party may move the court for confirmation of  
17 the award. Except as otherwise provided in subsection (b), the court shall issue a confirmation  
18 unless:

19                   (1) the parties agree in a record that part or all of the award shall not be

20 confirmed;

21                   (2) the award has been corrected pursuant to Section 16 or 18; or

22                   (3) the award is vacated pursuant to Section 19.

23           (b) If neither party moves to correct or vacate an award, the award involving custodial

1 responsibility [, parental status,] or child support may be confirmed if the court finds that the  
2 award on its face complies with law of this state other than this [act].

3 (c) An award is enforceable on confirmation.

4 **SECTION 18. CORRECTION OF AWARD BY COURT.**

5 (a) On motion made not later than [30] days after a party receives notice of an award or  
6 of a corrected award under Section 16, a party may move the court to correct the award.

7 (b) The court may correct the award if it finds:

8 (1) a mathematical miscalculation or a mistake in the description of a person,  
9 thing, or property referred to in the award; or

10 (2) the award is imperfect in a matter of form not affecting the merits of the  
11 decision on the family law dispute.

12 **SECTION 19. VACATION OF AWARD.**

13 (a) On motion by a party, the court shall vacate an award only on one or more of the  
14 following grounds:

15 (1) the award determines custodial responsibility[, parental status,] or child  
16 support and:

17 (A) the award does not state a reason for the award; or

18 (B) a party demonstrates by clear and convincing evidence the award will  
19 [be contrary to the best interests of] [result in harm to] the child, based on the record of the  
20 arbitration hearing and any facts that have arisen since the hearing;

21 (2) the award was obtained by corruption, fraud, or other undue means;

22 (3) there was:

23 (A) evident partiality by the an arbitrator appointed as a neutral arbitrator;

- 1 (B) corruption by the arbitrator; or  
2 (C) misconduct by -the arbitrator prejudicing the rights of a party;  
3 (4) the arbitrator exceeded the arbitrator's powers;  
4 (5) the arbitrator refused to postpone a hearing on showing of sufficient cause for  
5 postponement, refused to consider evidence material to the controversy, or otherwise conducted  
6 the hearing in a manner that substantially prejudiced the rights of a party;  
7 (6) there was no agreement to arbitrate, unless the party participated in the  
8 arbitration without objecting not later than the beginning of the arbitration hearing; [or]  
9 (7) the arbitration was conducted without proper notice of initiation of arbitration  
10 so as to prejudice substantially the rights of a party to the arbitration proceeding[.] [; or  
11 (8) any other basis for vacating the award under law of this state other than this  
12 [act] governing voluntary binding arbitration.

13 (b) A motion under this section to vacate an award must be filed not later than [30] days  
14 after the party filing the motion receives notice of the award or a corrected award, or not later  
15 than [30] days after the ground of corruption, fraud, or undue means is known or by the exercise  
16 of reasonable care could have been known to the party filing the motion.

17 (c) If the court vacates an award on a ground other than under subsection (a)(6), it may  
18 order a rehearing. If the award is vacated under subsection (a)(2) or (3), the rehearing must be  
19 before a new arbitrator. If the award is vacated on any other ground, the hearing may be before  
20 the arbitrator who made the award.

21 (d) If the court denies a motion to vacate an award, it shall confirm the award unless a  
22 motion to correct the award is pending.  
23



1           **SECTION 20. MODIFICATION OF CONFIRMED AWARD.** If there is a dispute  
2 about the meaning or validity of an award confirmed under Section 17 or if circumstances arise  
3 after the confirmation of the award that warrant a modification of the award under law of this  
4 state other than this [act], the parties may proceed under law of this state other than this [act] or  
5 may agree to arbitrate before the original arbitrator or a new arbitrator.

6           **SECTION 21. LIMITED RIGHT OF APPEAL.**

7           (a) An appeal may be taken from a judgment or decree entered under this [act] or a court  
8 order under this [act]:

- 9                   (1) denying a motion to compel arbitration;
- 10                   (2) granting a motion to stay arbitration;
- 11                   (3) confirming or denying confirmation of an award;
- 12                   (4) correcting the award; or
- 13                   (5) vacating the award without directing a rehearing.

14           (b) The grounds for appeal of an award of custodial responsibility[, parental status,] or  
15 child support shall be limited to the grounds provided in Section 19.

16           **SECTION 22. ENFORCEMENT OF CONFIRMED AWARD.**

17           (a) The court shall enforce an award, including a temporary award, that has been  
18 confirmed by court order in the manner and to the same extent as any other order or judgment  
19 entered by a court.

20           (b) The court shall enforce an award in a family law dispute from another state which  
21 has been confirmed by a court in an arbitration process consistent with this [act].

22           **SECTION 23. UNIFORMITY OF APPLICATION AND CONSTRUCTION.** In

23 applying and construing this uniform act, consideration must be given to the need to promote

1 uniformity of the law with respect to its subject matter among states that enact it.

2           **SECTION 24. RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND**  
3 **NATIONAL COMMERCE ACT.** This [act] modifies, limits, or supersedes the Electronic  
4 Signatures in Global and National Commerce Act, 15 U.S.C. Section 7001 et seq., but does not  
5 modify, limit, or supersede Section 101(c) of that act, 15 U.S.C. Section 7001(c), or authorize  
6 electronic delivery of any of the notices described in Section 103(b) of that act, 15 U.S.C.  
7 Section 7003(b).

8           **SECTION 25. APPLICABILITY.** This [act] applies to an arbitration pursuant to an  
9 agreement to arbitrate a family law dispute made on or after [the effective date of this [act]]. If  
10 the agreement was made before [the effective date of this [act]], the parties may agree in a record  
11 that this [act] applies to the arbitration.

12           **SECTION 26. EFFECTIVE DATE.**

13           This [act] takes effect . . . .