A Practice Note explaining how to enforce arbitral awards in Mississippi state and federal courts. This Note explains the procedure for confirming an arbitration award in Mississippi and the grounds for challenging enforcement under Mississippi and federal law, including the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the Federal Arbitration Act, and the Mississippi arbitration statutes. This Note also briefly explains the procedure for vacating, modifying, or correcting an arbitral award in Mississippi.

SCOPE OF THIS NOTE

The prevailing party in an arbitration may need to enforce the arbitration award if the losing party refuses to pay or voluntarily comply. In the arbitration context, enforcement generally refers to judicial confirmation, modification, or correction of an arbitration award, and entry of a judgment on the award.

This Note explains how a party may enforce an arbitration award in either the state or federal courts in Mississippi. It describes the relevant state and federal statutes, jurisdictional and venue considerations, procedures for enforcing the award in state and federal court, and potential challenges to enforcement. This Note also briefly explains the legal standards and procedure for vacating or appealing an arbitration award in state and federal courts in Mississippi.

This Note does not cover the mechanics of debt collection once a party obtains a judgment. For information about enforcing a federal judgment, see Practice Note, Enforcing Federal Court Judgments: Basic Principles (1-531-5966).

For more information about enforcing or challenging arbitration awards generally, see Enforcing or Challenging Arbitration Awards in the US Toolkit (W-002-9420).

STATUTORY FRAMEWORK

To enforce an arbitration award in Mississippi, a party must first determine whether federal or state law governs the enforcement procedure. In Mississippi, an arbitration may be governed by:

- The Federal Arbitration Act (FAA) (see Federal Arbitration Act).
- The Mississippi Arbitration Act (MAA) (see Mississippi Arbitration Law).

Mississippi law also provides for arbitration of controversies arising from construction contracts (Miss. Code Ann. §§ 11-15-101 to 11-15-143). However, this Note does not discuss construction contract arbitration.

FEDERAL ARBITRATION ACT

US arbitration law greatly favors the enforcement of arbitration awards, including those rendered outside US territory. The FAA is the federal statute that governs arbitration. The FAA:

- Governs domestic US arbitrations and applies to maritime disputes and contracts involving commerce, which is defined broadly (9 U.S.C. §§ 1 to 16) (Chapter 1) (see Domestic Arbitrations Under FAA Chapter 1).

The FAA applies to a broad range of arbitration awards (see Citizens Bank v. Alafabco, Inc., 539 U.S. 52, 55-56 (2003)). Together with the New York Convention, the FAA governs the enforcement of most arbitral awards in the US. The FAA applies to arbitrations even if the contract containing the arbitration clause also contains a choice of law provision specifying that Mississippi law governs that contract. Therefore, if the parties want state procedural, statutory, or common
law to govern enforcement of their arbitration agreement or award, they must expressly say so in the contract (see Hall St. Assoc's., L.L.C. v. Mattel, Inc., 552 U.S. 576, 590 (2008)).

For more information on the FAA, see Practice Note, Understanding the Federal Arbitration Act (9-500-9284).

**Domestic Arbitrations Under FAA Chapter 1**

Chapter 1 of the FAA applies to arbitrations and awards that involve:

- Maritime matters.
- Interstate and foreign commerce.
- (9 U.S.C. § 2.)

For more information on enforcing domestic arbitration awards under Chapter 1 of the FAA, see Practice Note, Enforcing Arbitration Awards in the US: Enforcement of Arbitration Awards Under Chapter 1 of the FAA for Non-New York Convention Awards (9-500-4550).

**New York Convention**

Chapter 2 of the FAA implements the New York Convention and provides federal court jurisdiction for the enforcement of international awards under the New York Convention (9 U.S.C. §§ 201 to 208). It applies to arbitration agreements and awards arising out of a legal commercial relationship, whether or not contractual, including a transaction, contract, or agreement described in Chapter 1 of the FAA (9 U.S.C. § 2). However, an arbitration based on an agreement arising out of a relationship entirely between US citizens does not fall under the New York Convention unless that relationship:

- Involves property located abroad.
- Contemplates performance or enforcement abroad.
- Has some other reasonable relation to one or more foreign states.
- (9 U.S.C. § 202.)

If the New York Convention and the FAA conflict, the New York Convention applies (9 U.S.C. § 208). An arbitration award issued in a country that is a signatory to the New York Convention is generally enforceable in the US subject to the New York Convention’s provisions for refusal of enforcement and recognition (see Article, Fifty Years of the New York Convention on Arbitral Awards: success and controversy (3-384-4388)).

For more information on enforcing international arbitration awards under the New York Convention, see Practice Note, Enforcing Arbitration Awards in the US: Enforcement of Arbitration Awards Under Chapter 2 of the FAA Implementing the New York Convention (9-500-4550).

**The Panama Convention**

Chapter 3 of the FAA implements the Panama Convention and provides federal courts with subject matter jurisdiction over the enforcement of arbitration awards that are governed by the Panama Convention (9 U.S.C. §§ 203 and 302). The Panama Convention applies to arbitrations arising from a commercial relationship between citizens of nations that have signed the Panama Convention if, with certain exceptions, the parties are not all US citizens (9 U.S.C. §§ 301 to 307). If both the Panama Convention and the New York Convention apply to an international arbitration, the New York Convention controls unless either:

- The parties expressly agree that the Panama Convention applies.
- A majority of the parties to the arbitration agreement are citizens of a nation or nations that:
  - ratified or acceded to the Panama Convention; and
  - are member states of the Organization of American States.
- (9 U.S.C. § 305.)

Because parties most often enforce arbitration awards under the New York Convention or the FAA’s domestic arbitration provisions, this Note does not provide a detailed analysis of the Panama Convention.

**MISSISSIPPI ARBITRATION LAW**

Mississippi law follows the federal policy favoring arbitration (see Briovarx, LLC v. Transcript Pharmacy, Inc., 163 So.3d 311, 315 (Miss. Ct. App. 2015)). The MAA is Mississippi’s general arbitration statute (Miss. Code Ann. §§ 11-15-1 to 11-15-37). The MAA applies to all arbitration agreements except for construction contract arbitrations. The MAA provides a general framework for conducting an arbitration and enforcing the arbitration agreement and award.

**INTERPLAY BETWEEN FEDERAL AND MISSISSIPPI ARBITRATION LAW**

The FAA applies to transactions affecting commerce, a term courts define broadly (see Regions Bank v. Britt, 642 F. Supp. 2d 584, 590 (S.D. Miss. 2009)). State and federal courts in Mississippi apply the FAA’s substantive provisions where the FAA governs the enforcement of an arbitration agreement or award (see IP Timberlands Operating Co. v. Denmiss Corp., 726 So.2d 96, 107 (Miss. 1998)).

The MAA applies to an arbitration agreement if the arbitration clause expressly provides that Mississippi law governs, even if the FAA otherwise applies (see Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ., 489 U.S. 468, 479 (1989)). Therefore, if the parties want Mississippi law to govern enforcement of their arbitration agreement or award, they must expressly designate Mississippi as the governing law of the arbitration process in their contract’s arbitration clause (see Hancock Fabrics, Inc. v. Rowdec, LLC, 2013 WL 866977, at *8 (N.D. Miss. Mar. 7, 2013)). If both the FAA and MAA could apply to the enforcement of an arbitral award, the FAA’s substantive provisions preempt any conflicting provisions of MAA (see Kindred Nursing Centers Ltd. P’ship v. Clark, 137 S.Ct. 1421, 1426 (2017)).

Although the FAA’s or MAA’s substantive provisions may apply in either state and federal court:

- The FAA’s procedural rules govern enforcement actions in federal court (see Confirmation Procedure in Federal Court).
- The MAA’s procedural rules govern enforcement actions in Mississippi state court, unless any state procedural rule is inconsistent with federal policy in favor of enforcing arbitration agreements (see Mississippi Confirmation Procedure (9-531-3925)).

(See Volt, 489 U.S. at 476-77.)

**CONFIRMING AWARDS**

To enforce an arbitration award under the FAA or the MAA, a party must move for confirmation in a court of competent jurisdiction (9 U.S.C. § 9; Miss. Code Ann. § 11-15-21). Because a confirmation
proceeding is intended to be a summary, expedited proceeding, it is typically faster than a lawsuit on the merits, especially if no party challenges the award.

**CONFIRMING AWARDS UNDER THE FAA**

In the Fifth Circuit, a court may only confirm or vacate a final award under the FAA, not a partial or non-final award (see *Folse v. Richard Wolfe Med. Instruments Corp.*, 56 F.3d 603, 605 (5th Cir. 1995)).

**Standard for Confirmation Under the FAA**

A court must confirm an arbitration award under the FAA unless it finds grounds to vacate, modify, or correct the award (9 U.S.C. § 9; see *UniFirst Corp. v. Protein Prods., Inc.*, 2014 WL 1225657, at *3 (N.D. Miss. Mar. 25, 2014)). Federal courts have a limited role in reviewing awards and defer to the arbitrator’s decision wherever possible (see *Anderman/Smith Operating Co. v. Tenn. Gas Pipeline Co.*, 918 F.2d 1215, 1218 (5th Cir. 1990)).

**Federal Court Jurisdiction**

Although the FAA creates federal substantive law that requires parties to honor arbitration agreements, Chapter 1 of the FAA does not create any independent subject matter jurisdiction (see *Southland Corp. v. Keating*, 465 U.S. 1, 16 n.9 (1984) (citing *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 25 n.32 (1983)); *Smith v. Rush Retail Ctrs., Inc.*, 360 F.3d 504, 505-06 (5th Cir. 2004)). Before a federal court may enforce an award under Chapter 1 of the FAA, the requesting party must show that the court has either:

- Diversity jurisdiction.
- Federal question jurisdiction.


Courts are split on whether they may “look through” to the arbitration claims in determining subject matter jurisdiction for an application to confirm, vacate, or modify an arbitration award under Sections 9, 10, or 11 of the FAA. Some courts have held that, in light of the reasoning in *Vaden*, courts may look through to the underlying arbitration claims to determine if the application presents a federal question (see *Ortiz-Espinosa v. BBVA Sec. of Puerto Rico, Inc.*, 852 F.3d 36, 46-47 (1st Cir. 2017); *Doscher v. Sea Port Grp. Sec., LLC*, 832 F.3d 372, 388 (2d Cir. 2016)). In other courts, the fact that the underlying arbitration involves federal claims does not confer federal jurisdiction for the petition to confirm or vacate (see *Goldman v. Citigroup Global Markets, Inc.*, 834 F.3d 242, 253-55 (3d Cir. 2016); *Magruder v. Fid. Brokerage Servs. LLC*, 818 F.3d 285, 288 (7th Cir. 2016)). The Fifth Circuit has not addressed this issue.


To establish personal jurisdiction in cases involving foreign awards, the party seeking to confirm an arbitration award may invoke personal jurisdiction, in rem jurisdiction, or quasi-in-rem jurisdiction as applicable if their use under the circumstances also comports with due process standards.

The requesting party must serve international parties under FRCP 4, because neither the FAA nor the New York Convention provides direction on how to serve international parties. Under the 2016 amendment to FRCP 4(m), the 90-day time limit for serving process does not apply to service abroad on corporations, partnerships, or associations. For information on serving international parties, see Practice Note, International Litigation: US Laws Governing Cross-Border Service of Process (9-531-3925).

Under the FAA, once the requesting party serves a notice of an application for confirmation on all parties, the federal court has personal jurisdiction over those parties (9 U.S.C. § 9).

**Federal Venue**

Arbitration agreements may contain forum selection clauses specifying the forum for an arbitration award’s enforcement. The FAA, the New York Convention, and the Panama Convention generally give effect to the forum the parties specify (9 U.S.C. §§ 9, 204, and 302).

For domestic arbitrations under Chapter 1 of the FAA, a party seeking enforcement must file the application for judicial confirmation in either:

- The court the parties specified for entering judgment on the award in the arbitration agreement, if any.
- Any court in the district where the arbitrator issued the award, if the arbitration agreement does not identify a particular court for entry of judgment on the award.

*(9 U.S.C. § 9.)*

If the parties consent to final and binding arbitration and fully participate in the arbitration process, courts deem their consent and participation to evidence their consent to having a court confirm the resulting award (see *Specialty Healthcare Mgmt, Inc. v. St. Mary Par. Hosp.*, 220 F.3d 650, 652 n.1, 653 (5th Cir. 2000); *Sullivan v. El Paso Corp.*, 2007 WL 1032349, at *5 n.35 (S.D. Tex. Apr. 2, 2007)).

Under the New York and Panama Conventions, a party may file a petition for judicial confirmation in either:

- Any court in which the parties could have brought the underlying dispute if there had been no agreement to arbitrate.
- A location specified for arbitration in the arbitration agreement if that location is within the US.

*(9 U.S.C. §§ 204 and 302.)*

**Timing**

Under the FAA, a party to the arbitration may apply for an order confirming the award within one year after the arbitrator makes the award (9 U.S.C. § 9). The federal circuit courts of appeal are split on whether this one-year time limitation is mandatory (compare *Photopoint Techs., LLC v. Smartlens Corp.*, 335 F.3d 152, 158 (2d Cir. 2003) (Section 9 is a mandatory one-year statute of limitations) with *Sverdrup Corp. v. WHC Constructors, Inc.*, 989 F.2d 148, 151...
A copy of the award.

Any documents a party submitted in connection with any application to modify or correct the award.

The moving party must serve notice of the confirmation application on the adverse party, at which point the court assumes jurisdiction over the adverse party as though it had appeared generally in the proceeding. If the adverse party is:

- A resident of the district in which the arbitrator made the award, the moving party serves, in the same way a party serves a notice of motion in that court, either:
  - the party; or
  - the party’s attorney.
- Not a resident of the district, the moving party serves notice:
  - by the marshal of any district in which the adverse party is located; and
  - in the same way as it serves any other process of court. (9 U.S.C. § 9.)

An application to confirm an arbitration award is a summary proceeding. The court may hear argument but does not hold a hearing. Parties do not present evidence. The court confirms the arbitration award based on the parties’ submissions and argument, if any. If no party challenges the enforcement and the court finds no grounds for modifying or vacating the award, the court confirms it and enters judgment (see Vacating Awards Under the FAA).

For more information on confirming an arbitration award in federal court, see Practice Note, Enforcing Arbitration Awards in the US: General Confirmation Procedure: Application by Motion or Petition (9-500-4550). For a sample petition to confirm an arbitration award in federal court with integrated notes and detailed drafting tips, see Standard Document, Petition to Confirm Arbitration Award (Federal) (W-000-5309). For a sample petition to confirm a foreign arbitral award in federal court with integrated notes and drafting tips, see Standard Document, Petition to Recognize and Enforce Foreign Arbitration Award (Federal) (W-000-7469).

CONFIRMING AWARDS UNDER THE MAA

A party seeking to confirm an arbitration award in Mississippi state court must file a petition or motion to confirm (see Mississippi Confirmation Procedure). Under the MAA, the court must liberally construe the statute to encourage the settlement of disputes and prevent litigation (Miss. Code Ann. § 11-15-37).

Standard for Confirmation Under the MAA

The MAA provides the procedure and standard for confirming an arbitration award in Mississippi state court. The scope of judicial review of the award is extremely limited (see Paige Elec. Co. v. Davis & Feder, P.A., 231 So.3d 201, 204 (Miss. Ct. App. 2017)). On application of a party, the state court must confirm an award unless the adverse party challenges the application and persuades the court that there are grounds for vacating or modifying the award (Miss. Code Ann. § 11-15-21; see Wilson v. Greyhound Bus Lines, Inc., 830 So.2d 1151, 1157 (Miss. 2002); Margerum v. Bud’s Mobile Homes, Inc., 823 So.2d 1167, 1169-71 (Miss. 2002); Standard to Vacate Under the MAA and Standard for Modifying or Correcting Under the MAA).

Mississippi Court Jurisdiction and Venue

The MAA allows parties to agree on a specific court to render judgment on an arbitration award if that the court has subject matter jurisdiction (Miss. Code Ann. § 11-15-1). However, if the selected court
does not have subject matter jurisdiction, any Mississippi court may render judgment if the court:

- Has subject matter jurisdiction.
- Is located in the county where at least one losing party resides. (Miss. Code Ann. § 11-15-1.)

Most applications to confirm an arbitration award fall under the jurisdiction of the Circuit Court, which has jurisdiction over all actions with an amount in controversy over $200 (Miss. Code Ann. § 9-7-81). For small claims, the Justice Court has concurrent jurisdiction with the Circuit Court for matters where the amount in controversy exceeds $200 and is less than $3,500 (Miss. Code Ann. § 9-11-9). In some counties, the County Court has concurrent jurisdiction with the Justice Court in all matters, and with the Circuit Court for matters where the amount in controversy does not exceed $200,000 (Miss. Code Ann. 9-9-21).

Time Limits Under the MAA
Under the MAA, a party must seek confirmation of an arbitral award within one year after the arbitrator makes and publishes the award (Miss. Code Ann. § 11-15-21).

Mississippi Confirmation Procedure
A party seeking to confirm an arbitration award under the MAA must file a motion to confirm, even if there is no action pending between the parties. The motion must attach:

- The articles of submission to arbitration. The articles of submission are the parties’ written agreement to submit their dispute to arbitration, such as the arbitration clause in the parties’ contract (see Margerum, 823 So. 2d at 1170-71).
- The arbitration award. The award must be in writing and signed by the arbitrators (Miss. Code Ann. § 11-15-19).

(Miss. Code Ann. § 11-15-21.) A party’s failure to comply with these procedural requirements is not grounds for vacating the award (see Margerum, 823 So. 2d at 1170-71).

Many Mississippi courts have implemented a case management/electronic case filing (CM/ECF) system, which allows registered users to file and serve case documents electronically. Counsel should consult the Mississippi Electronic Courts website for information on courts that accept electronic filing and instructions for registering.

After a party files the motion and supporting documents, the court must confirm the award unless it finds statutory grounds for vacating or modifying the award (Miss. Code Ann. § 11-15-21; see Standard to Vacate Under the MAA). However, the court may not confirm the award if the requesting party fails to serve notice of the application on all adverse parties at least five days before the hearing (Miss. Code Ann. § 11-15-21).

Once the court confirms the award, the court enters judgment on the award in the same way the court enters judgment in any case in the circuit or chancery court (Miss. Code Ann. § 11-15-31).

**VACATING, MODIFYING, OR CORRECTING AWARDS**
Both the FAA and the MAA permit a party to challenge, request modification, or request correction of an arbitration award.

For detailed information on vacating, modifying, or correcting arbitration awards in federal court, see Practice Note, Vacating, Modifying, or Correcting an Arbitration Award in Federal Court (W-000-6340). For a sample petition to vacate an arbitration award in federal court, see Standard Document, Petition to Vacate, Modify, or Correct Arbitration Award (Federal) (W-000-5608).

**VACATING AWARDS UNDER THE FAA**

**Standard for Vacating Under the FAA**
A district court’s review of an arbitral award is extraordinarily narrow (see Downer v. Siegel, 489 F.3d 623, 626 (5th Cir. 2009)). Under the FAA, a court may vacate an award if:

- The award was obtained by corruption, fraud, or undue means.
- The arbitrator was partial or corrupt.
- The arbitrator engaged in misconduct by:
  - refusing to hear evidence pertinent and material to the controversy; or
  - engaging in any other behavior that prejudices the rights of any party.
- The arbitrator exceeded his powers or so imperfectly executed them that the arbitrator did not make a mutual, final, and definite award on the matters the parties submitted to arbitration. (9 U.S.C. § 10.)

Some US courts have held that courts may also vacate arbitral awards under the FAA on the common law ground of manifest disregard of the law. However, the continuing viability of manifest disregard of the law as a ground for *vacatur* in the federal courts is uncertain because the US Supreme Court has held that:

- The FAA lists the exclusive grounds for refusing to enforce an award, and it does not list manifest disregard of the law as one of the grounds.
- Parties may not agree to expand the scope of judicial review of arbitral awards.

(See Hall St., 552 U.S. at 586.)

The federal courts of appeal are split on whether manifest disregard remains a proper ground for *vacatur* in the federal courts after *Hall Street*. In the Fifth Circuit, manifest disregard of law is no longer a ground to vacate an arbitral award. Therefore, the grounds for *vacatur* listed in Section 10(a) are exclusive in the Fifth Circuit. (See Citigroup Global Markets, Inc. v. Bacon, 562 F.3d 349, 358 (5th Cir. 2009)). In state court actions governed by the FAA, the Mississippi courts also view the *vacatur* grounds in Section 10 as exclusive (see Robinson v. Henne, 115 So. 3d 797, 800-03 (Miss. 2013)).

The New York Convention does not expressly provide for vacating awards, but it provides grounds for opposing the enforcement of award, including challenges to the validity of:

- The award.
- The arbitral panel.
The arbitration agreement.
- The arbitration process.

(New York Convention, Art. V(1) and (2).)

For information on opposing enforcement of awards under the New York Convention, see Practice Note, Enforcing Arbitration Awards in the US: Enforcement of Arbitration Awards Under Chapter 2 of the FAA Implementing the New York Convention: Defending Against Enforcement (3-500-4550).

Procedure to Vacate Under the FAA

Under the FAA, a party seeking to vacate an arbitral award must serve an application to vacate on the adverse party or its attorney within three months after the filing or delivery of the award (9 U.S.C. § 12; Brown v. Witco Corp., 340 F.3d 209, 218 n.8 (5th Cir. 2003)).

If a party previously filed a lawsuit relating to the arbitration such as an application to compel arbitration or confirm the award, then the party seeking to vacate the award must bring the vacatur application as a motion in the same court (see IDS Life Ins. Co. v. Royal All. Assocs., Inc., 266 F.3d 645, 653 (7th Cir. 2001)).

If there is no lawsuit already pending involving the arbitration, a party seeking to vacate, modify, or correct an arbitral award must commence an action by filing a petition (see Confirmation Procedure in Federal Court).

The application to vacate is a summary proceeding. The court may hear oral argument but does not hold a hearing. The court decides the application on the parties’ submissions and argument, if any. If the court finds sufficient grounds for vacatur and the time within which the agreement required the award has not yet expired, the court may direct a rehearing by the same arbitrators (9 U.S.C. § 10(b)).

VACATING AWARDS UNDER THE MAA

Standard to Vacate Under the MAA

The grounds for vacating an arbitration award under the MAA, like the grounds for vacatur under the FAA, are very narrow (see Painter v. Regions Ins., Inc., 181 So. 3d 970, 973-74 (Miss. 2015)). The court cannot vacate an award based on mistakes of law or fact, manifest disregard, or lack of an evidentiary basis for the award (see Robinson, 115 So. 3d at 802-03). The court may only vacate the award if the court finds:

- The award was procured by:
  - corruption;
  - fraud; or
  - undue means.
- The arbitrators were guilty of:
  - evident partiality;
  - corruption;
  - not postponing the hearing after a party had shown sufficient cause for the postponement;
  - refusing to hear pertinent or material evidence; or
  - other misbehavior prejudicing the rights of a party.
- The arbitrators exceeded their powers or exercised their powers so imperfectly that they failed to make a definite and final award.

(Miss. Code Ann. § 11-15-23.)

The court may refuse to vacate an award:
- That exceeds the arbitrators’ powers if the party challenging the award participated fully in the arbitration proceedings without objection.
- On the grounds of ex parte contact between a party and an arbitrator if there is no proof the contact constituted corruption, fraud, or undue means.

(See Painter, 181 So. 3d at 977-80.)

An arbitrator’s general interest in an industry is insufficient for a court to vacate an award on grounds of evident arbitrator partiality. Instead, the party challenging the award must demonstrate that the arbitrator had a direct personal pecuniary interest in the case or an actual relationship with one of the parties. (See Herrin v. Milton M. Steward, Inc., 558 So.2d 863, 865 (Miss. 1990).)

Under the MAA, if the court finds grounds to vacate an arbitration award, the court may direct a new hearing by the same arbitrators if the deadline for making the award under the articles of submission has not expired (Miss. Code Ann. § 11-15-29).

Procedure to Vacate Under the MAA

A party seeking to vacate an award under the MAA must make an application to vacate at the next term of court following publication of the award (Miss. Code Ann. § 11-15-27). By October 1 of each year, the court posts in the office of the circuit clerk for each county a notice of the dates and duration of the terms of court for the following year, and mails a copy of the notice to the Secretary of State for publication and distribution to all members of the Mississippi bar (Miss. Code Ann. § 9-7-3(2)).

The losing party in an arbitration should not wait for the winning party to move to confirm the award, but should make an affirmative application to vacate. The winning party has up to one year to seek confirmation (see Mississippi Confirmation Procedure) and can run out the losing party’s clock by waiting to submit its confirmation application until after the court’s next term (see Wells Fargo Advisors, LLC v. Runnels, 126 So.3d 137, 142 (Miss. Ct. App. 2013) (losing party’s opposition to award confirmation motion was a time-barred motion to vacate); see also Rigby v. Roadway Express, Inc., 680 F.2d 342, 343-44 (5th Cir. 1982)).

The party seeking vacatur must give at least five days’ notice in writing to the adverse party (Miss. Code Ann. § 11-15-27). If there is not enough time to provide five days’ notice before expiration of the next court term, the court may stay proceedings until the next term of court for good cause shown (Miss. Code Ann. § 11-15-27).

MODIFYING OR CORRECTING AWARDS UNDER THE FAA

Standard for Modifying or Correcting Under the FAA

A court may modify or correct an award under the FAA where:

- There was an evident material mistake in:
  - the calculation of figures; or
  - the description of any person, thing, or property the award references.
- The arbitrator entered an award on a matter that the parties did not submit, unless it does not affect the merits of the decision on the matter submitted.
The award is imperfect in a matter of form not affecting the merits of the controversy.


The FAA also authorizes courts to modify or correct an award to effect the award’s intent and promote justice between the parties (9 U.S.C. § 11).

Neither the New York Convention nor the Panama Convention identifies any grounds for modifying or correcting an award. Courts may have some leeway under the New York Convention but only if the modification or correction would not interfere with the New York Convention’s clear preference for confirming awards (see Admart AG v. Stephen & Mary Birch Found., Inc., 457 F.3d 302, 309 (3d Cir. 2006)).

Procedure to Modify or Correct Under the FAA
A party seeking to modify or correct an award must serve a petition or motion on the adverse party or its attorney within three months after the arbitrator delivers the award (9 U.S.C. § 12). The proceedings are substantially similar to the proceedings on an application to vacate (see Procedure to Vacate Under the FAA).

MODIFYING OR CORRECTING AWARDS UNDER THE MAA
Standard for Modifying or Correcting Under the MAA
Like the FAA, the MAA permits a court to modify or correct an arbitration award to either:

- Give effect to the award’s intent and promote justice between the parties (Miss. Code Ann. § 11-15-29).

(See Standard for Modifying or Correcting Under the FAA.)

Procedure for Modifying or Correcting Under the MAA
The procedure for modifying or correct an award under the MAA is same as the procedure for vacating an award under the MAA (see Procedure to Vacate under the MAA).

If the court grants the applications, the court modifies the award as needed and enters judgment on the modified award (Miss. Code Ann. § 11-15-31).

AWARDS AND ORDERS SUBJECT TO REVIEW
The FAA permits a party to appeal certain arbitration orders, including:

- An order:
  - confirming or denying a summary action to confirm an award;
  - modifying or correcting an award; or
  - vacating an award without directing a rehearing.
- A judgment or decree a court entered under the FAA.

(9 U.S.C. § 16.)

In Mississippi state court, a party may appeal any final decision regarding arbitration to the Supreme Court of Mississippi (see Sawyer v. Herrin-Gear Chevrolet Co., 26 So. 3d 1026, 1034 (Miss. 2010); Miss. R. App. P. 3 and 4).