



CPR

International Institute for
Conflict Prevention & Resolution

CPR Food Industry Dispute Resolution Commitment

COMPANY

ADDRESS

CITY, STATE, ZIP

TELEPHONE & FAX

Disputes arise between companies in the food industry. We wish to avoid the high expense, long delays, burdens, animosity and uncertainties of litigation. We believe that most such disputes are best resolved privately through negotiation or mediation. We therefore agree that any dispute of the nature herein described arising hereafter between our company, including its subsidiaries in the food industry, and another company in the food industry that has made a similar commitment, will be resolved in the manner stated below.

A. TYPES OF DISPUTES

The following types of disputes will be subject to the procedures set forth in Section B:

- Claims of false advertising
- Disputes involving company-owned trademarks, tradenames or servicemarks
- Trade dress disputes
- Claims of unfair trade practices, e.g. in product marketing
- Disputes involving company-owned patents and/or trade secrets
- Disputes relating to hiring competitors' employees
- Contractual disputes

The preceding notwithstanding, an administrative proceeding involving patent or trademark rights in the United States of America or in another country will not be subject to the procedures set forth in Section B, unless the parties to the proceeding otherwise agree.

B. PROCEDURES

1. Negotiation

When a dispute of the nature described in Section A has arisen between our company and another signatory and is not settled promptly in the normal course of business, the general counsel and other senior executives of the companies shall confer in a good faith effort to resolve the dispute.

2. Mediation

If the parties have not resolved the dispute within 30 days of their first contact pursuant to paragraph B.1., they will attempt in good faith to resolve the dispute by mediation, in accordance with the then current *CPR Model Procedure for Mediation of Business Disputes (Revised 1994)*, except that neither party may withdraw unilaterally from the procedure until 60 days following

selection of the mediator. CPR will assist in the selection of the mediator if needed. The active participation in the mediation of senior executives who have authority to settle the dispute, in addition to the general counsel, is strongly encouraged.

If it is necessary for either party to the mediation to disclose proprietary information or trade secrets, the parties will enter into a protective agreement to maintain such information in confidence and prohibit its disclosure or use for any purpose other than resolving the dispute.

3. **NAD**

A claim of false advertising within the jurisdiction of the National Advertising Division of the Council of Better Business Bureaus (NAD) may be submitted to NAD in lieu of mediation.

4. **Adjudication**

If the mediation procedure fails to result in resolution of the dispute within 60 days of selection of the mediator, each party may unilaterally terminate the procedure and pursue other remedies. Either party may propose submission of the dispute to arbitration, under CPR rules or other rules, or to a private judicial procedure, but no party is obligated to agree to any such procedure.

5. **Commencing Litigation**

The procedures specified in this Section B shall be the sole and exclusive procedures for the resolution of disputes of a nature specified in Section A between signatories provided, however, that a party may file a complaint for statute of limitations or venue reasons, or to seek a preliminary injunction or other provisional judicial relief, if in its sole judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the parties will continue to participate in good faith in the procedures specified herein.

6. **More Than Two Parties**

If the dispute directly involves more than two parties, all of which have made a similar commitment to the procedures set forth herein, such procedures will apply. If one or more of such parties are not willing to comply with these procedures and are indispensable to the resolution of the dispute, none of the parties will be bound to abide by these procedures.

C. CONTRACTUAL DISPUTE RESOLUTION PROVISIONS

Signatories are encouraged to include dispute resolution clauses in their contracts. The above procedures notwithstanding, if a dispute arises out of or relates to a contract between our company and another food processing company which contains dispute resolution provisions in conflict with those set forth above, the contractual provisions will govern.

The above commitments are entered into in consideration of similar commitments by other companies in the food industry made heretofore, simultaneously or hereafter and shall terminate five years from the date hereof, unless renewed.

Chief Executive Officer

Chief Legal Officer

Date _____

Our major subsidiaries in the food industry are:

Note: Please send a signed copy of your statement to the
International Institute for Conflict Prevention & Resolution, 30 East 33rd Street, 6th Floor, New York, NY
10016. CPR will publish a registry of companies subscribing to the Commitment.