

## CPR Global E-Commerce Commitment

Businesses that attempt to contract electronically with other businesses confront inconsistent laws of contract formation and enforcement. The undersigned Company seeks to create enforceable business-to-business electronic contracts, and to resolve disputes concerning those contracts in an expeditious and businesslike way.

Therefore, the undersigned Company, intending to be legally bound, to the extent permitted by applicable law, commits to all other companies signing this Commitment (individually “Company” or “Party” and collectively “Companies” or “Parties”) as follows:

**Definitions:** Definitions of certain terms are contained in the Appendix to this Commitment.

**Scope:** This Commitment applies to E-Contracts. An E-Contract is a Commercial Contract formed electronically where, at the time of entering into the Commercial Contract, all of the parties to the Commercial Contract are Companies, for: the purchase or sale of goods or services; the licensing of, and access to, intellectual property and Informational Rights including the licensing of software and trademarks; and access to electronic databases. Excluded from the definition of E-Contracts are: Consumer Contracts; contracts for the sale or assignment of intellectual property rights; and contracts for the licensing of patents or computer source code.

**Freedom of Contract:** The Parties to any E-Contract may modify any provision of this Commitment by mutual agreement to the extent such modifications are enforceable.

**Contract Formation Commitment:** The Company will adopt and adhere to the following rules in the formation of an E-Contract with other Companies:

- (a) When Companies attempt to create an E-Contract, for the purposes of applicable law they are deemed to have agreed to conduct the transaction Electronically.
- (b) If an E-Contract or applicable law requires a record to be provided, sent, or delivered in writing, an Electronic Record satisfies the contract or applicable law if the Electronic Record is capable of retention (e.g. printing or storing) by the recipient at the time of receipt.
- (c) If a law requires a signature, an Electronic Signature satisfies the law.
- (d) An Electronic Record or Electronic Signature in connection with an E-Contract is attributable to a person if it was the act of the person (the act of a person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to whom the Electronic Record or Electronic Signature was attributed).

(e) An E-Contract subject to this Commitment may be formed by the interaction of Electronic Agents of the Parties even if no individual was aware of or reviewed the Electronic Agents' actions or the resulting terms and agreements.

To the extent that the other Parties to an E-Contract have adhered to these rules, the Company will (1) recognize and not dispute the legal formation or enforceability of any E-Contract with the complying Parties, based upon whether an Electronic Signature, Electronic Record, use of Electronic Agents, or attribution of a signatory is valid in any mediation, arbitration, litigation or other proceedings; and (2) cooperate with the complying Companies to formalize (e.g., notarize) the E-Contract if such formalization is necessary for the E-Contract's enforceability under applicable law.

**Dispute Resolution Commitment:** In the event of a dispute of any kind arising out of an E-Contract with a Party, executives of the Company having authority to resolve the matter will negotiate. If the Parties have not resolved the dispute by such negotiation within 14 calendar days (unless extended by mutual agreement), the Parties will engage in mediation of the dispute, *provided that* the Company shall not be obligated to mediate any dispute if a party (whether or not a party to the E-Contract at issue) that is indispensable to the resolution of the dispute is unwilling to join the mediation. Any mediation that takes place pursuant to this Commitment shall be conducted according to the then-current CPR Mediation Procedure (available at the CPR Website, [www.cpradr.org](http://www.cpradr.org)), unless some other procedure is mutually agreed upon. All mediation proceedings are non-binding and confidential. If mediation fails to result in the resolution of the dispute within 60 days of selection of the mediator, any party may unilaterally terminate the procedure and pursue other remedies. Thereafter, the Parties may consider proposing submission of the dispute to arbitration, under the appropriate CPR Arbitration Rules or any other rules.

Nothing in this Commitment shall constitute a waiver of the Company's legal right to assert any claims or defenses whatsoever or to obtain provisional relief. In the event that the Company initiates a lawsuit, arbitration or other adjudicative action with respect to an E-Contract, then it shall agree to stay all proceedings in such action for as long as the negotiation and mediation contemplated by this Commitment continue insofar as, in its sole judgment, doing so would not prejudice its legal rights. Each Party is required to continue to perform its obligations under the applicable E-Contract pending final resolution of any dispute arising out of the E-Contract, unless to do so would be impossible or impracticable under the circumstances.

**Substantive Law/Choice of Law or Forum:** Except as provided in this Commitment, the substantive legal consequences of any E-Contract shall be determined by applicable law. The Parties' choice of legal jurisdiction or forum will make the E-Contract subject to such legal jurisdiction or forum. In the event of any dispute arising out of the E-Contract it is the intent of the Parties that the exclusive choice of law or forum be given the broadest possible legal effect and consideration.

**Effectiveness, Termination:** This Commitment does not apply to any E-Contract entered into by the Company prior to the date of the Company's execution of this Commitment. The Company may terminate this Commitment at any time upon notice to CPR. Such termination shall be effective upon the earlier of (1) posting of such termination by CPR on the CPR Website, or (2) actual notice by the terminating Company to a prospective contracting Company.

**Registration, Certification Mark.** The Company will be deemed a participant to this Commitment upon the receipt by the CPR of an executed copy of this Commitment, and of an Annual Registration Fee, currently in the amount of \$ 250.00 U.S., and will remain a participant until notice of termination or until fewer than twenty (20) Companies remain participants. A list of currently participating Companies in good standing and other information concerning the Commitment will be maintained at the CPR Website. Such participants may display a CPR Certification Mark showing that they are signatories of this Commitment. The use of the CPR Certification Mark by the Company is subject to the terms and conditions for such use, from time to time, established by CPR and posted on the CPR Website.

**Affiliates:** The Company will use commercially reasonable efforts to cause its Affiliates as they, from time to time, become Company Affiliates, to enter into this Commitment.

**No Rights In Third Parties:** This Commitment shall create no rights in third parties.

**Severability:** If any part of this Commitment is unenforceable under applicable law, all other parts of the Commitment shall nevertheless remain in full force and effect.

Company \_\_\_\_\_

By \_\_\_\_\_ E Mail Address \_\_\_\_\_

Signature \_\_\_\_\_ Telephone/Fax \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Note: Please send a signed copy of this Protocol 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 Protocol.*

## APPENDIX

**“Affiliate”** means any person, partnership, joint venture, corporation or other form of enterprise including, but not limited to, subsidiaries, which are controlled by a Company.

**“Commercial Contract”** means an electronic contract that is not a Consumer Contract.

**“Consumer”** is an individual who is a buyer of goods, services, licensed software or data that the individual, at the time of contracting, intends to use primarily for personal, family or household purposes.

**“Consumer Contract”** means a contract between a merchant and a consumer.

**“Controlled”** means the ownership of in excess of 50% of the voting or equity securities of the Affiliate or the power to direct or cause the direction of the management and operating policies of the Affiliate by contract, voting trust or otherwise.

**“CPR”** means the CPR Institute for Dispute Resolution, a not-for-profit corporation.

**“CPR Certification Mark”** means a graphic design that is the intellectual property of CPR, license to which is granted to Companies in good standing pursuant to the terms of this Commitment and such other terms and conditions that may be established from time to time by CPR and published at the CPR Website.

**“CPR Website”** means <http://www.cpradr.org>.

**“Electronic Agent”** means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performances in whole or in part, without review or action by an individual.

**“Electronically”** means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

**“Electronic Record”** means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, that is created, generated, sent, communicated, received or stored by electronic means.

**“Electronic Signature”** means an electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

**“Informational Rights”** include all rights in information created under laws governing patents, copyrights, mask works, trade secrets, trademarks, publicity rights, or any other law that gives a person, independently of contract, a right to control or preclude another person’s use of or access to the information on the basis of the rights holder’s interest in the information.