The CPR International Reinsurance Industry Dispute Resolution Protocol

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ABOUT CPR

The International Institute for Conflict Prevention and Resolution (formerly the CPR Institute for Dispute Resolution) is a membership-based nonprofit organization that promotes excellence and innovation in public and private dispute resolution, serving as a primary multinational resource for avoidance, management, and resolution of business-related disputes.

CPR Members – General counsel and senior lawyers of Fortune 500 organizations as well as partners in the top law firms around the world. It is a committed and active membership, diligently participating in CPR activities and serving on committees.

The CPR 1,000 – 1,000 of the highest quality arbitrators and mediators, with specialization in over 17 practice areas and industries. As part of CPR’s nomination process, we check not only the suitability, but the availability of all neutrals nominated, as well as disclosing any conflicts of interest prior to submission of names to the disputants.

CPR Pledge Signers – More than 4,000 operating companies have committed to the Corporate Policy Statement on Alternatives to Litigation®. Moreover, better than 1,500 law firms have signed the CPR Law Firm Policy Statement on Alternatives to Litigation®, including 400 of the nation’s 500 largest firms. This Pledge has been invaluable in bringing disputing parties to the negotiating table.

CPR’s Commitment – As we celebrate over 25 years of achievement, we continue to dedicate the organization to providing effective, innovative ways of preventing and resolving disputes affecting business enterprises. We do so through leadership and advocacy, and by providing comprehensive resources such as information, training, consultation, neutrals, and networking for business, the judiciary, government, and other institutions.
The International Institute for Conflict Prevention and Resolution is pleased to propound the CPR International Reinsurance Industry Dispute Resolution Protocol.

The Protocol is the product of consultations with representatives of leading companies and law firms in the London and American insurance markets, and is offered as a statement of “best practices” to encourage the early and efficient resolution of disputes between Reinsurers and Reinsureds.

The Protocol may be used in any number of ways:

- Insurers may wish to refer to it, or expressly incorporate it, in their treaties and agreements.
- Insurers may wish to adopt it on a unilateral basis, as a statement of their own policies and procedures.
- Parties to particular disputes may wish to adopt the Protocol as a means of managing information exchange. Alternatively, the Protocol may be modified by parties as the challenges of a particular matter may demand.
- Groups of Insurers, trade associations, and others may wish to use the Protocol as a basis for broader discussion of best practices in the field.
CPR International Reinsurance Industry Dispute Resolution Protocol: A Summary

The CPR International Reinsurance Industry Dispute Resolution Protocol consists of two parts: first, a statement of intent to follow certain Procedures in the event of certain disputes arising between reinsureds and reinsurers, pursuant to an agreed-upon timetable; and second, a detailed account of the Procedures that are to be followed.

The Protocol sets forth a straightforward, four-step method for:

1. identifying and giving early notice of a dispute arising from an Agreement of Reinsurance;
2. exchanging information and documents that would permit a commercially reasonable assessment of the issues in dispute;
3. directly negotiating with the parties to resolve the dispute; and, if necessary;
4. introducing a skilled, neutral third party to facilitate those negotiations through a mediation procedure.

The Protocol is not a legally binding agreement. A company choosing to adopt it waives no right, defense or privilege, and no cause of action arises from a company’s declining to follow it. However it is anticipated that the industry’s adherence to the “best practices” set forth in Protocol, in the exercise of good will and cooperation, will yield substantial economic benefits over time.

The Protocol is initiated by a company’s giving notice of a dispute to all other companies involved in the dispute. The Protocol then sets forth reasonable but nonetheless rigorous timetables for responses to the notice; exchange of necessary information; and direct negotiation to resolve as many aspects of the dispute as possible.
If mediation is necessary, the parties are at liberty to agree upon any mediator and any mediation administrative body they choose. However, the Protocol incorporates a Mediation Procedure that adopting insurers agree to use in the absence of an agreement otherwise.

The Mediation Procedure contemplates that the parties will select and retain a mediator, who with the parties’ cooperation will administer the proceeding, thus obviating administrative expenses and ensuring party control over the process. In the event of the parties’ failure to agree upon a mediator, the Mediation Procedure provides a scheme whereby The International Institute for Conflict Prevention and Resolution (“CPR Institute”) will assist them to do so. However, once the mediator is selected by the parties, CPR has no further role.
Advisory Committee for the
CPR INTERNATIONAL REINSURANCE
INDUSTRY DISPUTE RESOLUTION
PROTOCOL

CPR thanks the following individuals for their assistance and advice in framing the CPR International Reinsurance Industry Dispute Resolution Protocol.

Andrew Hinton
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Paul Moss
QBE European Operations

Peter Schwartz
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Vincent Vitkowsky
Edwards Angell Palmer & Dodge LLP

Julian Ward
InterResolve Holdings Limited

Thanks also for the support provided by Lloyd’s.
The companies adopting this Protocol wish to avoid unnecessary delays, financial burdens, animosity and uncertainties of arbitration and litigation in connection with disputes between reinsurers and ceding companies. They believe that such disputes are best resolved promptly, privately and efficiently through confidential negotiation and, if necessary, mediation.

The companies adopting this Protocol therefore undertake to attempt in good faith to resolve any dispute of the nature herein described in the manner set forth. (Terms appearing in bold italics are defined in Appendix A.)
A. Disputes Covered by the Protocol

The CPR International Reinsurance Industry Dispute Resolution Protocol (the “Protocol”) applies to any Reinsurance Dispute between or among Insurers who are parties to a treaty, contract, or other Agreement of Reinsurance.

Any disagreement regarding the applicability of this Protocol or whether a particular dispute falls within this Section A shall be referred to The International Institute for Conflict Prevention and Resolution (“CPR”), whose decision on that issue shall be final and binding on the parties to the dispute in question.

B. Provisions of Protocol

1. Negotiation

When a Reinsurance Dispute covered by this Protocol has arisen between two or more insurers, and is not settled promptly in the normal course of business, any party may initiate this Protocol by serving upon all other parties to the dispute, and to CPR, a Notice of Negotiation substantially in the form set forth as Exhibit I to the CPR International Reinsurance Mediation Procedure (the “Procedure”), attached hereto as Appendix B, accompanied by the information and documents set forth in Section B(3) of the Procedure and also in that Notice.

Within 30 days of the delivery thereof, all noticed parties shall submit a Notice of Response substantially in the form set forth as Exhibit II to the Procedure, accompanied by the information and documents set forth in the Notice of Negotiation.

No later than the earlier of (a) 45 days from delivery of the Notice of Negotiation or (b) 15 days from delivery of the last-delivered Notice of Response, the representatives of all parties who were designated in the respective notices shall meet at a mutually acceptable time and place, and thereafter as they reasonably deem necessary, to attempt to resolve the dispute. During this time all reasonable requests for further information regarding the dispute shall be promptly honored.

2. Mediation

In the absence of an agreement to the contrary, if the parties have not resolved the dispute by 14 days from the commencement of the first negotiation session convened...
pursuant to Section B.1., above, then the parties will attempt in resolve the dispute by mediation, in accordance with the Procedure.

3. Disputes Involving Non-Adopting Insurers

If the dispute involves one or more Insurers who have not adopted this Protocol, then all such non-adopting Insurers will be invited to participate. If one or more of those parties are not willing to engage in mediation pursuant to this Protocol, the other parties nevertheless will attempt to mediate, unless the absent party or parties is indispensable to the dispute.

4. Commencing Arbitration or Litigation

The purpose of this Protocol is to try to avoid the necessity to engage in adjudicatory processes such as arbitration or litigation with respect to the disputes that are the subject of the Protocol. Nevertheless, and any other provision hereof notwithstanding, it is recognized that any party to any dispute may wish to commence any arbitration, litigation, administrative proceeding, or any other kind of legal action in order to preserve rights under statutes of limitation or repose; to claim venue; to seek provisional relief; to avoid irreparable injury; to preserve the status quo; or for any other reason; and may take whatever action that the party in its sole judgment deems necessary to defend any lawsuit or other proceeding to which it is or may be made a party. Despite such action, adopting Insurers will continue to participate in good faith in the procedures specified in this Protocol.

5. No Prejudice or Waiver of Rights

Nothing in this Protocol, or in the incorporated Procedure, is intended to reflect on the merits of any Insurer’s coverage position on any issue. By participating in the procedures specified herein, no party waives or otherwise prejudices any right, defense, argument or position it has taken or may take with respect to any aspect of any dispute, including a reservation of rights with respect to the existence of coverage.

C. Communication and Implementation

Each Insurer adopting this Protocol will ensure (a) that copies of this Protocol and the related Procedure are communicated periodically to all appropriate persons charged with effectuating its purposes; and (b) that a senior claims executive of each adopting Insurer shall be
designated as "ADR Executive," with responsibility for ensuring compliance with this Protocol and the person of first resort for communications with other adopting Insurers.

D. Contractual Dispute Resolution Provisions
The procedures contemplated herein notwithstanding, if a dispute arises out of, or relates to, an Agreement of Reinsurance containing dispute provisions that are inconsistent with this Protocol, then the contractual provisions shall govern unless all affected parties otherwise agree. The existence of an arbitration clause shall not, in and of itself, constitute an inconsistency for the purposes of this Section D.

E. No Rights in Third Parties
This Protocol is intended to address solely the expectations and intentions of the Insurers who adopt it, and shall create no rights in third parties. Adoption of this Protocol does not create any independent cause of action against any Insurer, and the failure of any Insurer to conform to the Protocol does not constitute a breach of a promise for which the law may provide relief.
Appendix A

DEFINITIONS

As used in this Protocol, the terms set forth below shall have the meanings:

“Agreement of Reinsurance” shall include, without limitation, any treaty, facultative instrument, contract, or other written agreement of any type, pursuant to which an Insurer is insured against loss or liability by reason of an underlying contract of insurance issued to a third party. It shall include without limitation any agreement binding one party (the Reinsurer) to pay to another party (the Reinsured) all or any part of the loss sustained in respect to the subject of an underlying agreement of insurance assumed by the Reinsured in a policy issued by it to a third party.

“Reinsurance Dispute” shall mean any dispute relating to or involving the nature or interpretation of any Agreement of Reinsurance, or the relative duties and responsibilities with respect to such Agreement.

“Insurer” shall include primary and excess insurers as well as reinsurers.
Introduction

Certain Insurers have adopted, or will hereafter adopt, the CPR International Reinsurance Industry Dispute Resolution Protocol (the "Protocol"). Insurers adopting the Protocol do so in the expectation that they will attempt in good faith to resolve disputes of a nature specified in Section A of the Protocol, through a graduated process of exchange of information, unfacilitated negotiations between authorized representatives, and (if necessary) mediation in accordance with the Procedures set forth below. These Procedures also will apply to mediation of disputes involving non-adopting Insurers who agree to participate in particular instances, and to disputes with respect to which parties voluntarily agree to submit to mediation pursuant to these Procedures.

A. Confidentiality

The entire process is confidential. Unless otherwise agreed to in writing, the parties, the mediator, The International Institute for Conflict Prevention and Resolution ("CPR"), and their respective employees, representatives and agents shall not disclose information regarding the mediation process, information disclosed by the other party or the mediator, any mediator evaluation or proposal (as described in Section I) or the terms of any eventual or proposed resolution, except to fulfill legal or contractual reporting requirements to regulators, auditors, or reinsurers. The entire Procedure shall be treated as an offer to compromise under any applicable codes or rules of procedure or of evidence, and the parties expressly stipulate that such information shall be inadmissible in any subsequent judicial or administrative proceeding unless offered on an independent ground.

B. Initiating Negotiations

1. Notice of Negotiation: If a dispute specified in Section A of the Protocol shall arise, any party to the dispute may serve a Notice of Negotiation substantially in the form annexed hereto as Exhibit 1. The Notice shall describe the nature of the dispute in sufficient detail to enable the recipient to identify it, and shall list the name and contact information
of the claims executive of the initiating company to whom inquiries or responses are to be addressed. A Notice of Negotiation shall be given to all other parties involved in the dispute, and to CPR.

2. **Notice of Response**: Within 30 calendar days of delivery of the Notice of Negotiation with accompanying information and documents, noticed parties shall submit a Notice of Response substantially in the form annexed hereto as Exhibit II.

3. **Initial Exchange of Information**: Promptly upon exchange of Notices, the parties shall meet in good faith and agree upon what further information and documents shall be made available for copying and inspection. The parties shall make available all information that is (a) in control of the parties and their agents, (b) not privileged, and (c) relevant to the dispute, with the aim that such disclosure be reasonably calculated to permit an informed assessment of the basis for the claims and defences in dispute. By way of illustration, but without limitation, the following documents are presumptively accessible, non-privileged and relevant, and should be made available:

   a. All underwriting files relating to the underlying claim, including those relating to the direct policy giving rise to the loss.
   
   b. All underwriting files relating to the Agreement of Reinsurance pursuant to which the claim is being made by the ceding Insurer.
   
   c. All claims files of the ceding Insurer that relate to the underlying claim, except for any opinions from in-house or outside counsel addressing the underlying claim or the reinsurance claim.
   
   d. All documents that would be relied upon by any reinsurer to support its denial of coverage in whole or in part.
   
   e. All documents, including policies of insurance, that may inure to the benefit of any reinsurer who is a party to the dispute.

Upon the conclusion of all proceedings contemplated by these Procedures, each recipient of any document shall return every document to the originating party, without retaining copies.

4. **Commencement of Negotiation**: No later than the earlier of (a) 45 calendar days from delivery of the
Notice of Negotiation or (b) 15 calendar days from the last-delivered Notice of Response, the representatives of all parties who were designated in the respective Notices shall meet at a mutually acceptable time and place, and thereafter as they deem necessary, to attempt to resolve the dispute. During this time all reasonable requests for further information regarding the dispute shall be promptly honored.

C. Initiating Mediation

In the absence of any agreement to the contrary, if the parties have not resolved all aspects of the dispute pursuant to Section B by 14 calendar days from commencement of the first negotiation session convened pursuant to paragraph 1 of Section B, then the parties shall, in the absence of good reason not to do so, engage in mediation to resolve any remaining disagreements. Any party that has adopted the Protocol shall be obligated to participate in the mediation in good faith or to provide good reason for not doing so. If one or more parties to the dispute have not adopted the Protocol, then the adopting parties shall nevertheless consider in good faith engaging in mediation, unless the absent party is indispensable to resolution of the dispute as to the other parties.

D. Selecting the Mediator

Promptly upon the acknowledgment of an intention to mediate, the parties shall seek in good faith to agree upon a mediator. If the parties do not promptly reach agreement, they shall contact CPR which, for a reasonable and customary fee, shall confer with the parties and, within 14 calendar days of such conference, shall submit to the parties the names of not fewer than five mediator candidates, with information concerning their professional background, availability and willingness to serve, hourly rates, and any other information or criteria requested by the parties to the particular dispute. The parties shall confer with respect to the list. If, after 7 calendar days of submission of the list by CPR, the parties are unable to agree on a candidate, then on the next business day each party shall submit to CPR the list of candidates ranked from 1 to 5 in descending preference. The candidate with the lowest combined score will be appointed as the mediator by CPR. CPR will break any tie.

Before proposing any mediator candidate, CPR will request that the candidate disclose any circumstances known to the candidate that would cause reasonable doubt regarding the candidate’s neutrality, independence or impartiality.\(^1\)
If such circumstances are disclosed, the individual will not serve unless all parties agree. A party may challenge a mediator candidate if it knows of circumstances giving rise to reasonable doubt regarding that candidate’s neutrality, independence or impartiality. However, any such challenge that is not asserted promptly upon learning of the basis for the challenge shall be waived.

The procedure set forth in this Section D notwithstanding, the parties are free to select a mediator by any other means, provided all parties to the dispute agree to do so and they promptly notify CPR of their intention.

E. Mediator Expense

The mediator’s compensation rate will be determined before appointment. Each party shall execute a retention agreement directly with the mediator and, in the absence of an agreement to the contrary, will pay an equal share of the compensation and any other costs of the mediation, including the administrative fee due to CPR for its services (if any) in the mediator selection process.

F. Ground Rules

The ground rules of the mediation will be:

1. The process is non-binding.
2. The mediator will be neutral, independent, and impartial.
3. The parties will cooperate fully with the mediator.
4. The mediator will control the procedural aspects of the mediation.
   a. The mediator may meet and communicate separately with each party.
   b. The mediator normally will hold an initial joint meeting with the parties, and then decide when to hold subsequent joint or separate meetings. In consultation with the parties, the mediator will fix the time, place, and agenda for each session. There will be no record of any meeting. Formal rules of evidence will not apply.

1\textit{Neutrality} refers to the objective condition of the mediator, who should have no direct interest in the outcome of the dispute. \textit{Independence} refers to the absence of any personal or business relationship between the mediator and any one of the parties. \textit{Impartiality} refers to the subjective attitude or predisposition of the mediator, who should not favor the interests of one party over the interests of any other party.
5. At least one representative of each party, with full authority to negotiate and approve a final and complete resolution of every aspect of the dispute, will attend each session.

6. The process will be conducted expeditiously. Each representative will make every reasonable effort to be available for meetings.

7. The mediator will not transmit information received from any party or any third party to anyone unless expressly authorized to do so by the party transmitting the information.

8. The mediator will be disqualified as a representative, witness, consultant, or expert in any pending or future investigation, action or proceeding relating to the subject matter of the mediation.

9. The mediator may obtain assistance and independent expert advice, subject to the agreement, and at the expense, of the parties.

10. Unless the parties agree otherwise, the mediation procedure will be deemed terminated without any agreed-upon resolution if:

   a. (i) Ninety days have expired from the date of selection of the mediator, and (ii) a written resolution has not been agreed upon by the parties, and (iii) a party has given written notice to the mediator and the other parties of its intention to withdraw; or

   b. The mediator concludes that further efforts would not be useful.

11. Neither CPR nor the mediator shall be liable for any act or omission in connection with the mediation.

G. Presentation to the Mediator

At least seven days before the first mediation conference, each party will deliver to the mediator the Notices of Negotiation and Response that summarize the factual and legal background of the dispute, supplemented to the degree the submitting party may consider appropriate, and accompanied by such documents and other information that the submitting party deems necessary to familiarize the mediator with the dispute. The parties will confer in order to make joint submissions where helpful and efficient. The mediator may request any party to provide clarification and additional information as may be helpful for the
mediator to understand the basis of each party’s assertions and proposals for resolution. The parties are encouraged, but not required, to exchange all information submitted to the mediator in order to facilitate each party’s understanding of the basis of other parties’ assertions and proposals. Except as the parties may agree, the mediator shall keep confidential any information submitted. At the conclusion of the mediation, the mediator will return to each party all written materials that the party provided to the mediator, without retaining copies.

H. Exchange of Further Information

If a party has a substantial need for further documents or other material in the possession of another party, the parties will attempt to agree on the exchange of requested documents or other material. Should they fail to agree, any party may request a joint meeting with the mediator to assist the parties in reaching agreement on the question. The mediator shall not have any power of compulsion, in the absence of a stipulation by the parties to that effect.

I. Negotiation of Terms

The mediator may promote a resolution in any manner that the mediator believes is appropriate. The parties are expected to initiate proposals for resolution at all times and at every stage in the process.

If the mediator concludes that mediation techniques have been exhausted and the parties have not reached agreement, the mediator, with the consent of all parties, may proffer an evaluation (which, if the parties so choose, may be written) of either (i) the mediator’s view of the likely outcome of the dispute if it were brought to final award before an arbitrator or final judgment before a court, or (ii) the mediator’s final proposal for a settlement on terms that the mediator considers fair and equitable in light of the interests of all parties. Thereupon, the mediator will be available for another mediation conference, to investigate whether the mediator’s evaluation or proposal may lead to resolution.

J. Resolution

If a resolution is reached, either the mediator or a representative of a party will draft a term sheet incorporating all terms. This term sheet will be circulated to all parties, amended as necessary and initialed by representatives of all parties prior to the adjournment of the final mediation conference. A formal agreement will be subsequently executed.
Exhibit I

NOTICE OF NEGOTIATION

Dated: ____________________________

From: ____________________________

________________________________________________________________________

ADR Executive of Initiating Company

To: ________________________________

________________________________________________________________________

ADR Executive of Responding Company

This Notice advises you that, in accordance with the CPR International Reinsurance Industry Dispute Resolution Protocol, we (the Initiating Company) wish to avail ourselves of the procedures contemplated by the Protocol with respect to the dispute described below.

Pursuant to the Protocol, within 30 calendar days of delivery of this Notice, you shall submit a Notice of Response substantially in the form annexed hereto.

Further pursuant to the Protocol, promptly upon exchange of Notices, we agree to meet with you good in faith and agree upon what information and documents shall be made available for copying and inspection. We shall make available all information that is (a) in our or our agents’ control, (b) not privileged, and (c) relevant to the dispute, with the aim that such disclosure be reasonably calculated to permit an informed assessment of the basis for the claims and defences in dispute. We anticipate that you will make a similar production. By way of illustration, but without limitation, the following documents are presumptively accessible, non-privileged and relevant, and should be made available:

a. All underwriting files relating to the underlying claim, including those relating to the direct policy giving rise to the loss.

b. All underwriting files relating to the Agreement of Reinsurance pursuant to which the claim is being made by the ceding Insurer.

c. All claims files of the ceding Insurer that relate to the underlying claim, except for any opinions
from in-house or outside counsel addressing the underlying claim or the reinsurance claim.

d. All documents that would be relied upon by any reinsurer to support its denial of coverage in whole or in part.

e. All documents, including policies of insurance, that may inure to the benefit of any reinsurer who is a party to the dispute.

Upon the conclusion of all proceedings contemplated by these Procedures, each recipient of any document shall return every document to the originating party, without retaining copies.

A copy of this Notice is being sent by the Initiating Company to all of the Responding Companies and to The International Institute for Conflict Prevention and Resolution, 575 Lexington Avenue, 21st Floor, NY 10022, USA, FAX (212) 949-8859.

I. Claim information known about responding parties:

Responding Company Name: ___________________________________________________________

Name of Policyholder: ________________________________________________________________

Claim Number(s) (if known): _________________________________________________________

Policy Number(s) and Period(s) and Type of Coverage (if known): _________________________

Caption of Underlying Action (if any): _________________________________________________

Caption of Coverage Action (if any): _________________________________________________

Responding Company’s Claims Representative (if known): _________________________________

Name: ____________________________________________________________________________

Address: __________________________________________________________________________

Telephone: _________________________________________________________________________

Fax: ______________________________________________________________________________

E-Mail: ____________________________________________________________________________
II. Statement of Matter in the Dispute:

III. Monetary Amount in Dispute:
IV. Claim Information of Initiating Company:

Initiating Company Name:

Name of Policyholder:

Policy Number(s) and Period(s) and Type of Coverage (if known):

Caption of Underlying Action (if any):

Caption of Coverage Action (if any):

Claim Number(s) of Initiating Party:

Name: ________________________________
Address: ________________________________
Telephone: ________________________________
Fax: ________________________________
E-Mail: ________________________________

For the Initiating Company

(Signature)

(Name)

(Title)
Exhibit II

NOTICE OF RESPONSE

To be Completed by each Responding Party

I. Claim Information from Responding Company:

The claim information provided by the Initiating Company about the Responding Company is hereby corrected or supplemented as follows:

II. Counterstatement of Matter and Dollar Amount in Dispute:

Signature and Statement of Responding Party

The undersigned Responding Company either (a) has adopted The CPR International Reinsurance Industry Dispute Resolution Protocol, and will participate in the dispute resolution processes contemplated by the Protocol in that capacity, or (b) has not adopted the Protocol but voluntarily agrees to participate in accordance with its terms. The parties will promptly meet to discuss exchange of information and documents pursuant to the Protocol, with the express understanding that, upon conclusion of all proceedings contemplated by the Protocol, each recipient of any document shall return every document to the originating party, without retaining copies.

(Responding Company)

(Signature)

(Name)

(Title)

Please complete and return within ten days to both the Initiating Company and The International Institute for Conflict Prevention and Resolution, 575 Lexington Avenue, NY 10022, USA, FAX (212) 949-8859.
CPR Institute is the leading global advocate and resource for preventing and resolving business disputes.

The CPR International Reinsurance Industry Dispute Resolution Protocol is only one part of an arsenal of materials that we have created specifically for the insurance community. For a complete listing of insurance resources go to www.insurancemediation.org.

In addition to our work in the insurance industry, we also offer a wide range of conflict prevention and management information and services in the following areas:

- Arbitration
- Banking and Financial Services
- Construction
- Domain Name Disputes (ICANN)
- Employment
- Energy, Oil, and Gas
- Europe/International
- Franchise
- Information Technology
- Mass Claims
- Patent and Trade Secrets
- U.S./China Disputes

CPR’s wealth of intellectual property and published material has educated and motivated general counsel and their firms around the world and helped reduce costs and risks associated with conflict. CPR’s proprietary panel of esteemed arbitrators and mediators has provided resolutions in thousands of cases, with billions of dollars at issue, worldwide.