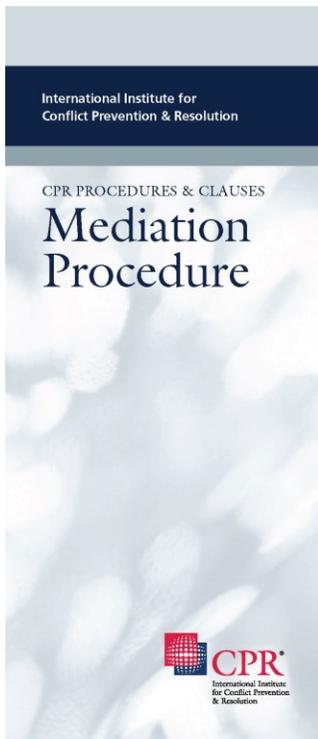


## CPR's MEDIATION PROCEDURE and MODEL CLAUSES



Mediation is flexible, informal, and offers the greatest degree of party autonomy over results.

CPR's Mediation Procedure allows for maximum creativity within peer vetted and tested guidelines.

### CPR's Model Mediation Clauses:

- Pre-dispute Clause
- Pre-dispute Clause for Mediation with Arbitration
- Existing Dispute Submission Agreement

For more information and pricing, contact [CPRNeutrals@cpradr.org](mailto:CPRNeutrals@cpradr.org) or visit our website

<https://www.cpradr.org/mediation-procedure>

### *CPR MODEL CLAUSES FOR MEDIATION*

#### Standard Contractual Provisions

#### **A. Pre-Dispute Clause for Mediation**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this [Agreement] [Contract] promptly by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure [currently in effect OR in effect on the date of this Agreement], before resorting to arbitration or litigation. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals.

#### **B. Pre-Dispute Clause for Mediation with Arbitration**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this [Agreement] [Contract] promptly by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure [currently in effect OR in effect on the date of this Agreement]. Unless otherwise agreed, the parties will select a mediator from the CPR Panels of Distinguished Neutrals.

Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, which has not been resolved by mediation as provided herein [within ]45[ days after initiation of the mediation procedure] [within ]30[ days after appointment of a mediator], shall be finally resolved by arbitration in accordance with the CPR Rules for Administered Arbitration (the "Administered Rules" or "Rules") by (a sole arbitrator) (three arbitrators, of whom each party shall designate one, with the third arbitrator to be appointed by CPR) (three arbitrators, of whom each party shall designate one, with the third arbitrator to be designated by the two party-appointed arbitrators) (three arbitrators, of whom each party shall designate one in accordance with the screened appointment procedure provided in Rule 5.4) (three arbitrators, none of whom shall be designated by either party). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The place of the arbitration shall be (city, state).

#### **C. Existing Dispute Submission Agreement for Mediation**

We hereby agree to submit to confidential mediation under the CPR Mediation Procedure the following controversy: (Describe briefly)