

Dispute Resolution Planning Agreement

The Parties, CPR Dispute Resolution and the Process Design Facilitator understand and agree, effective as of

..... (the “**Effective Date**”) as follows:

[Date]

This is an agreement between:

..... represented by and
[Party A] [Counsel A]

..... represented by
[Party B] [Counsel B]

(together, the “**Parties**”), CPR Dispute Resolution (“**CPR**”), and
in their capacity as Process Design Facilitator (the “**Facilitator**”). [Facilitator]

A dispute has arisen between the Parties (the “**Dispute**”). The Parties have agreed to participate in a CPR Dispute Resolution Planning Process to design an appropriate dispute resolution process to resolve the Dispute (the “**Process**”), involving up to four (4) hours of consultation in total with the Facilitator, which shall be provided to the parties free of charge, with the rate for any additional hours to be agreed to by the Parties and the Facilitator with CPR’s knowledge and consent. The Parties, CPR and the Facilitator agree as follows with respect to such Process:

1. ABSOLUTE CONFIDENTIALITY

The Process is a compromise or settlement negotiation for the purposes of the Federal Rules of Evidence and state rules of evidence. It is agreed by all Parties, CPR and the Facilitator that the Process will be strictly confidential. Discussions, written and oral communications, any drafts, and any unsigned agreements shall not be admissible in any court or other proceedings for any purpose, including impeachment. Only an agreement which expressly provides for disclosure and is signed by the Parties may be admissible. The Parties further agree not to call or to subpoena the Facilitator or CPR to testify concerning the Process or to provide any materials, documents, or information from or relating to the Process in any proceedings involving any of the Parties. If any Party does call or subpoena the Facilitator to testify or to provide any materials, documents, or information, that Party shall bear all legal fees and costs in responding to that request, including all fees of the Facilitator and/or CPR in refusing or contesting that request.

2. SCOPE

All conduct and statements, whether oral, digital or written, made during or in connection with the Process by any of the Parties, their representatives, agents, employees, experts and attorneys are confidential. Such conduct and statements will not be disclosed to any third parties, except persons associated with the participants in the Process who have been authorized to receive such information

(e.g., a Party's agent, employee, or attorney), and are included in any privilege that applies to that Party. All documents, things and other information produced, and statements made in or attendant to the Process shall be maintained in confidence by the Parties, CPR and the Facilitator and shall be used only for purposes of the Process. The Parties will ensure that their respective representatives, agents, employees, attorneys, and experts agree in writing to be bound by the provisions of this Agreement. There shall be no record or recording made of these proceedings, whether stenographic, electronic, audio, or video, without the prior consent of all the participants to that meeting. Within 30 days after the conclusion of the Process, the Facilitator will destroy all documents received or generated during the Process.

3. TERMINATION

The obligations of Sections 1 and 2 above shall terminate with respect to any portion of the confidential information when:

- (i) a receiving party (including the Facilitator) can document that such portion: (a) was in the public domain or readily available to the public at the time of its communication to such party; or (b) entered the public domain or became readily available to the public through no fault of the receiving party subsequent to the time of its communication; or (c) was in the receiving party's possession free of any obligation of confidence at the time of its communication; or (d) was rightfully communicated to the receiving party independently of the Process and free of any obligation of confidence; or (e) was developed by representatives, employees or agents of the receiving party, either independently of or without reference to any information that was disclosed in confidence by the other party; or
- (ii) it is communicated by the disclosing party to a third party free of any obligation of confidence.

4. COMMUNICATIONS

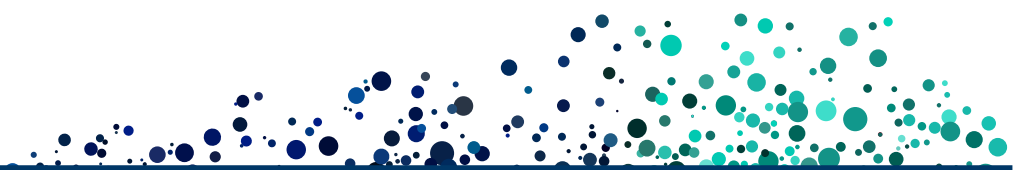
The Parties agree that the Facilitator may discuss the Process with CPR, or any participant to the Process (including any attorney or advisor a Party may retain to assist them for the Process or the Dispute). The Facilitator also may communicate separately with a Party or its advisors in caucus, either before or during the Process, in which case anything said or disclosed during such caucus shall be confidential between the Facilitator and the persons who participated in that caucus, unless the disclosing person or Party agrees otherwise.

5. OUTCOME

Working with the Parties, the Facilitator may conclude the Process by making a recommendation to the Parties about a possible resolution process (or combination of processes) to pursue (a "**Recommendation**"), unless the Facilitator in the Facilitator's sole discretion deems it not productive to do so or one of the Parties has asked them not to do so. Any such Recommendation by the Facilitator shall not be binding upon the Parties or have any authoritative value. The form of the Recommendation and its delivery shall be determined by the Facilitator.

6. SURVIVAL

The obligations set forth in this agreement shall survive the termination of the Process, by whatever means, unless otherwise agreed to in writing by the Parties, CPR and the Facilitator.



IN WITNESS WHEREOF, the Parties, CPR, and the Facilitator have entered into and executed this Agreement effective as of the Effective Date first indicated above.

Read and agreed to by:

Party by:

Party by:

.....
Party's Authorized Representative

.....
Party's Authorized Representative

CPR by:

Facilitator by:

.....

.....