



Dispute Resolution Planning Procedures



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Parties to a dispute may request to participate in CPR's Dispute Resolution Planning Process (the "**Process**"). The Process contemplates that the parties and their respective counsel and/or advisors will spend up to four (4) hours with a Process Design Facilitator (the "**Facilitator**"). The following Dispute Resolution Planning Procedures (the "**Procedures**") will be used to administer the Process. By agreeing to proceed with the Process with respect to a particular dispute (the "**Dispute**"), CPR, each of the parties to such Dispute and their respective counsel, and the Facilitator shall be asked to sign a document agreeing to the following Procedures (which may be modified at any time in writing by mutual consent of all of the parties involved in the Process).

1. THE PROCESS

The Process is aimed at analyzing the parties' procedural needs and interests in connection with the Dispute, based on several key drivers (which may include but not be limited to (1) costs, (2) deadlines, (3) relationships, (4) self-determination/risk-allocation, (5) enforceability, and (6) any other driver that is deemed important for resolving the Dispute) and then planning and designing an efficient dispute resolution process. This is done in two stages.

Stage I: The Facilitator will meet privately with each team for approximately one (1) hour, during which time the Facilitator will discuss the key drivers with each disputant to identify its procedural needs, interests, and objectives in resolving the Dispute, considering the context, history, future needs and interest and current status of the Dispute.

Stage II: The Facilitator will meet jointly with all of the teams together for approximately two (2) more hours to consider together and jointly plan an efficient dispute resolution process aimed at optimizing prospects for resolution and based on a mutual understanding of the key drivers the parties have identified.

2. SELECTING THE FACILITATOR

CPR shall propose at least one (1) Facilitator candidate for appointment for each Process, following initial consultation with the parties. Before the Facilitator is selected, CPR shall request that each Facilitator candidate disclose any circumstances known to them that may cause reasonable doubt regarding that candidate's neutrality, independence or impartiality. These circumstances will be shared with the parties unless CPR determines that they disclose a clear conflict and that the candidate should not be proposed. A party may challenge a Facilitator candidate if it has any doubts regarding a candidate's neutrality, independence or impartiality. CPR shall resolve the challenge as quickly as possible. Should the parties to the process not agree on a Facilitator, the Facilitator shall be selected and appointed by CPR.

3. GROUND RULES OF PROCEEDING

The following ground rules will apply, subject to any changes the participants to the Process and the Facilitator may agree to in writing.

- a) The Process is non-binding. The Facilitator shall have no right or authority to impose any particular process on the parties.
- b) Each participant to the Process may withdraw at any time, by written notice to the Facilitator and/or the other participants involved in the Process.
- c) The Facilitator shall be neutral, independent and impartial.
- d) The Facilitator shall manage the procedural aspects of the Process. The parties shall cooperate in good faith with the Facilitator and one-another.
 - i) The Facilitator shall be free to meet and communicate separately with each party.
 - ii) The Facilitator shall be free to fix the time and place of each session and set the agenda, following prior consultation with the parties. 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.
 - iii) The Facilitator may request and the parties may submit such background information as they think would be helpful to understand the Dispute, in particular with respect to its procedural needs.
- e) The Process will be conducted expeditiously. Each participant will make good faith efforts to be available for and participate in meetings.
- f) The Facilitator will not transmit or convey any confidential information received by them without the prior consent of the party or participant having provided that information, or unless ordered to do so by a tribunal of competent jurisdiction.
- g) Unless all parties and the Facilitator otherwise agree in writing or required by law, the Facilitator and any persons assisting the Facilitator will be disqualified and may not serve or be summoned as a witness, consultant or expert in any pending or future matter, investigation, action or proceeding relating to the subject matter of the Process (including any investigation, action or proceeding which involves persons not a party to this Process but relating to the same subject matter).
- h) If the Dispute goes into mediation or arbitration, the Facilitator shall not serve as a mediator or arbitrator or have any other role in resolving the Dispute, unless the parties and the Facilitator otherwise agree in writing.
- i) Neither CPR nor the Facilitator shall be liable for any act or omission in connection with the Process, except for their own willful misconduct.
- j) The Facilitator may withdraw at any time by written notice to the parties and CPR and without having to provide a reason or cause.

4. OUTCOME

Working with the parties, the Facilitator may conclude the Process by making a recommendation to the parties regarding 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 asks them not to do so. The form of the Recommendation and its delivery shall be determined by the Facilitator following consultation with the parties.

5. CONFIDENTIALITY

The entire Process and all communications relating to or generated in the course of the Process are automatically deemed to be strictly confidential. Unless agreed by all the participants or required to do so by law, nobody (including any participant, the Facilitator and CPR) may disclose to any person who was not a participant in the process (or who is not part of a party) anything that was said or otherwise communicated in connection with or pursuant to a Process. This prohibition includes any communications to any judicial officer, arbitrator or mediator of any information regarding the Process (including but not limited to any pre-Process exchanges, submissions, and agreements relating to the Process), the contents or summaries of any discussions in connection with any Process (including written, oral or digital information), or any exchanges of information and submissions with the Facilitator, and any Recommendation or other outcome of the Process (if applicable).

Under this procedure, the Process is intended and shall be deemed to be a compromise negotiation subject to Rule 408 of the US Federal Rules of Evidence and all state counterparts, together with any applicable statute protecting the confidentiality of the Process. All conduct and statements, whether oral or written, including but not limited to offers, negotiations, promises, drafts, and unsigned agreements whether oral, digital or written, made in the course of the Process by any of the parties, their agents, employees, experts and attorneys, or by the Facilitator or CPR, are strictly confidential. Such offers, promises, conduct and statements shall be privileged to the extent permitted under any applicable privilege and are intended and shall be deemed to be inadmissible and not discoverable for any purpose, including impeachment in litigation or any other adjudicative proceedings involving any of the parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable solely as a result of its presentation or use during the Process.

The exchange or submission to the Facilitator of any information or material, whether in tangible or intangible format, shall be without prejudice to any claim that such information or material is privileged or protected as work-product within the meaning of Rule 26 of the US Federal Rules of Civil Procedure and all state and local counterparts.

Neither CPR nor the Facilitator may be called or subpoenaed by any party either for testimony or requested to produce any documents or information in CPR's or the Facilitator's possession, custody or control relating to the Process or the Dispute, in any matter, investigation, action or proceeding, and all parties and participants agree to oppose any effort to subpoena CPR or the Facilitator, whether for testimony or to produce documents, information or any materials relating to or generated pursuant to the Process. CPR and the Facilitator will promptly inform the parties in writing of any attempt to compel them to divulge information received in the Process. The parties shall bear equally any legal fees and costs incurred by the Facilitator in responding to any demand that the Facilitator testify or provide documents, information or materials in connection with the Process or information, documents or materials received during the course of the Process, whether made by one of the parties or a participant involved in the Dispute or any another person or entity.

The obligations of this Section 5 shall survive the termination of the Process indefinitely, and by any means.