



Arbitration Agreement

We, the undersigned parties, are presently involved in a dispute with one another, and we hereby submit the issues described on the attached exhibit(s) for legally binding arbitration before Conflict Resolution & Conciliation Services (CR†CS), which shall be considered to be the “Administrator” for the purposes of this agreement.

We have read the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation (*ICC Rules*), available at www.hispeace.org, which are incorporated into this agreement by reference and which we agree to follow. (We understand that the ICC is not directly involved in this case and has no responsibility for or control over the conciliation process.) In particular, subject to more detailed provisions of the *ICC Rules*, we acknowledge and agree that:

1. A panel of three conciliators will be nominated by CR†CS for our approval to serve as arbitrators. In the absence of mutual agreement of the parties on appointment of conciliators, appointment shall be as made in accordance with *ICC Rule 10.B*.
2. If one of the appointed conciliators is also functioning as the administrator, communications between parties and the administrator on administrative matters and functions shall not violate *ICC Rule 33*.
4. We will abide by and perform any award rendered by the arbitrators, and agree that such an award may be entered as a judgment of a court of competent jurisdiction. We realize that arbitration will be the exclusive remedy for this dispute and that we may not later litigate these matters in civil court.
5. We understand that neither CR†CS nor any conciliators, including those who happen to be attorneys, will provide us with legal advice or representation, which we could receive from a privately retained attorney. Furthermore, no conciliator, regardless of training or expertise, will be expected to provide any of us with professional or technical advice, which we could receive from an independent professional or technical specialist.
6. We agree to protect the confidentiality of this process. We acknowledge that Rule 16 and 17 of the *ICC Rules* apply to this arbitration. Furthermore, we agree to treat all dealings with each other, CR†CS, or the conciliators in regard to this dispute as settlement negotiations, and we agree that all communications made at an arbitration session, or in connection with the arbitration with each other, CR†CS or the conciliators shall be confidential, inadmissible in a judicial or administrative proceeding, and not discoverable, except as provided in the applicable rules and provision noted above.
7. We agree to instruct any attorney representing us that the attorney shall not, at any time (before, during, or after arbitration of this dispute), call a representative of CR†CS or an

appointed arbitrator as an adversarial witness in any legal or administrative proceeding concerning this dispute or the order as a result of this arbitration. In the event CR†CS or an appointed arbitrator is involved in court proceedings related in any manner to this arbitration, the parties seeking their involvement shall pay all expenses of CR†CS and the arbitrator associated with that involvement including the cost of legal representation.

8. Each party shall pay all their fees and costs of the conciliation process in accordance with their signed fee agreements and the *ICC Rules*; this allocation shall not preclude a claim by a party for fees costs, and expenses under *ICC Rule 40.C*. Should one of the parties fail to keep fees, costs and required deposits current, the arbitration proceedings shall abate until such fees, costs, and deposits are brought current. Any party may choose to bring another party's fees, costs and deposits current in order to continue the proceedings; in the event that a party advances fees costs or deposits of another party, the amount of such advance shall be considered by the Arbitrators as an additional claim of the party making such advance within the Arbitrators' jurisdiction.

9. This agreement may be executed in counterparts (identical copies bearing one or more signatures), each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

We further agree that any dispute with CR†CS or a conciliator arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *ICC Rules*, and judgment upon an arbitration award may be entered in any court otherwise having jurisdiction.

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Signed _____ Date _____

Accepted by _____ (CR†CS) Date _____