



CPR

International Institute for
Conflict Prevention & Resolution

LESS CONFLICT. MORE PURPOSE.

Administered Employment Arbitration Rules

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ABOUT CPR

Established in 1977, CPR is an independent nonprofit organization that helps prevent and resolve legal conflict more effectively and efficiently. It manages conflict to enable purpose.

The **CPR Institute** drives a global prevention and dispute resolution culture through the **thought leadership** of its diverse membership of top companies, law firms, lawyers, academics, and leading mediators and arbitrators around the world. The Institute **convenes** best practice and industry-oriented committees and **hosts** global and regional meetings to **share** practices and **develop** innovative tools and resources. The Institute **trains** on dispute prevention and resolution, **publishes** a monthly journal on related topics, and **advocates** for supporting and expanding the capacity for dispute prevention and resolution globally.

CPR Dispute Resolution harnesses the thought leadership and output of the Institute while providing independent **ADR services** – mediation, arbitration, early neutral evaluation, dispute resolution boards and others – through **innovative and practical rules and procedures** and through **CPR's Panel of Distinguished Neutrals**.

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CPR MODEL CLAUSES FOR ADMINISTERED EMPLOYMENT ARBITRATION

Standard Contractual Provisions

The International Institute for Conflict Prevention and Resolution (CPR) Administered Employment Arbitration Rules are intended in particular for use in employment arbitrations where parties desire an administered process and are designed to assure the expeditious and economical conduct of proceedings. They may be adopted by parties using one of the following standard provisions:

A. Pre-Dispute Clause for Administered Employment Arbitration

“Any dispute arising out of or relating to this contract, including the breach, termination or validity thereof, shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Administered Employment Arbitration 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 in accordance with the screened appointment procedure provided in Rule 5.3]. [The parties further agree that the arbitral tribunal, and not the court, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal. OR The parties further agree that the court, and not the arbitral tribunal, shall have primary responsibility to hear and determine challenges to the jurisdiction of the arbitral tribunal.*] [The parties further agree that, if applicable, the procedures of the CPR Employment-Related Mass Claims Protocol shall also govern the arbitration. The Protocol may be [found here](#). {Contract must provide access to the Protocol via link or otherwise}] 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) (no more than 50 miles from employee’s hometown).”

*CPR Note: Parties may choose to add one of the CPR Model Clauses for Allocating Responsibility for Determining Arbitrability. Please also see the commentary accompanying the model clauses, [available here](#).

B. Existing Dispute Submission Agreement for Administered Employment Arbitration

“We, the undersigned parties, hereby agree to submit to arbitration in accordance with the International Institute for Conflict Prevention and Resolution (“CPR”) Administered Employment Arbitration Rules (the “Rules”) the following dispute: [Describe briefly]. We further agree that the above dispute shall be submitted to [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 in accordance with the screened appointment procedure provided in Rule 5.3]. We further agree that we shall faithfully observe this agreement and the Rules and that we shall abide by and perform any award rendered by the arbitrator(s). 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 arbitration shall be (city, state) (no more than 50 miles from employee’s hometown).”

GENERAL AND INTRODUCTORY ADMINISTERED RULES

Rule 1: Scope of Application

- 1.1 Where the parties to a contract have provided for arbitration under the International Institute for Conflict Prevention and Resolution (“CPR”) Administered Employment Arbitration Rules (the “Rules”), they shall be deemed to have made these Rules a part of their arbitration agreement, except to the extent that they have agreed in writing, or on the record during the course of the arbitral proceeding, to modify these Rules (other than Rule 22, which cannot be modified without CPR’s written consent). Unless the parties otherwise agree, these Rules, and any amendment thereof adopted by CPR, shall apply in the form in effect at the time the arbitration is commenced. Where parties to a contract have provided for CPR arbitration generally, without specifying which set of CPR rules shall apply, the CPR Administered Employment Arbitration Rules shall apply to any arbitration of employment-related claims.
- 1.2 These Rules shall govern the conduct of the arbitration except where any of these Rules are in conflict with a mandatory provision of applicable arbitration law, that provision of law shall prevail.
- 1.3 Where the parties to a contract have not provided for arbitration to be conducted under the CPR Rules or administered by CPR, the parties may subsequently agree that their arbitration will be conducted under these Rules and administered by CPR.
- 1.4 CPR reserves the right not to administer an arbitration if CPR deems the agreement inconsistent with the due process protections published on CPR’s website (hereinafter Due Process Protections) taking into consideration the nature of the agreement and dispute. CPR recognizes that the requirements of its Due Process Protections may not all be applicable to other types of agreements such as negotiated executive compensation contracts, employment agreements embodied in mergers and acquisitions, employment agreements involving closely held family corporations, professional practices agreements, and other contracts where parties desire the benefits of arbitration.

Rule 2: Notices

- 2.1 Notices or other communications required under these Rules shall be in writing and delivered to the address specified in writing by the recipient for this purpose or, if no address has been specified, to the last known business or residence address of the recipient. Notices and communications may be given by registered mail, courier, facsimile transmission, email communication or any other means of electronic communication that provides record thereof. Notices and communications shall be deemed to be effective as of the date of receipt. Proof of transmission shall be deemed prima facie proof of receipt of any notice or communication given under these Rules.

- 2.2 Time periods specified by these Rules or established by the arbitrator shall start to run on the day following the day when a notice or communication is received, unless the arbitrator specifically provides otherwise. If the last day of such a period is an official holiday or a non-business day at the place where the notice or communication is received, the period is extended until the first business day that follows. Official holidays and non-business days occurring during the running of the time period are included in calculating the period.

Rule 3: Commencement of Arbitration; Counterclaims; Joinder and Consolidation

- 3.1 The party commencing arbitration (the “Claimant”) shall, in accordance with Rule 3.3, simultaneously deliver to the other party (the “Respondent”) a notice of arbitration and an electronic copy to CPR.
- 3.2 The notice of arbitration shall include in the text or in attachments thereto:
- a. The full names, addresses, telephone numbers, and email addresses for the parties and their counsel or representative(s), except that parties represented by counsel may choose to omit their email addresses;
 - b. A demand that the dispute be referred to arbitration pursuant to these Rules;
 - c. The text of the arbitration clause or the separate arbitration agreement that is involved;
 - d. A statement of the general nature of the Claimant’s claim;
 - e. The relief or remedy sought; and
 - f. The name, address, telephone number, and email address of the arbitrator designated for appointment by the Claimant, if the parties have agreed on a panel of three arbitrators and have agreed that each shall designate an arbitrator.
- 3.3 Delivery of the notice of arbitration to CPR required under Rule 3.1 shall be as specified on the CPR website. To commence the arbitration properly, the Filing Fee must also be paid as set forth in CPR’s Pricing and Fee Schedule. Allocation of payment of the Filing Fee among the parties must be consistent with CPR’s Due Process Protections. In the event the Filing Fee is not paid at the time of the delivery of the notice of arbitration, CPR may fix a time limit for a payment. If the Fee is not timely paid, unless the other party or parties pay the non-paying party’s share subject to any award on costs, the file shall be closed without prejudice to the Claimant’s right to submit the same claim(s) at a later date in another notice of arbitration if otherwise permissible.
- 3.4 The date on which CPR receives the notice of arbitration and the appropriate Filing Fee under Rule 3.3 shall, for all purposes, be deemed to be the date of the commencement of the arbitration (“Commencement Date”).

- 3.5 CPR shall notify the Respondent of its time to deliver a notice of defense, which shall be 20 days after CPR notifies Respondent of the Commencement Date.
- 3.6 The Respondent shall, by the date provided by CPR under Rule 3.5, simultaneously deliver a notice of defense to the Claimant and an electronic copy to CPR. Failure to deliver a notice of defense shall not delay the arbitration; in the event of such failure, all claims set forth in the notice of arbitration shall be deemed denied. Failure to deliver a notice of defense shall not excuse the Respondent from notifying the Claimant and CPR in writing, by the date provided by CPR under Rule 3.5, of the arbitrator designated for appointment by the Respondent, if the parties have agreed that each shall designate an arbitrator.
- 3.7 The notice of defense shall include:
- a. The full names, addresses, telephone numbers and email addresses for the parties and their counsel or representative(s);
 - b. Any comment on the notice of arbitration that the Respondent may deem appropriate;
 - c. A statement of the general nature of the Respondent's defense; and
 - d. If the parties have agreed on a panel of three arbitrators and have agreed that each shall designate an arbitrator, the name, address, telephone number, and email address of the arbitrator designated for appointment by the Respondent.
- 3.8 The Respondent may include in its notice of defense any counterclaim within the scope of the arbitration clause. If it does so, the counterclaim in the notice of defense shall include items b, c, d and e of Rule 3.2.
- 3.9 If a counterclaim is asserted in accordance with Rule 3.8, CPR shall notify the Claimant of its time to deliver a response, which shall be 20 days after Claimant's receipt of the notice of defense and counterclaim. Such response shall have the same elements as provided in Rule 3.7.b and c for the notice of defense. Failure to deliver a reply to a counterclaim shall not delay the arbitration; in the event of such failure, all counterclaims set forth in the notice of defense shall be deemed denied.
- 3.10 Claims or counterclaims within the scope of the arbitration clause may be freely added, amended or withdrawn prior to the selection of the arbitrator and thereafter with the consent of the arbitrator. Notices of defense or replies to added or amended claims or counterclaims shall be delivered within 20 days after a party's receipt of the addition or amendment or such other date specified by CPR, or, if the arbitrator has been selected, by the date specified by the arbitrator.
- 3.11 If a dispute is submitted to arbitration pursuant to a submission agreement, this Rule 3 shall apply to the extent that it is not inconsistent with the submission agreement.
- 3.12 Joinder

- a. Any party may request CPR to allow one or more third parties to be joined in an arbitration as a party. Parties may not be joined where prohibited by applicable law or by the applicable agreement(s) unless all parties to the applicable agreement(s) consent otherwise.
- b. Any request for joinder should include the full name, address, telephone number, and email address for each party to be joined and the party's counsel or representative(s), if any, as well as the basis on which the party is proposed to be joined, including the text of any relevant arbitration clause or separate arbitration agreement.
- c. Prior to the appointment of any arbitrator, CPR shall grant the request if all parties to the arbitration, including the party or parties to be joined, consent. If any party objects to the request, then CPR shall identify and appoint an Administrative Arbitrator from CPR's Panel of Distinguished Neutrals to determine whether joinder should be permitted. In ruling on the request, the Administrative Arbitrator shall first determine whether the request is permissible under applicable law and under the applicable agreement(s). If not, the request shall be denied. If so, the Administrative Arbitrator shall then consider the following factors in ruling on the request for joinder:
 1. whether joinder will contravene CPR's Due Process Protections;
 2. prevailing standards in the jurisdiction on the issue of joinder;
 3. the risk of inconsistent or conflicting awards;
 4. the risk of significant prejudice to a party in the absence of, or as a result of, joinder;
 5. any significant efficiencies or cost-savings gained or lost by joining parties; and
 6. the equities presented by the request to join parties.

Any such joinder shall be subject to the provisions of Rule 8. Whenever joinder is considered, the Administrative Arbitrator has the authority to adjust or set any deadlines otherwise provided for in Rules 3, 5 and 6.

- d. The fees of the Administrative Arbitrator shall be shared among the parties, or paid solely by the Employer if CPR determines its Due Process Protections so require, subject to any reallocation pursuant to Rule 17, and shall in any event be advanced within 5 days of being invoiced by CPR.
- e. Once the arbitrator has been selected in a given matter, the arbitrator shall grant the request to join a party or parties if all parties to the arbitration, including the party or parties to be joined, consent to joinder. If any party does not consent, the arbitrator shall have the authority to rule on the request by first determining whether the request is permissible under applicable law and under the applicable agreement(s). If so, the arbitrator shall then consider the factors set forth in (b) (1-6) above in ruling

on the request for joinder. Any such joinder shall be subject to the provisions of Rule 8, and the arbitrator shall have the authority to adjust or set any applicable deadlines.

3.13 Consolidation

- a. Any party may request CPR to allow consolidation of two or more arbitrations pending under the Rules into a single arbitration. Arbitrations may not be consolidated where prohibited by applicable law or by the applicable agreement(s) unless all parties to the applicable agreement(s) consent.
- b. The requests for consolidation shall be raised with CPR at the earliest possible time, and such requests should be accompanied by the full name, address, telephone number, and email address for each party (and the party's counsel or representative(s), if any) involved in a matter to be consolidated along with the identity of any arbitrator(s) already assigned to such a matter. The request should also be accompanied by the text of any relevant agreement or stipulation, or reference to the applicable legal requirement, governing such consolidation.
- c. CPR shall grant the request where all the parties have agreed to consolidation. If any party objects to the request for consolidation, then CPR shall identify and appoint an Administrative Arbitrator from CPR's Panel of Distinguished Neutrals to determine whether consolidation should be permitted. In ruling on the request, the Administrative Arbitrator shall first determine whether the request is permissible under applicable law and under the applicable agreement(s). If not, the request shall be denied. If so, the Administrative Arbitrator shall then consider the following factors in ruling on the request for consolidation:
 1. whether consolidation will contravene CPR's Due Process Protections;
 2. whether one or more arbitrators have already been appointed in more than one of the arbitrations and, if so, whether the same or different persons have been appointed;
 3. the claims are subject to the same agreements to arbitrate, arise in substantial part from the same transaction or series of related transactions, or there are other common issues of law or fact, and the risk of inconsistent or conflicting outcomes that might arise as a result;
 4. prevailing standards in the jurisdiction on the issue of consolidation;
 5. the risk of significant prejudice to a party in the absence of or as a result of consolidation;
 6. any significant efficiencies or cost-savings gained or lost by consolidating arbitrations; and
 7. the equities presented by the request to consolidate.

- d. The fees of the Administrative Arbitrator shall be shared among the parties, or paid solely by the Employer if CPR determines its Due Process Protections so require, subject to any reallocation pursuant to Rule 17, and in any event shall be advanced within 5 days of being invoiced by CPR.
- e. When arbitrations are consolidated, they shall be consolidated into the arbitration that commenced first, unless otherwise agreed by the parties or determined by the Administrative Arbitrator.
- f. Any such consolidation shall be subject to the provisions of Rule 8. Moreover, depending upon the timing of the request for consolidation, CPR or the Administrative Arbitrator may, in their discretion, adjust or set any deadlines otherwise provided in Rules 3, 5 and 6. Otherwise, decisions as to whether such deadlines should be adjusted shall be left to the arbitrator managing the consolidated matter.

Rule 4: Representation

- 4.1 The parties may be represented or assisted by persons of their choice, except as prohibited by applicable law.
- 4.2 Each party shall communicate the names, addresses, telephone numbers, email addresses and function of such persons in writing to the other party, to the arbitrator, and to CPR.

RULES WITH RESPECT TO THE ARBITRATOR

Rule 5: Number of Arbitrators; Selection of Arbitrator by the Parties

- 5.1 Absent the parties' agreement on the number of arbitrators, each arbitration will be decided by a single neutral arbitrator. If the parties' agreement provides for more than one arbitrator, the term "arbitrator" as used in these Rules may refer to the panel of arbitrators according to the context.
- 5.2 The Parties will attempt to agree on the selection of the arbitrator. If the Parties do not agree on an arbitrator within 30 days of the deadline for the Notice of Defense, the arbitrator will be selected according to the procedure under Rule 6. The parties may agree on the selection of an arbitrator at any time until a final selection is made under Rule 6. The parties also may inform CPR that they intend to agree on the selection of an arbitrator and request that CPR delay its arbitrator selection process under Rule 6.
- 5.3 Where an agreement provides for a panel of three arbitrators, the parties may agree to proceed under the screened selection procedure outlined in this Rule or under the procedures outlined in Rule 6 below. If the parties do not agree on how to proceed with selection of a panel of three arbitrators, then this Rule 5.3 shall govern. CPR shall conduct a screened selection of party-designated arbitrators as follows:

- a. Each party may provide designee(s) to CPR to be included in a list of candidates to be circulated to the parties by such date as CPR shall set, provided that neither the party nor anyone acting on its behalf has had any *ex parte* communications with the arbitrator candidate relating to the case. CPR will query such candidate for their availability and request that the candidate disclose in writing any circumstances that might give rise to justifiable doubt regarding the candidate's independence or impartiality as provided in Rule 7. CPR will then provide each party with a list of candidates, drawn in whole or in part, from the CPR Employment Panel, including any designees provided by the parties, together with confirmation of their availability to serve as arbitrators and disclosure of any circumstances that might give rise to justifiable doubt regarding their independence or impartiality as provided in Rule 7. Within 10 days after the receipt of the list of candidates, including any party designees, each party shall designate from the list three candidates, in order of preference, for its party-designated arbitrator, and so notify CPR and the other party in writing.
- b. Within the same 10-day period after receipt of the candidate list, a party may also object to the appointment of any candidate on the list on grounds of lack of independence or impartiality by written and reasoned notice to CPR, with a copy to the other party. CPR shall decide the objection after providing the non-objecting party with an opportunity to comment. If there is no objection to the first candidate designated respectively by each party, or if the objection is overruled by CPR, CPR shall appoint the candidate as the arbitrator, and any subsequent challenges of that arbitrator, based on circumstances subsequently learned, shall be made and decided in accordance with the procedures set forth in Rules 7.6 – 7.8. At its discretion, CPR may decide an objection under this Rule 5.3.b by referring it to a Challenge Review Committee pursuant to the CPR Challenge Protocol (excluding its fee requirement).
- c. If the independence or impartiality of the first candidate designated by a party is successfully challenged, CPR will appoint the subsequent candidate designated by that party, in order of the party's indicated preference, provided CPR does not sustain any objection made to the appointment of that candidate.
- d. Neither CPR nor the parties shall advise or otherwise provide any information or indication to any arbitrator candidate or appointed arbitrator as to which party selected either of the party-designated arbitrators. No party or anyone acting on its behalf shall have any *ex parte* communications relating to the case with any arbitrator candidate or appointed arbitrator pursuant to this Rule 5.3.
- e. The chair of the panel will be appointed by CPR in accordance with the procedure set forth in Rule 6, which shall proceed concurrently with the procedure for appointing the party-designated arbitrators provided in subsections a-d above.

Rule 6: Selection of Arbitrator with the Assistance of CPR

- 6.1 If the parties have not agreed to an arbitrator under Rule 5 or to the identity of the chair of the panel, CPR will proceed as follows.
- 6.2 Each party may provide designee(s) to CPR to be included in a list of candidates to be circulated to the parties by such date as CPR shall set, provided that neither the party nor anyone acting on its behalf has had any *ex parte* communications with the arbitrator candidate relating to the case. The candidates nominated by CPR may reflect any special background qualifications that are desired by the parties or qualified neutral candidates proposed by the parties.

Upon receiving a request pursuant to paragraph 6.2, CPR shall first attempt to reach agreement between the Parties on the selection of an arbitrator. Failing agreement, CPR shall submit to the Parties a list of not fewer than ten (10) candidates if one arbitrator is to be selected, and of not fewer than fifteen (15) candidates if two or three arbitrators are to be selected, who, unless the parties otherwise agree, meet the qualifications for CPR's employment panel and who have been screened for potential conflicts of interest. Such list shall include qualified and neutral candidates proposed by the parties (if any) and shall be accompanied by a brief statement of each candidate's professional background, qualifications and rate of compensation. If one arbitrator is to be selected, each Party may strike 2 candidates, and if two or three arbitrators are to be selected, each Party may strike 3 candidates. Each Party shall number the remaining candidates in order of preference and shall deliver the list so marked to CPR. Any Party failing without good cause to return the candidate list so marked within ten (10) days after receipt shall be deemed to have assented to all candidates listed thereon. CPR shall designate as arbitrator the candidate for whom the Parties collectively have indicated the greatest preference (i.e., by not being stricken and receiving the lowest combined score), who does not appear to have a conflict of interest and who is willing to serve. If a tie should result between two candidates, CPR may designate either candidate.

If this procedure for any reason should fail to result in designation of the arbitrator, or if a party fails to participate in this procedure, CPR shall appoint a person or persons whom it deems qualified to fill any remaining vacancy.

- 6.3 If CPR ceases to provide the services set forth in this Rule 6 or if CPR declines for any reason to administer an arbitration, the Parties shall agree expeditiously to substitute the services of another organization in the selection of the arbitrator so as to effectuate the purpose and spirit of this Rule 6.

Rule 7: Qualifications, Challenges and Replacement of Arbitrator

- 7.1 Each arbitrator shall be independent and impartial.

- 7.2 By accepting appointment, each arbitrator shall be deemed to be bound by these Rules and any modification agreed to by the parties, and to have represented that the arbitrator has the time available to devote to the expeditious process contemplated by these Rules.
- 7.3 Each arbitrator shall disclose in writing to CPR and the parties prior to appointment in accordance with the Rules, and also promptly upon their arising during the course of the arbitration, any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality. Such circumstances include bias, interest in the result of the arbitration, and past or present relations with a party or its counsel or representative(s), including failure of a party or its counsel or representative to abide by rules 5.3(d) or 7.4.
- 7.4 No party or anyone acting on its behalf shall have any *ex parte* communications concerning any matter relating to the proceeding with any arbitrator or arbitrator candidate, except that a party may advise a candidate for appointment as its party-designated arbitrator of the general nature of the case and discuss the candidate's qualifications, availability, independence and impartiality with respect to the parties, and a party may confer with its party-designated arbitrator after the arbitrator's appointment by CPR regarding the selection of the chair of the panel. If selection of the arbitrator is being made pursuant to Rule 5.3(d) of these Rules, however, no party shall have any communication with the arbitrator or arbitrator candidate.
- 7.5 Parties must disclose circumstances of which they are aware at any time that give rise to justifiable doubt regarding that arbitrator's independence or impartiality. Any arbitrator may be challenged if circumstances exist or arise that give rise to justifiable doubt regarding that arbitrator's independence, impartiality or ability to serve or for other good cause shown, provided that a party may challenge an arbitrator whom it has designated under Rule 5.3 only for reasons of which it becomes aware after the designation has been made.
- 7.6 A party may challenge an appointed arbitrator by a notice in writing to CPR (with a copy to the other party) given no later than 15 days after the challenging party (i) receives notification of the appointment of that arbitrator or (ii) becomes aware of the circumstances specified in Rule 7.5, whichever shall last occur. The notice shall state the reasons for the challenge with specificity.
- 7.7 If an arbitrator has been challenged by a party, the arbitrator shall be notified by CPR of the substance of the challenge without disclosing the identity of the challenging party. The other party may agree to the challenge or the arbitrator may voluntarily withdraw. Neither of these actions implies acceptance of the validity of the challenge.
- 7.8 Subject to applicable law, any non-challenging party may comment on the challenge within 10 days of receipt thereof. CPR may provide the challenged arbitrator and each member of the tribunal with an opportunity to respond to the substance of the challenge without disclosing the identity of the parties. CPR shall then refer the challenge to a Challenge Review Committee under Sections 2(c) through (e) of the CPR Challenge Protocol.

- 7.9 In the event of death, resignation or successful challenge of an arbitrator not designated by a party, a substitute arbitrator shall be selected pursuant to the procedure by which the arbitrator being replaced was selected. In the event of the death, resignation or successful challenge of an arbitrator designated by a party, that party may designate a substitute arbitrator; provided, however, that should that party fail to notify the panel and the other party of the substitute designation within 20 days from the date on which it becomes aware that the opening arose, that party's right of designation shall lapse, and CPR shall appoint a substitute arbitrator forthwith in accordance with these Rules.
- 7.10 In the event that an arbitrator fails to act or is *de jure* or *de facto* prevented from duly performing the functions of an arbitrator, the procedures provided in Rule 7.9 shall apply to the selection of a replacement. If the parties do not agree on whether the arbitrator has failed to act or is prevented from performing the functions of an arbitrator, either party may request CPR to make that determination forthwith.
- 7.11 If the sole arbitrator or the chair of the panel is replaced, the successor shall decide the extent to which any hearings held previously shall be repeated. If any other arbitrator is replaced, the panel in its discretion may require that some or all prior hearings be repeated.

Rule 8: Challenges to the Jurisdiction of the Arbitrator

- 8.1 The arbitrator, and not a court, shall have the power to hear and determine challenges to the arbitrator's jurisdiction, including any objections with respect to the existence, validity or scope of the arbitration agreement. This authority extends to jurisdictional challenges with respect to both the subject matter of the dispute and the parties to the arbitration.
- 8.2 The arbitrator shall have the power to determine the existence, validity or scope of the contract of which an arbitration clause forms a part. For the purposes of challenges to the jurisdiction of the arbitrator, the arbitration clause shall be considered as separable from any contract of which it forms a part.
- 8.3 Any challenges to the jurisdiction of the arbitrator, except challenges based on the award itself, shall be made no later than the notice of defense or, with respect to a counterclaim, the reply to the counterclaim; provided, however, that if a claim or counterclaim is later added or amended, a challenge to jurisdiction over such claim or counterclaim must be made not later than the response to such claim or counterclaim as provided under these Rules.

RULES WITH RESPECT TO THE CONDUCT OF THE ARBITRAL PROCEEDINGS

Rule 9: General Provisions

- 9.1 Subject to these Rules, the arbitrator may conduct the arbitration in such manner, as the arbitrator shall deem appropriate while giving each party a fair opportunity to present its case. The arbitrator or chair of the panel shall be responsible for the organization of arbitral conferences and hearings and arrangements with respect to the functioning of the panel, and shall keep CPR informed of such arrangements at convenient and appropriate points throughout the proceedings.
- 9.2 The proceedings shall be conducted in an expeditious manner. The arbitrator is empowered to impose reasonable time limits on each phase of the proceeding, including without limitation the time allotted to each party for presentation of its case and for rebuttal. In setting time limits, the arbitrator should bear in mind the arbitrator's obligation to manage the proceeding efficiently in order to complete proceedings as economically and expeditiously as possible.
- 9.3 The arbitrator shall hold an initial pre-hearing conference for the planning and scheduling of the proceeding. Such conference shall be held promptly after the selection of the arbitrator or constitution of the panel. The objective of this conference shall be to discuss all elements of the arbitration with a view to planning for its future conduct and allowing the arbitrator thereafter to issue a procedural order and timetable governing the arbitration. Matters to be considered in the initial pre-hearing conference may include, inter alia, the following:
- a. Procedural matters, such as the desirability of bifurcation or other separation of the issues in the arbitration; the scheduling of conferences and hearings; the need for and costs of translations; the scheduling of pre-hearing memoranda; the need for and type of record of conferences and hearings, including the need for transcripts; the amount of time allotted to each party for presentation of its case and for rebuttal; the mode, manner and order for presenting proof; the need for expert witnesses and how expert testimony should be presented; and the necessity for any on-site inspection by the arbitrator;
 - b. The early identification and narrowing of the issues in the arbitration, including the possibility of early disposition of any claims, counterclaims, defenses or other issues in accordance with Rule 12.6 and the CPR Guidelines on Early Disposition of Issues in Arbitration;
 - c. The possibility of stipulations of fact by the parties solely for purposes of the arbitration;
 - d. The possibility of appointment of a neutral expert by the arbitrator;
 - e. The possibility of the parties engaging in settlement negotiations, with or without the assistance of a mediator, and the possibility of setting of a date during the proceeding when CPR will query the parties as to their desire to mediate under the CPR Mediation Procedure;

- f. The possibility of implementing steps to address issues of cybersecurity and to protect the security of information in the arbitration;
- g. The setting of a date for a hearing to be held for the presentation of evidence and oral argument if requested by either party or directed by the arbitrator as provided in Rule 12.2;
- h. The adoption of a timetable that would allow the arbitrator to render a final award within the timeframe specified in Rule 15.7, or, subject to the approval of CPR under Rule 15.7, by such later date consistent with the objectives of efficiency, expedition and fairness set forth in Rules 9.1 and 9.2; and
- i. The scope of and schedule for discovery under Rule 11.

After the initial conference, further pre-hearing or other conferences may be held as the arbitrator deems appropriate.

- 9.4 In order to define the issues to be heard and determined, the arbitrator may, inter alia, make pre-hearing orders for the arbitration and instruct the parties to file more detailed statements of claim and of defense and pre-hearing memoranda.
- 9.5 Unless the parties have agreed upon the place of arbitration, the arbitrator shall fix the place of arbitration based on the contentions of the parties and the circumstances of the arbitration. The award shall be deemed made at such place. The arbitrator may schedule conferences and hold hearings wherever and however the arbitrator deems appropriate so long as consistent with these rules.
- 9.6 Except as otherwise provided in these Rules, only electronic copies of filings, communications and other documents shall be sent to CPR; hard copies of filings or other documents sent to the arbitrator and/or the other party should not be sent to CPR in the ordinary course.

Rule 10: Applicable Law(s) and Remedies

- 10.1 The arbitrator shall apply the substantive law(s) or rules of law designated by the parties as applicable to the dispute. Failing such a designation by the parties, the arbitrator shall apply such law(s) or rules of law as the arbitrator determines to be appropriate.
- 10.2 The arbitrator shall have the authority to award all legal and equitable relief that would be available in court under applicable law, including, but not limited to, attorney's fees and arbitration fees and costs.

Rule 11: Discovery

- 11.1 The parties shall cooperate in the voluntary exchange of such documents and information as are relevant to the claims made and defenses at issue in the arbitration. Within twenty-one (21) calendar days after all pleadings or notice of claims have been received, or as otherwise agreed by the parties or ordered by the

arbitrator, each party, without awaiting a discovery request, shall provide to the other parties: (i) the name and, if known, the contact information of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment; (ii) a copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody or control and may use to support its claims or defenses, unless the use would be solely for impeachment; (iii) a computation of each category of damages claimed by the disclosing party; and (iv) for inspection and copying any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

- 11.2 The parties shall meet and confer in an effort to agree on: (a) the scope of discovery, including the production of documents and the appropriateness of interrogatories or other discovery devices as the needs of the case may require; and (b) the schedule for the exchange of agreed-upon discovery. Absent agreement of the parties, the arbitrator will authorize such discovery as reasonably necessary for each party to prepare for, present, and respond to the parties' respective claims or defenses with the goals of making the discovery process fair, just, expeditious and cost-effective in mind. In determining the scope of discovery, the arbitrator shall consider: (a) the nature and scope of the claims and defenses; (b) the respective access of the parties to documents and information related to the pending claims and defenses; (c) the amount in controversy and the relative cost of obtaining the requested discovery; and (d) the parties' respective burdens of proof.
- 11.3 The parties have a continuing obligation to supplement their discovery responses as responsive documents and information are discovered.
- 11.4 In the absence of an agreement between the parties as to the number of depositions to be conducted or unless the Arbitrator rules otherwise, each party is presumed to be entitled to take one deposition. The parties shall attempt to agree on the number, time, location, and duration of the deposition(s). Absent agreement of the parties, the arbitrator shall determine these issues.
- 11.5 The arbitrator is authorized to issue subpoenas for witnesses or documents to the extent permitted by applicable law.
- 11.6 The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, and other sensitive information that may be disclosed in the proceeding.
- 11.7 Any disputes relative to discovery shall be presented to the arbitrator for resolution.

Rule 12: Early Disposition, Hearing, Evidence, and Record

- 12.1 Early Disposition

- a. A party may seek leave to move for an early disposition of issues, including on claims, counterclaims, defenses, and other legal and factual questions. In resolving the application for leave to file the motion, the arbitrator shall consider whether a) the moving party has shown substantial cause that the motion is likely to succeed and dispose of or narrow the issues in the case; b) success on the motion will increase efficiency in resolving the overall dispute; c) proceeding on the motion will maintain fairness for all parties; and d) proceeding on the motion will not unduly delay a final award.
- b. If the arbitrator grants leave to move for early disposition, the motion may be submitted and resolved in any manner that the parties agree or the arbitrator orders, provided that each party has a reasonable and fair opportunity to make its factual and other presentations.
- c. The arbitrator's ruling may be in the form of a procedural order or a final, interim or partial final award. The arbitrator shall state in any interim or partial final award whether it is final for purposes of any judicial proceedings in connection therewith.

12.2 Hearings

- a. The arbitrator shall afford each party a full and fair opportunity to present any proof relevant and material to the dispute, to call, to examine, and to cross-examine witnesses, and to present that party's evidence and position.
- b. Unless the parties agree otherwise, the arbitrator shall determine the manner in which witnesses are to be examined and has the right to exclude witnesses from hearings during the testimony of other witnesses and to decide whether any person who is not a witness may attend the hearing.
- c. The arbitrator shall have the authority to order that testimony be taken or the hearing be conducted, in part or in whole, remotely. Such proceedings may be conducted by telephone, videoconference or by any other suitable platform. In making such determination, the arbitrator should ensure that the proceedings remain fair to all parties and that a remote proceeding would not materially impair the ability of a party to present its case and/or defense fairly.
- d. With reasonable prior notice to the other parties, any party, at its own expense, may cause a full and complete record of the hearing to be made by audio or video recording and/or verbatim transcription. If any other party desires a copy of the recording or transcription, it shall be entitled to receive it upon equally sharing the costs or as the parties otherwise agree. These costs may be allocated by the arbitrator under Rule 10.2. Any such record of the hearing may be the official record upon which the parties and arbitrator may rely only if copies are provided to all parties and the arbitrator either at no charge or on terms that are acceptable to the parties and the reporting service.
- e. Any party, at its own expense, may arrange for an interpreter to assist with any hearing.

- f. The parties may agree to waive a formal hearing and submit the dispute to the arbitrator for an Award based on written submissions and admissible evidence.
- g. The arbitrator is authorized to conduct a hearing in the absence of a party who or which, with due notice, fails to appear. However, the arbitrator may not issue an Award based solely on a default judgment but must require the appearing party(ies) to present evidence and carry its (their) burden of proof.

12.3 Evidence

- a. The arbitrator is authorized to determine the admissibility, relevance, materiality and weight of the evidence offered. The arbitrator is not required to apply the rules of evidence used in judicial proceedings, with the exception of applicable law with respect to attorney-client privilege, work product, compromise, and offers to compromise.
- b. All testimony shall be under oath or affirmation.

Rule 13: Interim Measures of Protection

- 13.1 At the request of a party, the arbitrator may direct such interim measures as the arbitrator deems necessary, including but not limited to injunctive relief to maintain the status quo and measures for the preservation of assets, property, and goods. The arbitrator may require appropriate security as a condition of ordering such measures.
- 13.2 A party's request to a court for interim measures shall not be deemed incompatible with the agreement to arbitrate or as a waiver of that agreement.

Rule 14: Emergency Measures of Protection by an Emergency Arbitrator

- 14.1 The parties may invoke the emergency measure procedures under this rule unless they have agreed that (a) this Rule does not apply to their arbitration or (2) a court shall be the exclusive means for seeking emergency measures.
- 14.2 Prior to the selection of the arbitrator, any party may request that emergency measures be granted under this Rule against any other party by an Emergency Arbitrator appointed for that purpose.
- 14.3 Emergency measures under this Rule are requested by written application to CPR, entitled "Request for Measures of Protection by an Emergency Arbitrator," describing in reasonable detail the relief sought, the party against whom the relief is sought, the grounds for the relief, and, if practicable, the evidence and law supporting the request. The request shall be delivered in accordance with Rule 2.1 and shall certify that all other parties affected have been notified of the request or explain the steps taken to notify such parties.

- 14.4 Unless the parties have jointly designated an Emergency Arbitrator to be appointed by CPR, CPR shall appoint an Emergency Arbitrator from CPR's Panel of Distinguished Neutrals. To the extent practicable, CPR shall appoint the Emergency Arbitrator within one business day of CPR's receipt of the application for emergency measures under this Rule together with the filing fee.
- 14.5 The fees for a request for emergency measures under this Rule shall be paid as provided in the Pricing and Fees Schedule. The Emergency Arbitrator's fee shall be determined by CPR in consultation with the Emergency Arbitrator. CPR shall promptly determine the amount of an initial deposit to cover the remuneration of the Emergency Arbitrator, which amount shall be paid within the time period determined by CPR. The Emergency Arbitrator's fee and reasonable out-of-pocket expenses shall be paid from the deposit made with CPR or as otherwise determined by CPR. In some cases, the party responsible for paying the arbitration fees and costs is the party against which emergency measures are sought. If that party fails to timely pay the initial deposit or other arbitration fees, the party seeking emergency measures may proceed to court for emergency measures and any requirement that the parties use only the emergency procedures under Rule 14 shall be deemed waived.
- 14.6 Prior to appointment, an Emergency Arbitrator candidate shall disclose to CPR any circumstances that might give rise to justifiable doubt regarding the arbitrator's independence or impartiality within the meaning of Rule 7.3. Any challenge to the appointment of an Emergency Arbitrator must be made within one business day of the challenging party's receipt of CPR's notification of the appointment of the arbitrator and the circumstances disclosed. An Emergency Arbitrator may be challenged on any ground for challenging arbitrators generally under Employment Rule 7. To the extent practicable, CPR shall rule on the challenge in accordance with CPR's Challenge Protocol (excluding its fee requirement) within one business day after CPR's receipt of the challenge. CPR's ruling on the challenge shall be final.
- 14.7 In the event of death, resignation or successful challenge of an Emergency Arbitrator, CPR shall appoint a replacement forthwith in accordance with the procedures set forth in Rules 14.5 and 14.6.
- 14.8 The Emergency Arbitrator shall determine the procedure to be followed, which shall include, whenever possible, reasonable notice to, and an opportunity for hearing (either in person, by teleconference or other appropriate means) for all affected parties. The Emergency Arbitrator shall conduct the proceedings as expeditiously as possible and shall have the powers vested in the arbitrator under Rule 8, including the power to rule on the arbitrator's own jurisdiction and on the applicability of this Rule 14.
- 14.9 The Emergency Arbitrator may grant emergency measures following the same standards that would be applied by a court.
- 14.10 The ruling on the request for emergency measures shall be made by award or order, and the Emergency Arbitrator may state in such award or order whether or not the award or order is final for purposes of any judicial proceedings in connection therewith. The award or order may be made conditional upon the

provision of security or any act or cessation of any act specified in the award or order. The award or order may provide for the payment of a specified amount in case of noncompliance with its terms.

- 14.11 The award or order shall specify the relief awarded or denied, shall determine the cost of the proceedings, which includes CPR's administrative fees and expenses, the arbitrator's fee and expenses as determined by CPR, and apportion such costs among the parties as the Emergency Arbitrator deems appropriate. The Emergency Arbitrator may also apportion the parties' reasonable attorneys' fees and expenses in the award or order, or in a supplementary award or order. Unless the parties agree otherwise, the award or order shall state the reasoning on which the award or order rests as the Emergency Arbitrator deems appropriate.
- 14.12 A request for emergency measures by a party to a court shall not be deemed incompatible with the agreement to arbitrate, including the agreement to this Rule 14, or as a waiver of that agreement.
- 14.13 Unless otherwise agreed by the parties, any agreement by the parties to negotiate, mediate, or use any other form of non-binding dispute resolution shall not prevent the parties from requesting measures from an Emergency Arbitrator under this Rule 14.
- 14.14 Any request to modify an award or order by the Emergency Arbitrator must be addressed to the Emergency Arbitrator until the arbitrator has been selected according to the parties' agreement and CPR's usual procedures. Unless otherwise agreed by the parties, the Emergency Arbitrator's authority to act terminates upon selection of the arbitrator according to the parties' agreement and CPR's usual procedures. After the Emergency Arbitrator's authority to act terminates, any request relating to the grant, denial, and modification of emergency measures shall be addressed to the arbitrator. The parties can agree that the Emergency Arbitrator will address a request for a modification of emergency measures after the arbitrator has been selected, provided that the parties submit any request to continue to engage or reengage the Emergency Arbitrator for this purpose through CPR and pursuant to CPR's fee schedule and subject to the Emergency Arbitrator's availability and willingness to continue be engaged or be reengaged.
- 14.15 The Emergency Arbitrator shall not serve as the arbitrator unless the parties agree otherwise.

Rule 15: The Award

- 15.1 In addition to issuing any orders appropriate for governing the proceedings, the arbitrator may make final, interim, interlocutory and partial awards. With respect to any interim, interlocutory or partial award, the arbitrator may state in the arbitrator's award whether the arbitrator views the award as final for purposes of any judicial proceedings in connection therewith.
- 15.2 All awards shall be in writing and shall set forth the reasoning on which the award rests unless the parties agree otherwise. The award is deemed to be made at the place of arbitration fixed by the arbitrator and

shall contain the date on which the award was made. When there is a panel of arbitrators, the award shall be made and signed by at least a majority of the arbitrators.

- 15.3 When there is a panel of arbitrators, an arbitrator who does not join in an award may issue a dissenting opinion. Such opinion shall not constitute part of the award.
- 15.4 Prior to execution of any award, the arbitrator shall send a copy of the award in draft form to CPR for a limited review for format, clerical, typographical or computational errors, or any errors of a similar nature in the award. CPR shall promptly review such award and suggest any corrections to the arbitrator. Thereafter the arbitrator shall promptly deliver executed copies of the award and of any dissenting opinion to CPR, which shall promptly deliver the award and any dissenting opinion to the parties. The provisions of Rules 17.3 and 18.2 may also apply as appropriate.
- 15.5 Within 20 days after receipt of the award, either party, with notice to the other party and CPR, may request the arbitrator to clarify the award; to correct any clerical, typographical or computation errors, or any errors of a similar nature in the award; or to make an additional award as to claims or counterclaims presented in the arbitration but not determined in the award. The arbitrator shall make any clarification, correction or additional award requested by either party that the arbitrator deems justified within 30 days after receipt of such request. Within 20 days after delivery of the award to the parties or, if a party requests a clarification, correction or additional award, within 30 days after receipt of such request, the arbitrator may make such corrections and additional awards on the arbitrator's own initiative as the arbitrator deems appropriate. All clarifications, corrections, and additional awards shall be in writing, shall be submitted directly to CPR by the arbitrator for delivery by CPR to the parties, and the provisions of this Rule 15 shall apply to them.
- 15.6 The award shall be final and binding on the parties, and the parties shall comply with the award without delay. If an interpretation, correction or additional award is requested by a party, or a correction or additional award is made by the arbitrator on the arbitrator's own initiative as provided in Rule 15.5, the award shall be final and binding on the parties when such clarification, correction or additional award is made by the arbitrator or upon the expiration of the time periods provided in Rule 15.5 for such clarification, correction or additional award to be made, whichever is earlier.
- 15.7 The hearing should commence or, if the parties have waived a hearing, the materials required for a final decision should be submitted to the arbitrator within six months after the initial pre-hearing conference required by Rule 9.3. The final award in most circumstances should be submitted by the arbitrator to CPR within two months after the close of the proceedings. The parties or the arbitrator may deviate from these preferred timeframes as agreed or as necessary, but the parties, the arbitrator, and CPR shall use their best efforts to meet these timeframes.

Rule 16. Failure to Comply with Rules

Whenever a party fails to comply with these Rules, or any order of the arbitrator pursuant to these Rules, in a manner deemed material by the arbitrator, the arbitrator shall, if appropriate, fix a reasonable period of time for compliance and, if the party does not comply within said period, the arbitrator may impose a remedy the arbitrator deems just, including awarding Arbitration fees, reasonable attorneys' fees, expenses or costs incurred as a result of the party's non-compliance; excluding evidence; drawing adverse inferences; or determining an issue or issues submitted to Arbitration adversely to the party that has failed to comply as a default sanction. Prior to entering an award on default, the arbitrator shall require the non-defaulting party to produce such evidence and legal argument in support of that party's contentions as the arbitrator may deem appropriate. The arbitrator may receive such evidence and argument without the defaulting party's presence or participation.

RULES WITH RESPECT TO COSTS AND FEES

Rule 17. Arbitrator Fees, Expenses and Deposits

- 17.1 The arbitrator shall be compensated on a reasonable basis determined at the time of appointment and shall be reimbursed for any reasonable travel and other expenses. CPR or the arbitrator shall fully disclose the arbitrator's compensation to all parties. If there is a disagreement concerning the terms of compensation, an appropriate rate shall be established with the arbitrator by CPR and confirmed in writing to the parties.
- 17.2 Subject to Rule 10.2, it is presumed that the employer will be responsible for the arbitrator's fees and expenses, as well as the fees and expenses of the Administrative Arbitrator's work, if applicable and as set forth in Rule 3.12, unless otherwise agreed by the parties and consistent with CPR's Due Process Protections. The arbitrator shall determine the necessary advances on the arbitrator's fees and expenses and advise CPR which, unless otherwise agreed by the parties, shall invoice the employer. The amount of any advances to cover arbitrator fees and expenses may be subject to readjustment at any time during the arbitration. Such funds shall be held and disbursed in a manner CPR deems appropriate. An accounting will be rendered to the parties and any unexpended balance returned at the conclusion of the arbitration as may be appropriate.
- 17.3 If the requested advances are not paid in full within 20 days after receipt of the request, CPR shall so inform the parties and the proceeding may be suspended or terminated unless the other party or parties pay the

non-paying party's share subject to any award on costs. If the proceeding is suspended due to a party's failure to pay its share of the fees, all other deadlines in the proceeding including those based on statutes of limitations and similar requirements shall be tolled during the suspension until the earlier of the following: arbitration recommences; a court case alleging the same or substantially similar claims is filed; or 60 days have passed following the completion of any collateral proceedings seeking to compel arbitration.

Rule 18. CPR Administrative Fees and Expenses

- 18.1 In addition to the CPR Filing Fee, CPR shall charge a Case Administrative Fee ("Administrative Fee") as set forth in the Pricing and Fees Schedule. CPR reserves the right in special circumstances to adjust the Administrative Fee based on developments in the proceeding.
- 18.2 CPR shall invoice the parties for the Administrative Fees as provided in the Pricing and Fees Schedule on the CPR website unless the parties' agreement provides that the employer pay the entire or a greater share of the fee. Payment shall be due on receipt unless other arrangements are authorized by CPR. In the event a party fails to pay as provided in the invoice, the proceeding may be suspended or terminated unless the other party or parties pay the non-paying party's share subject to any award on costs. If the proceeding is suspended due to a party's failure to pay its share of the fees, all other deadlines in the proceeding including those based on statutes of limitations and similar requirements shall be tolled during the suspension until the earlier of the following: arbitration recommences, a court case alleging the same or substantially similar claims is filed, or 60 days have passed following the completion of any collateral proceedings seeking to compel arbitration.

Rule 19. Fixing and Apportionment of Attorneys' Fees, Expenses, and Costs

- 19.1 Unless otherwise agreed by the parties or required by law the arbitrator's award may allocate attorney's fees, and the expenses and costs of arbitration, which may include:
- a. The fees and expenses of the arbitrator;
 - b. The costs of expert advice and other assistance engaged by the arbitrator;
 - c. The travel and other expenses of witnesses to such extent as the arbitrator may deem appropriate;
 - d. The costs for legal representation and assistance and experts incurred by a party to such extent as the arbitrator may deem appropriate or as required by law;
 - e. The CPR Administrative Fee with respect to the arbitration;
 - f. The costs of a transcript; and

g. The costs of meeting and hearing facilities.

19.2 The arbitrator may apportion attorney's fees, costs, and expenses as set forth in Rule 10.2.

MISCELLANEOUS RULES

Rule 20: Confidentiality

- 20.1 The arbitrator and CPR shall treat the proceedings, any related discovery, and the decisions of the arbitrator as confidential, except (a) in connection with judicial proceedings ancillary to the arbitration, such as a judicial challenge to, or enforcement of, an award, (b) when otherwise agreed by the parties, or (c) when required by law or to protect a legal right of a party.
- 20.2 The arbitrator may issue protective orders governing the confidentiality of the proceedings (including evidence and discovery) to the same extent as would a court.
- 20.3 To the extent possible, any specific issues of confidentiality should be raised with and resolved by the arbitrator.

Rule 21: Settlement and Mediation

- 21.1 The arbitrator or CPR may suggest that the parties explore settlement at such times as the arbitrator may deem appropriate.
- 21.2 With the consent of the parties, CPR may arrange for mediation of the claims asserted in the arbitration by a mediator acceptable to the parties. Unless the parties agree otherwise, (a) the mediator shall be a person other than the arbitrator, and (b) any such mediation shall be conducted under the CPR Mediation Procedure.
- 21.3 The arbitrator will not be informed of any settlement offers or other statements made during settlement negotiations or a mediation between the parties, unless both parties consent. Subject to applicable law and by the consent of the parties, an arbitrator who has served as a mediator or assisted with settlement negotiations in a case shall not be disqualified for this reason from continuing as arbitrator if settlement is not reached.
- 21.4 If the parties settle the dispute before an award is made, the arbitrator, at the request of the parties, may record the settlement in the form of an award made by consent of the parties. The arbitrator is not obliged to give reasons for such an award. CPR promptly shall deliver the award to the parties. If the arbitrator declines to enter a proposed consent award because the arbitrator believes the proposed award would be unlawful or otherwise inappropriate, the arbitrator shall so inform the parties.

Rule 22: Actions Against CPR or Arbitrator

CPR, its employees and agents, the Administrative Arbitrator, and the arbitrator shall not be (a) liable to any party for any act or omission in connection with any arbitration conducted under these Rules or (b) called as a witness or subject to discovery in any case or proceeding involving the parties and related to the arbitration or (c) sued by the parties or designated to be a party in any case or proceeding involving the parties and related to the arbitration.

Rule 23: Waiver

A party (1) knowing of a failure to comply with any provision of these Rules or any requirement of the arbitration agreement or any direction of the arbitrator and (2) failing to state its objections promptly waives any objection thereto unless otherwise determined by the arbitrator for good cause shown.

Rule 24: Interpretation and Application of Rules

The arbitrator or in the case of Rule 3.12, the Administrative Arbitrator, shall interpret and apply these Rules insofar as they relate to the arbitrator's powers and duties. When there is more than one arbitrator and a difference arises among the arbitrators concerning the meaning or application of these Rules, that difference shall be decided by a majority vote. CPR shall interpret and apply all Rules other than those that relate to the arbitrator's jurisdiction, authority, and duties.