



CONFLICT TO COLLABORATION

Model Mediation Clauses

I. MEDIATION AS A STEP PRIOR TO ARBITRATION - TIERED DISPUTE RESOLUTION CLAUSE

In case of any difference, dispute, claim, or breach (or alleged breach) in connection with or arising out of or otherwise relating to this Agreement, or any termination or invalidity of this [Agreement] (hereinafter referred to as the “Dispute”), the Parties shall first engage in a good faith negotiation preferably between the senior management personnel of the respective organisations to resolve the Dispute, amicably and mutually.

In case the Dispute is not resolved within ___ [Business] [Ordinary] Days (the Negotiation Period) from the date of the first negotiations mentioned above (unless extended in writing by the agreement of the Parties; the “**Negotiation Period**”) , any of the Parties shall be entitled to refer such Dispute for institutional mediation (the date of such reference to institutional mediation, the “**Reference Date**”), which institutional mediation may be conducted online or off-line, in accordance with the preference of the Parties expressed in writing, by CAMP Arbitration and Mediation Practice Private Limited (CAMP), at Bangalore, India, as per CAMP’s Mediation Rules.

Should no Party refer the Dispute to the above institutional mediation as per the above provision then such a Dispute shall be deemed to have been so referred to institutional mediation at the end of the Negotiation Period and accordingly all references to the Reference Date shall be construed accordingly.

Unless otherwise agreed to by the Parties, the Parties shall equally share the costs of such institutional mediation. The Parties will have ___ [Business] [Ordinary] Days from the Reference Date, to resolve the Dispute through such institutional mediation; with such period capable of being extended if the Parties mutually agree in writing to do so (the “**Mediation Period**”). The mediation settlement agreement, once arrived at and signed by the Parties, shall be final and binding on the Parties.

If the Parties are unable to resolve such Dispute through institutional mediation as above, within the Mediation Period, then any of the Parties shall be entitled to refer the Dispute to arbitration in _____ [mention Jurisdiction] (as the seat of such arbitration), in accordance with the _____ [specify agreed upon arbitration forum] Arbitration Rules for the time being in force, by one or more arbitrators appointed in accordance with the said Arbitration Rules. The Arbitration Award will be final and binding on the parties.

Should no Party refer the Dispute to the above institutional arbitration in terms of the foregoing provision, such Dispute shall be deemed to have been so referred to arbitration at the end of the Mediation Period.



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II. TIERED DISPUTE RESOLUTION CLAUSE -MEDIATION AS A STEP PRIOR TO LITIGATION

In case of any difference, dispute, claim, or breach (or alleged breach) in connection with or arising out of or otherwise relating to this Agreement, or any termination or invalidity of this [Agreement] (hereinafter referred to as the “Dispute”), the Parties shall first engage in a good faith negotiation preferably between the senior management personnel of the respective organisations to resolve the Dispute, amicably and mutually.

In case the Dispute is not resolved within __ [Business] [Ordinary] Days (the Negotiation Period) from the date of the first negotiations mentioned above (unless extended in writing by the agreement of the Parties; the “**Negotiation Period**”), any of the Parties shall be entitled to refer such Dispute for institutional mediation (the date of such reference to institutional mediation, the “**Reference Date**”), which institutional mediation may be conducted online or off-line, in accordance with the preference of the Parties expressed in writing, by CAMP Arbitration and Mediation Practice Private Limited (CAMP), at Bangalore, India, as per CAMP’s Mediation Rules.

Should no Party refer the Dispute to the above institutional mediation as per the above provision then such a Dispute shall be deemed to have been so referred to institutional mediation at the end of the Negotiation Period and accordingly all references to the Reference Date shall be construed accordingly.

Unless otherwise agreed to by the Parties, the Parties shall equally share the costs of such institutional mediation. The Parties will have ___ [Business] [Ordinary] Days from the Reference Date, to resolve the Dispute through such institutional mediation; with such period capable of being extended if the Parties mutually agree in writing to do so (the “**Mediation Period**”). The mediation settlement agreement, once arrived at and signed by the Parties, shall be final and binding on the Parties.

If the parties are unable to resolve the dispute through mediation within the prescribed time, then the dispute shall be submitted for adjudication to the jurisdictional Courts.



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III. MEDIATION CLAUSE PLUS PARALLEL REFERENCE TO COURT.

In case of any difference, dispute, claim, or breach (or alleged breach) in connection with or arising out of or otherwise relating to this Agreement, or any termination or invalidity of this [Agreement] (hereinafter referred to as the “Dispute”), the Parties shall first engage in a good faith negotiation preferably between the senior management personnel of the respective organisations to resolve the Dispute, amicably and mutually.

In case the Dispute is not resolved within __ [Business] [Ordinary] Days (the Negotiation Period) from the date of the first negotiations mentioned above (unless extended in writing by the agreement of the Parties; the “**Negotiation Period**”) , any of the Parties shall be entitled to refer such Dispute for institutional mediation (the date of such reference to institutional mediation, the “**Reference Date**”), which institutional mediation may be conducted online or off-line, in accordance with the preference of the Parties expressed in writing, by CAMP Arbitration and Mediation Practice Private Limited (CAMP), at Bangalore, India, as per CAMP’s Mediation Rules.

Should no Party refer the Dispute to the above institutional mediation as per the above provision then such a Dispute shall be deemed to have been so referred to institutional mediation at the end of the Negotiation Period and accordingly all references to the Reference Date shall be construed accordingly.

Unless otherwise agreed to by the Parties, the Parties shall equally share the costs of such institutional mediation. The Parties will have ___ [Business] [Ordinary] Days from the Reference Date, to resolve the Dispute through such institutional mediation; with such period capable of being extended if the Parties mutually agree in writing to do so (the “**Mediation Period**”). The mediation settlement agreement, once arrived at and signed by the Parties, shall be final and binding on the Parties.

Commencement of mediation will not prevent the parties from parallelly commencing any proceedings before a Court for any urgent interim relief, after which the mediation can proceed.



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IV. ARB-MED-ARB PROTOCOL

In case of any difference, dispute, claim, or breach (or alleged breach) in connection with or arising out of or otherwise relating to this Agreement, or any termination or invalidity of this [Agreement] (hereinafter referred to as the “Dispute”), the Parties shall first engage in a good faith negotiation preferably between the senior management personnel of the respective organisations to resolve the Dispute, amicably and mutually.

In case the Dispute is not resolved within ___ [Business] [Ordinary] Days (the Negotiation Period) from the date of the first negotiations mentioned above (unless extended in writing by the agreement of the Parties; the “**Negotiation Period**”) , any of the Parties shall be entitled to refer such Dispute to arbitration in _____ [mention Jurisdiction] (as the seat of such arbitration), in accordance with the _____ [specify agreed upon arbitration forum] Arbitration Rules for the time being in force, by one or more arbitrators appointed in accordance with the said Arbitration Rules. The Arbitration Award will be final and binding on the parties.

The parties further agree that at any time after the commencement of arbitration, they may try institutional mediation (the date of such reference to institutional mediation, the “**Reference Date**”) which may be conducted online or off-line, in accordance with the preference of the Parties expressed in writing, by CAMP Arbitration and Mediation Practice Private Limited (CAMP), at Bangalore, India, as per CAMP’s Mediation Rules.

Unless otherwise agreed to by the Parties, the Parties shall equally share the costs of such institutional mediation. The Parties will have ___ [Business] [Ordinary] Days from the Reference Date, to resolve the Dispute through such institutional mediation; with such period capable of being be extended if the Parties mutually agree in writing to do so (the “**Mediation Period**”). The mediation settlement agreement, once arrived at and signed by the Parties, shall be final and binding on the Parties.

Any settlement reached in the course of the mediation shall be referred back to the arbitral tribunal for passing an arbitral award on agreed terms.