



## ARC DISPUTE RESOLUTION CLAUSES

The parties can provide for the mediation and/or arbitration by inserting the following clauses into their contract(s).

**Mediation Clause:** “If any controversy or claim arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to attempt to settle the dispute by mediation under the ARC Mediation Rules, before having recourse to arbitration or a judicial forum.”

**Arbitration Clause:** “Any Controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration under the ARC Arbitration Rules.”

**Two-Step Dispute Resolution Clause:** “Any controversy or claim arising out of this contract, or the breach thereof, shall be submitted to a two-step dispute resolution process to be administered by ARC. This two-step dispute resolution shall begin with mediation under ARC Mediation Rules, followed immediately, should any dispute remain after mediation is terminated, by the procedure indicated below:

\_\_\_\_\_ final and binding arbitration under ARC Arbitration Rules. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction.

\_\_\_\_\_ hearing/trial by an Order of Reference pursuant to the provisions of California Code of Civil Procedure sec. 638 and in accordance with the ARC Stipulation for Hearing/Trial on Order of Reference executed by the parties, attached hereto as Exhibit \_\_\_\_\_ and incorporated herein by reference. [Note: The parties should execute the Stipulation at the same time that they execute the underlying agreement; they should check the first box in the first paragraph of the Stipulation.]

## ELECTRONIC DISCOVERY ARBITRATION CLAUSES\*

**Good Faith:** “Upon the commencement of any controversy or claim arising out of this contract, or the breach thereof, the parties thereto agree to cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information relevant to the dispute or claim immediately after commencement of the Arbitration.”

**Limiting Discovery of Electronically Stored Information:** “The production of electronically stored information resulting from any controversy or claim arising out of this contract, or the breach thereof, shall be limited to sources used in the ordinary course of business and made available using generally available technology in a searchable format usable by the receiving party and convenient and cost-effective for the producing party. Absent a showing of compelling need, backup servers, tapes or other sources not used in the ordinary course of business shall not be discoverable.”

**Limiting Discovery of Metadata:** “The discovery of metadata resulting from any controversy or claim arising out of this contract, or the breach thereof, shall be limited to header fields for email correspondence and, absent a showing of compelling need, additional metadata shall not be discoverable.”