

## Office of General Counsel & External Affairs

APPENDIX A

## TUSKEGEE UNIVERSITY VENDOR MEDIATION & ARBITRATION AGREEMENT

<u>Disputes: Mediation & Arbitration.</u> (a) Any controversy or claim arising out of or relating to this vendor agreement, or the breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the [American Arbitration Association] under its [Mediation Rules]. If a settlement is not reached within sixty days after the service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The mediation and arbitration hearing(s), respectively, shall take place in the State of Alabama in a city agreed upon at the time by the parties before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

- (a) The arbitrator shall be a practicing lawyer having at least 15 years of experience in commercial business law-related matters or a retired judge.
- (b) No demand for mediation or arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs, fees, and expenses of mediation and/or arbitration.
- (c) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered, or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief necessary to protect the rights orproperty of that party pending the arbitrator's appointment or decision on the merits of the dispute.
- (d) The arbitrator shall issue a reasoned award. The arbitrator shall only require the parties to disclose documents they intend to rely on in presenting their case at the hearing. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The mediation and/or arbitration proceedings and any resultant mediation or arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors, and senior management and to family members of a party who is an individual.
- (e) If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Tuskegee University Authorized Representative:	Vendor's Authorized Representative
Signature	Signature
Date:	Date: