

# CAGD.

**ARBITRATION & MEDIATION**

## **MEDIATION RULES**

**IN FORCE AS OF 2 DECEMBER 2024**



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## PREAMBLE

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The ARBITRATION CHAMBER FOR LARGE RETAIL (the “CAGD”, its acronym in French) is an association created in 2024.

It specializes in arbitration and also promotes dispute resolution means, in particular mediation, for all disputes arising in the context of activities related to large retail. The CAGD will be able to hear disputes arising from relations between distributors or between distributors and their partners in the retail sector as well as in specialized distribution, whether food or non-food, via any channel, physical or digital, integrated or not.

The material and administrative organization of mediations governed by these rules (the “Rules”) is entrusted to the INTERNATIONAL ARBITRATION CHAMBER OF PARIS (the “CAIP”, its acronym in French), which shall provide resources and assistance necessary for the completion of mediations under the CAGD.

The CAIP is the only body authorized to organize and administer mediations subject to the Rules, under the direction of its Secretary General.

## **Article 1 : PRESENTATION OF THE CAGD**

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- 1.1.** The CAGD specialises in arbitration but also promotes dispute resolution means, in particular mediation, for all disputes arising in the context of activities related to large retail.
- 1.2.** Any conventional or judicial mediation entrusted to the CAGD is subject to the Rules and implies the adherence of all parties and mediators.
- 1.3.** The CAGD has entrusted the CAIP with the organisation and administration of mediations.

## **Article 2 : PRINCIPLES OF MEDIATION**

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Mediation is a voluntary and confidential process. It aims to enable the parties to find a mutually acceptable solution to their dispute, with the help of a mediator who carries out his/her mission with independence, impartiality, neutrality, competence and diligence.

## **Article 3 : INITIATING MEDIATION**

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- 3.1.** Mediation may be initiated under the following conditions:
  - a)** at the joint request of all parties to the dispute;
  - b)** at the request of any of the parties where they have agreed, in writing, to have recourse to mediation under the CAGD;
  - c)** at the request of any party wishing to have the CAGD propose mediation to other parties;
  - d)** by court order or arbitral decision.
- 3.2.** Any request for mediation must be sent by e-mail to [cagd@med-arb.fr](mailto:cagd@med-arb.fr) and state :
  - a)** the full names, descriptions, postal and email addresses or other contact details of each of the parties and, if applicable, any person representing them;
  - b)** a summary of the dispute and its economic implications;
  - c)** if applicable, a copy of any written agreement between the parties on the basis of which the request is made.

## **Article 4 : NOTIFICATION OF THE REQUEST FOR MEDIATION**

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- 4.1.** In case of a joint request for mediation, the CAGD shall, by any means, notify the parties to the dispute of the implementation of the mediation and invite them to submit any further observations within fifteen (15) days of receipt of this notification.
- 4.2.** In case of a request for mediation made by only one party to the dispute, the CAGD shall, by any means, notify the other parties of the mediation proposal and invite them to answer within fifteen (15) days of receipt of this notification.
- 4.3.** In case mediation is refused or no response is received within the given time limit, the CAGD shall inform the party that referred the matter to it, close the file and draw up a statement of failure to act.

## **Article 5 : APPOINTMENT OF MEDIATORS**

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- 5.1.** CAGD mediators are professionals on a list maintained by the CAGD. They are chosen on the basis of their expertise and experience in the retail sector by the Chairman of the CAGD.
- 5.2.** A mediator shall be appointed once the administrative opening fee referred to in article 10 has been paid.
- 5.3.** Upon proposal of the appointed mediator or of the Chairman of the CAGD, and subject to the parties' agreement, several mediators may be appointed as part of a joint mediation.
- 5.4.** In the event of a mediator's death, refusal of mission, incapacity or any other impediment, the mediator shall be replaced following the same method of his/her appointment.

## **Article 6 : MEDIATION PROCESS**

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- 6.1.** As soon as he/she is appointed, the mediator shall invite the parties and their counsel, if any, to sign an agreement to enter mediation, in which they agree on any specific aspect of the mediation process.
- 6.2.** The mediator shall immediately inform the parties of any facts or circumstances that might, in their view, affect his/her independence, neutrality and impartiality.
- 6.3.** Mediation sessions: the course of the mediation sessions is agreed between the parties and the mediator.
- 6.4.** Mediation agreement protocol: if the parties reach an agreement, this may be recorded in writing and signed by the parties in an agreement that shall be binding upon them and may be homologated.

## **Article 7 : DURATION OF MEDIATION**

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- 7.1.** The duration of mediation may not exceed ninety (90) days from notification of the start of the mediator's mission, unless otherwise agreed or stipulated.
- 7.2.** An extension may be granted by the Chairman of the CAGD at the request of the parties or on the proposal of the mediator.

## **Article 8 : END OF MEDIATION**

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- 8.1.** Mediation ends :
  - a)** by the signing of a memorandum of agreement putting an end to the dispute ;
  - b)** by the mediator giving written notice of his/her decision, at any time, not to continue the mediation;
  - c)** by written notification from a party, each of whom is free at any time to decide not to continue the mediation.
  - d)** by the establishment of a statement of failure by the mediator, if (i) one of the parties has refused to participate in the mediation or (ii) if neither party has exercised diligence for at least thirty (30) days, unless there is a legitimate and justified reason;
  - e)** by the signing of an end-of-assignment report by the mediator, if the mediation period ends without the parties having reached an agreement.
- 8.2.** Lastly, the CAGD may decide to close the case if the parties fail to pay any advance requested within the allotted time.
- 8.3.** If mediation fails, the parties may ask the CAGD to initiate arbitration proceedings in accordance with the CAGD's arbitration rules, or to resume arbitration proceedings that were suspended under mediation. In such a case, the mediator or co-mediators may not be appointed as arbitrator, nor intervene in any capacity whatsoever in the arbitration.

## **Article 9 : CONFIDENTIALITY**

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- 9.1.** All information exchanged during the mediation is confidential and may not be disclosed without the agreement of the parties, either before the start of the mediation, or during or after the end of the process.
- 9.2.** The mediator, the parties and, where applicable, their counsel are bound by the strictest confidentiality, whether with regard to the content, the very existence or any other aspect of the mediation. This confidentiality also

applies to all documents and exchanges, whether oral or written, whatever the medium, between the parties or their counsel or between the mediator and the parties or their counsel, during the mediation process.

- 9.3.** The parties may, however, by mutual written agreement, waive confidentiality to the extent they decide.
- 9.4.** The obligation of confidentiality of the parties, their counsel and the mediator is absolute, including with regard to the CAGD and the judge, with the exception of practical information relating to the organisation and conduct of the mediation.
- 9.5.** No information disclosed to the mediator in confidence by one of the parties to the mediation may be communicated to the other parties to the mediation without the authorisation of the party concerned.
- 9.6.** Any recording of the images and words exchanged during mediation meetings is prohibited in application of the principle of confidentiality and in respect of the rights to image and privacy of the participants.

## **Article 10 : COSTS AND FEES**

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- 10.1.** Upon receipt of a request for mediation, the CAGD shall invite the parties to pay the opening fee and the advance on mediation fees within fifteen (15) days.
- 10.2.** The opening fee and the mediation fees are calculated on the basis of the fee scales in force on the date of initiation of mediation.
- 10.3.** The mediation fees cover only the administrative costs and the mediator's fees, to the exclusion of any other expenses and costs, such as those necessary for travel, meeting rooms, accommodation and other expenses necessary for the mediation to take place.
- 10.4.** The advance on mediation fees corresponds to a flat rate of ten (10) hours of mediation.
- 10.5.** At any time during the mediation, the parties may be asked to pay, within fifteen (15) days, any additional advance on mediation fees or disbursements.
- 10.6.** Unless otherwise agreed by the parties, they shall each bear an equal share of any advance requested. If any of the parties fails to pay its share, any other party may substitute for it within an additional five (5) days from the expiry of the initial fifteen (15) days.
- 10.7.** The time limits provided for in this article 10 may be extended by decision of the Chairman.
- 10.8.** The opening fee is, in any event, non-refundable.

**10.9.** At the end of the mediation, the total cost of any disbursements shall be determined and, where applicable, the parties shall be reimbursed for any excess or charged for any outstanding balance in accordance with the Rules.

## **Article 11 : ADDITIONAL PROVISIONS**

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**11.1.** Mediations are subject to the CAGD mediation rules in force on the date the mediation is initiated.

**11.2.** Any interpretation of these rules is the responsibility of the CAGD.

**11.3.** The CAGD and the CAIP may not be held liable for any fact, act or omission in connection with the mediation, except in the event of wilful misconduct and insofar as this limitation is not contrary to the law.

## **Article 12 : LIMITATION OF MEDIATOR LIABILITY**

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**12.1.** Mediators may not be held liable for any fact, act or omission in connection with the mediation, except in the event of wilful misconduct and insofar as such limitation is not contrary to law.

**12.2.** In view of the specific nature of his role, the mediator is not bound by an obligation of result, but only by an obligation of means.

**12.3.** In the event that the mediated parties, having reached an amicable agreement, wish to formalise it, a memorandum of agreement will be drawn up by the mediated parties and their counsel.

**12.4.** The mediator may not be held liable at a later date for the content of the agreement or in the event of this agreement being contested or due to the absence of an agreement at the end of the mediation process.

## **Article 13 : DATA PROTECTION**

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**13.1.** Data from the parties is subject to automated processing that is essential for the proper management of the mediation and for communication with the mediated parties.

**13.2.** This data is collected and used within the framework of the performance of the present agreement and will cease to be so at the end of the mission entrusted to the mediator. It will then be kept for five years for archiving purposes, after which time it will be destroyed.

**13.3.** Mediates have a right of access, rectification, deletion and opposition and may, in the event of difficulty, refer the matter to the Commission Nationale Informatique et Libertés (French Data Protection Authority).

**13.4.** By signing this agreement, the mediated parties expressly acknowledge that they are aware of the information concerning their personal data and consent to its storage and use by the mediator for the purposes described above.

## **ANNEX : MODEL CLAUSES**

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### **STANDARD ARBITRATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be finally settled by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

### **RULES OF LAW ARBITRATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be finally settled in accordance with rules of law by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

### **AMIABLE COMPOSITION ARBITRATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be finally settled in amiable composition by arbitration under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

### **THREE-MEMBERED ARBITRAL TRIBUNAL ARBITRATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be finally settled by a three-membered arbitral tribunal under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

### **MEDIATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be settled by mediation under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

## **MEDIATION + ARBITRATION CLAUSE**

All disputes arising out of or in connection with the present contract shall be settled by mediation under the rules of the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1<sup>er</sup> de Serbie - 75116 Paris, tel. 01 42 36 99 65), which the parties declare to know and accept.

If mediation fails, the dispute shall be finally settled by arbitration under the rules of the same chamber, which the parties declare to know and accept.

## **ARBITRATION AGREEMENT**

Between the undersigned:

Company X... (company name and address).  
Company Y... (company name and address).

Whereas:

(Summarise the facts giving rise to the dispute and in a very precise manner the very object of the dispute. If the parties cannot agree on a joint statement, then each party will have to present its own version of the dispute).

Consequently, the parties have agreed by this arbitration agreement to submit this dispute to the CAGD ARBITRATION CHAMBER FOR LARGE RETAIL (6, avenue Pierre 1er de Serbie - 75116 Paris, tel. 01 42 36 99 65), which will act in accordance with its Arbitration Rules, which the parties declare to know and accept.

The arbitrators will have to resolve the following points:

(clearly specify the mission of the arbitrators)

On the request of company X...

On the request of company Y...

The parties appoint (possibly) the following arbitrators:

For Company X: Mr .....

For Company Y: Mr .....

Signed in triplicate  
in Paris on

[signature of each party]

# CAGD.

ARBITRATION & MEDIATION

6, avenue Pierre 1<sup>er</sup> de Serbie – 75116 Paris

[www.arbitrage.org](http://www.arbitrage.org)

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