



**CI Arb Canada Inc. New Arbitrator Program
Shadow Arbitration Model
(Please send this completed form to info@ciarbcanada.org)**

IN THE MATTER OF AN ARBITRATION PURSUANT TO

[]

BETWEEN

[PARTY 1]

CLAIMANT

AND

[PARTY 2]

RESPONDENT

AGREEMENT FOR SHADOW ARBITRATION

WHEREAS:

- A. The Claimant, **[PARTY 1]** has delivered a Notice to Arbitrate dated [] (the “**Arbitration**”), naming the Respondent, **[PARTY 2]** (collectively the “**Parties**”).
- B. The Parties appointed **[Established Arbitrator]** as sole Arbitrator and the Arbitrator has accepted the appointment.
- C. The Parties consented to **[Shadow New Arbitrator]**, a Fellow of the Chartered Institute of Arbitrators (the “**Shadow New Arbitrator**”), to shadow the Arbitration.

The Parties and the Shadow New Arbitrator agree as follows:

- 1. The Shadow New Arbitrator will have no formal role in decision-making but will review the Arbitration materials, attend hearings, and perform any tasks assigned by the Arbitrator.
- 2. The Shadow New Arbitrator will not be remunerated for shadowing the Arbitration.

3. The Shadow New Arbitrator will have the same immunity from claims and compulsion to attend legal proceedings as a judge of the Superior Courts of Canada.

4. The Shadow New Arbitrator will diligently conduct a conflicts check and make any necessary disclosures in accordance with the Chartered Institute of Arbitrators Code of Professional and Ethical Conduct (October, 2009).

5. Notwithstanding any provision in this Agreement, the Parties confirm and agree that the Shadow New Arbitrator and their firm (if applicable) are not acting, and are not engaged, in a lawyer-client capacity or relationship or any other fiduciary capacity or relationship with the Parties or their related persons and entities in respect of the Arbitration. The Parties, on their own behalf and on behalf of their related, affiliated and subsidiary corporations also acknowledge and agree that:

- (a) the Shadow New Arbitrator is not shadowing on behalf of any firm, though the Shadow New Arbitrator has confirmed that there is no conflict or potential conflict which would prevent them from shadowing the Arbitration;
- (b) the Shadow New Arbitrator's firm represents a diverse base of clients and shall be entitled to represent and continue representing either of the Parties, or other third parties or entities, on any matter unrelated to the Arbitration, whether or not such representation may be adverse to one or both of the Parties or any related, affiliated, or subsidiary entity. In particular, each of the Parties agree that the Shadow New Arbitrator's firm may represent, and continue representing, either of the Parties or any other client in any other matter unrelated to the Arbitration, which may be directly adverse to the interests of either of the Parties, including pursuant to a lawsuit, negotiation, financing transaction, commercial transaction, regulatory proceeding, insolvency/restructuring or other matter unrelated to the Arbitration. In all cases set out in this paragraph, the Shadow New Arbitrator's firm is not obliged to inform the Parties and each of the Parties agree not to challenge the independence of the Arbitrator on the basis of any such representation, provided the Shadow New Arbitrator's firm establishes appropriate confidentiality screens; and
- (c) the Shadow New Arbitrator's firm is relying on the agreement and consent of the Parties to the foregoing terms.

5. Once 30 days has expired after the conclusion of the Shadow New Arbitrator's involvement in the Arbitration, the Shadow New Arbitrator will destroy any copies of produced party documents in their possession.

This Agreement may be executed in counterparts.

DATED as of _____, 202__.

The Claimant, **[PARTY 1]**
or by their Agent and Counsel of Record

Per: _____

The Respondent, **[PARTY 2]**
or by their Agent and Counsel of Record

Per: _____

The Shadow New Arbitrator

[Shadow New Arbitrator]