

AGREEMENT TO ARBITRATE CLAIMS

Internal processes are available for collegially resolving differences that may arise between the University of Southern California (the "University") and its faculty or staff, including formal faculty grievance and staff complaint procedures. If, for whatever reason, internal collegial processes do not resolve such differences, final and binding impartial arbitration is a means of avoiding the delay, expense, and unpleasantness of a lawsuit.

Therefore, the University and the faculty or staff member named below ("Employee") agree to the resolution by arbitration of all claims, whether or not arising out of Employee's University employment, remuneration or termination, that Employee may have against the University or any of its related entities, including but not limited to faculty practice plans, or its or their officers, trustees, administrators, employees or agents, in their capacity as such or otherwise; and all claims that the University may have against Employee. Any claim that otherwise would have been decidable in a court of law — whether under local, state or federal law — will instead be decided by arbitration, except as specifically excluded by this Agreement. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); claims for personal, physical, or emotional injury, or for any tort; claims for discrimination or harassment (including, but not limited to, race, sex, religion, national origin, age, marital status, sexual orientation, gender identity or expression, military and veteran status, or medical condition or disability); claims for "whistleblowing" or retaliation; and claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance.

Notwithstanding the foregoing, the following claims are not covered by this Agreement: (1) claims brought under Title VII of the Civil Rights Act of 1964; (2) tort claims (*e.g.*, assault and battery, intentional infliction of emotional distress, false imprisonment or negligent hiring, supervision or retention) if they are related to or arising out of sexual assault or harassment; (3) claims for "whistleblowing" under the American Recovery and Reinvestment Act of 2009; (4) claims for workers' compensation or unemployment compensation; (5) claims by or against faculty that are subject to review by writ of administrative mandamus under California Code of Civil Procedure Section 1094.5 or any successor statute; (6) claims that are arbitrable under a collective bargaining agreement governing Employee's employment; (7) claims arising under the National Labor Relations Act; and (8) claims under the Ralph Civil Rights Act or the Tom Bane Civil Rights Act, unless the amendments to sections 51.7, 52 and 52.1 of the California Civil Code resulting from the enactment of California Assembly Bill No. 2617 have been held by a court of law to be preempted by the Federal Arbitration Act or otherwise unenforceable as applied to pre-employment arbitration agreements.

The parties agree that final and binding arbitration shall be the sole and exclusive remedy for resolving any claims covered by this Agreement, instead of any court action, which is hereby expressly waived.

Any arbitration conducted pursuant to this Agreement shall be held in Los Angeles, California (or in the city in which the Employee is or was employed by the University). Any arbitration pursuant to this Agreement shall be held under the auspices of JAMS, and conducted in accordance with the JAMS Employment Arbitration Rules & Procedures (and no other rules), except to the extent such rules conflict with the procedures set forth herein. The JAMS Employment Arbitration Rules & Procedures are currently available at <http://www.jamsadr.com/rules-employment-arbitration>, and Employee understands USC will provide a printed copy upon request. Employee's share of the arbitrator's fee and the JAMS filing fee shall be no more than the then-current filing fee in the California Superior Court (or the equivalent state court in the event the arbitration is filed outside

California). The arbitrator may grant a waiver of Employee's share of these fees upon a showing of hardship. Employee and the University shall each bear their own costs relating to the arbitration and their own attorneys' fees, except as otherwise provided by law. This Agreement supersedes any prior or contemporaneous agreement on the subject, shall survive the termination of Employee's employment, and may only be revoked or modified in a written document that expressly refers to the "Agreement to Arbitrate Claims" and is signed by the President of the University.

Employee or the University must give written notice of any claim to the other party within the time prescribed by the state or federal statute of limitations applicable to the claim being made. In the event that multiple claims are asserted by Employee or the University, any claim of which notice is not given within the time prescribed by the applicable state or federal statute of limitations shall be barred. The written notice shall identify and factually describe the nature of all claims asserted, and in case of notice to the University, it shall be directed to the Provost (for faculty) or the Senior Vice President for Administration (for staff).

To the maximum extent permitted by law, Employee hereby waives any right to bring on behalf of persons other than Employee, or to otherwise participate with other persons in, any class or collective action. Employee retains the right to bring claims in arbitration for himself or herself as an individual (and only for himself or herself).

The arbitrator shall award all the remedies to which the prevailing party is legally entitled, including attorneys' fees and/or litigation costs if recoverable under applicable law. The arbitrator may not, however, award remedies that would be unavailable in court under the legal standards applicable to the claim(s) asserted. The arbitrator shall afford the parties adequate discovery, including deposition discovery, taking into account their shared desire to have a fast, cost-effective dispute-resolution mechanism. Except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings pursuant to this Agreement. To the extent that the Federal Arbitration Act either is inapplicable, or held not to require arbitration of a particular claim or claims, California law pertaining to agreements to arbitrate shall apply. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator shall render an award and a written, reasoned opinion in support thereof. Judgment on the award may be entered in any court having jurisdiction thereof.

This Agreement shall not be interpreted to preclude Employee from filing an administrative charge or complaint with, or communicating in any way with, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the California Division of Labor Standards Enforcement, the National Labor Relations Board, or any other federal, state, or local agency or official. If any provision of this Agreement is determined to be void or otherwise unenforceable, this determination shall not affect the validity of the remainder of the Agreement. EMPLOYEE UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, HE/SHE AND THE UNIVERSITY ARE GIVING UP THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.

Date: _____

By: _____
Employee's Signature

Full Name of Employee



By: Chrysostomos L. Nikias, President
University of Southern California