



Standards and Responsibilities for Members of the AAA® Roster of Arbitrators and Mediators

On an annual basis, members of the American Arbitration Association® (“AAA”) Roster of Arbitrators and Mediators are required to confirm that the information contained in their resume and user profile is correct, and that they understand and agree to fully comply fully at all times with the following:¹

1. Panelists must understand and support their responsibilities to the Alternative Dispute Resolution (“ADR”) process, the parties they serve, and the AAA. The responsibilities inherent in the role of an Arbitrator or Mediator include:
 - a. Understanding that the arbitration and mediation processes are expeditious, more efficient, and less formal alternatives to litigation;
 - b. Commitment to speed, economy, and a just resolution for controversies brought before them;
 - c. Dedication to the highest demonstrated practice of ethical behavior and integrity;
 - d. Providing the very best service to the users of arbitration/mediation who place their trust in the AAA;
 - e. Respecting others who contribute to ADR processes and the role they play — most notably the case management staff of the AAA who serve as partners in the management of the process;
 - f. Supporting the AAA and the policies and practices to best serve the field of ADR.
2. *Arbitrator and Mediator Fitness Requirements:* The AAA requires arbitrators and mediators to be fit to engage in cases for which they are listed or to which they are appointed. Arbitrators and mediators must advise the AAA of any personal, physical, or mental condition that may impair their ability to execute their responsibilities fully throughout all phases of a case. In addition, this responsibility extends to any such condition an arbitrator or mediator observes in another AAA arbitrator, mediator, or co-panelist. Panelist fitness-related matters may be addressed through, but may not be limited to, the following means:
 - a. Arbitrators and mediators may request to be placed on inactive status on the AAA Roster as a result of any physical or mental condition that may adversely impact, or have the appearance of adversely impacting, the integrity of the arbitration or mediation process, or which could result in the arbitrator or mediator failing to meet the expectations of the parties for a panelist of the highest caliber and an expeditious and efficient process.
 - b. At its discretion, the AAA may remove or place an arbitrator or mediator on inactive status on the AAA Roster. Where an arbitrator or mediator serves in a pending matter, the procedures outlined in the applicable AAA Rules will govern the AAA’s authority to remove the arbitrator or mediator from the pending matter.

¹ The composition of the Roster of Arbitrators and Mediators is at the sole discretion of the AAA, including the selection and retention of arbitrators and mediators. Continuation on the Roster is subject to standard review based on service need, qualifications and performance as deemed appropriate by the AAA. Neither acceptance to the Roster nor appointment to cases shall make any member of the Roster of Arbitrators and Mediators an employee, agent, or independent contractor of the AAA.



3. *Billing Guidelines*: Every effort should be made to meet the guidelines specified in the AAA's Arbitrator Billing Guidelines (Commercial, Construction, and Employment Cases).
4. *Panel Fee*: An annual panel fee is assessed on commercial, construction, consumer, employment, and labor arbitration panelists to underwrite the administrative and technology costs of services offered to the panelists. There is a separate annual Panel Fee for AAA's Mediation Panel members.
5. *Continuing Education Requirements*: Arbitrators must complete an annual Arbitrator Continuing Education (ACE) training course designated by the AAA — a commitment to ongoing education and training to enhance their dispute resolution skills. The AAA does not have a mandatory continuing education requirement for the AAA Panel of Mediators but expects mediators to participate in continuing education and training activities designed to enhance their mediation skills and knowledge.
6. *Profile and Resume Accuracy*: Panelists must keep their resume current and notify the AAA immediately if changes affect their profile information.
7. *Cybersecurity and Privacy*: Panelists acknowledge the importance of cybersecurity in safeguarding case-related data and commit to proactively addressing cybersecurity concerns to uphold the confidentiality and integrity of the process. Panelists further agree to follow the *AAA-ICDR Best Practices Guide for Maintaining Cybersecurity and Privacy*.
8. Panelists should be aware of the importance of the confidentiality of the process in the parties' decision to enter into a contract containing an arbitration or mediation clause. In this regard, Panelists must not violate the terms of the *Code of Ethics for Arbitrators in Commercial Disputes*², the *Model Standards of Conduct for Mediators*³, the *Code of Professional Responsibilities for Arbitrators of Labor-Management Disputes*⁴, or the *AAA Arbitration Rules and Mediation Procedures*⁵ respecting the confidentiality of the conflict management process.⁶ They may not disclose confidential information related to cases unless required by law.
9. Consistent with the AAA's Rules, panelists should recommend using the AAA whenever asked to serve on a case where the AAA rules, procedures, or case management services are included in a contract.
10. Panelists are encouraged to recommend and promote the use of ADR and AAA Rules and Services. If approached to serve on a case where the AAA is not named in a contract, it is expected that members of the AAA Roster will request that parties consider using AAA case management services.

² The Code of Ethics for Arbitrators in Commercial Disputes – Canon VI(B).

³ The Model Standards of Conduct for Mediators – Standard V.

⁴ Code of Professional Responsibilities for Arbitrators of Labor-Management Disputes – Section 2.C.

⁵ Commercial Arbitration Rules and Mediation Procedures – Rules R-25 and R-34(c).

⁶ Disclosures made for the sole purpose of compliance with conflict of interest and disclosure requirements are permissible. However, at no time may information regarding the identities of parties to cases filed with the AAA be disclosed to third persons, including ADR Provider Organizations, for the purpose of marketing and sales initiatives.



11. When the parties have agreed to arbitrate or mediate under the Rules of the AAA but have requested that the matter proceed on an ad hoc basis or through the administration of another service provider, members of the AAA Roster must disclose clearly in writing to the parties that the AAA has no affiliation, connection, or responsibility for that case. In addition, panelists may not indicate or represent that the AAA has any connection or responsibility for the case.
12. When a member of the AAA Roster is affiliated with another ADR Provider Organization, which is defined as a For-Profit Company/Organization that offers a roster of arbitrators/mediators, case management/administrative services, or ADR rules and procedures for inclusion by parties in contracts, the following conditions must be observed while serving on an AAA administered case:
 - a. Compensation will be issued directly to the AAA panelist; the AAA will not disburse compensation on AAA-administered cases to another ADR Provider Organization.
 - b. No other ADR Provider Organization's information, logo, or name may appear on AAA case-related correspondence and documentation (e.g., conflict disclosure forms, invoices, email addresses, resumes, etc.).
 - c. Billing rates and fees must be equal to or lower than those established with any other ADR Provider Organization, and there must be reasonable flexibility concerning cancellation fees and policies.
 - d. No employees and representatives of another ADR Provider Organization may have direct contact with the parties unless the AAA consents.
 - e. Hearings may not be held at another ADR Provider Organization's facilities unless the AAA consents.
13. Panelists may not have an ownership, investor, or equity relationship with another ADR provider with ten or more neutrals or join an ADR provider with an exclusivity requirement. If such a relationship occurs while a member of the AAA Roster, the AAA will rotate the panelist off the active AAA Roster. The arbitrator or mediator will be expected to complete any AAA cases where they have been appointed and will disclose to the parties the change in their status on the AAA Roster in those cases.

MY ELECTRONIC SIGNATURE BELOW ACKNOWLEDGES AND CONFIRMS THE FOLLOWING:

- A. I have read and understand the *Standards and Responsibilities of the AAA Roster of Arbitrators and Mediators* for members.
- B. To the best of my knowledge and belief, the information included in my resume and panel profile is true and accurate. I agree to promptly notify the AAA if there is any change in the information provided. Furthermore, I understand that the AAA may seek to verify the accuracy of the information I provided, and I authorize and permit them to do so. I understand that material inaccuracies in this information may result in my removal from the AAA Roster.
- C. I agree to serve in accordance with all applicable AAA-established procedures, the *Code of Ethics for Arbitrators in Commercial Disputes*, and the *Model Standards of Conduct for Mediators*, as applicable, in effect now and as they may be amended.



- D.** To remain a member in good standing on the AAA Roster of Arbitrators and Mediators, I understand that I must adhere to any applicable policies, guidelines, or standards the AAA establishes for continuing membership on the AAA Roster, including payment of applicable annual roster fees and, for arbitrators, fulfillment of a yearly arbitrator continuing education (ACE) training requirement.
- E.** I understand that the composition of the Roster is at the sole and absolute discretion of the AAA, including the selection and retention of arbitrators and mediators. My continuation on the Roster is subject to standard review based on service need, qualifications, performance, and fitness as deemed appropriate by the AAA. Neither acceptance to the Roster nor appointment to cases shall make me an employee, agent, or independent contractor of the AAA.
- F.** I understand that the AAA solely determines whether a panelist is qualified to serve as an arbitrator and a mediator. I agree to serve in both roles if the AAA designates me to do so.
- G.** I recognize that neither my willingness to serve as an arbitrator or mediator nor my appointment to the AAA Roster obligates the AAA to list or recommend me for appointment as a panelist in any case, nor will I be under any obligation to accept appointments.
- H.** I understand that although the AAA may serve in its administrative capacity to collect and disburse payments for compensation that may become due to me for services as an arbitrator or mediator in an AAA case, such compensation is the sole obligation of the parties to the dispute. The AAA has no liability to me for payment of fees.