



## 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 acknowledge compliance with the Standards and Responsibilities for Members of the AAA Roster of Arbitrators and Mediators and certify the accuracy of the information included on their resume and user profile.

To that end, members of the Roster of Arbitrators and Mediators are required at all times to be in compliance with the following Standards and Responsibilities:<sup>1</sup>

1. Panelists must understand and support their responsibilities to the Alternative Dispute Resolution (“ADR”) process, the parties that 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. respect for 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. support of the AAA and the policies and practices the AAA applies to best serve the field of ADR.
2. Arbitrator and Mediator Fitness Requirements: The AAA/ICDR 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/ICDR of any personal, physical, or mental condition that may impair their ability to fully execute their responsibilities during all phases of a case. In addition, this responsibility extends to any such condition an arbitrator or mediator observes in another AAA/ICDR arbitrator or 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 from the roster of arbitrators or mediators as a result of any physical or mental condition that may have an adverse impact upon the appearance of the integrity of the arbitration or mediation process, or which could result in a failure of the arbitrator or mediator to meet the expectations of the parties for a panelist of the highest caliber and an expeditious and efficient process.
  - b. The AAA/ICDR may, at its own discretion, remove or place an arbitrator or mediator on inactive status from the AAA’s Roster. Where an arbitrator or mediator is serving in a pending matter, the procedures set forth in the applicable AAA/ICDR Rules will govern the AAA’s authority to remove the arbitrator or mediator from the pending matter.

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, Employment and Labor arbitration panelists to underwrite the administrative and technology cost of services offered to the panelists. There is a separate annual Panel Fee for members of the AAA's Mediation Panel.
5. Continuing Education Requirements: Arbitrators must fulfill an annual Arbitrator Continuing Education (ACE) requirement -- 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 does have an expectation that mediators will participate in continuing education and training activities designed to enhance their mediation skills and knowledge.
6. Profile and Resume Accuracy: Panelists are required to keep their resume current and notify the AAA immediately if changes occur that affect their profile information.
7. Compensation AAA Panelists receive on an AAA-administered case will not be disbursed by the AAA to another ADR Provider Organization.
8. Panelists should be aware of the importance that the confidentiality of the process plays 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<sup>2</sup>, the Model Standards of Conduct for Mediators<sup>3</sup>, the Code of Professional Responsibilities for Arbitrators of Labor-Management Disputes<sup>4</sup>, or the AAA Arbitration Rules and Mediation Procedures<sup>5</sup> respecting the confidentiality<sup>6</sup> of the conflict management process, and may not disclose confidential information related to cases unless required by law.
9. Consistent with the AAA's Rules, Panelists should recommend the use of 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, our expectation is that our Panelists will ask the parties to consider using AAA case management services.
11. When the parties have agreed to arbitrate or mediate pursuant to 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, AAA Panelists 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.

As a member of the AAA Roster of Arbitrators and Mediators, I confirm the following:

- A. I have read and understand the Standards and Responsibilities for Members of the AAA Roster of Arbitrators and Mediators.
- B. To the best of my knowledge and belief the information included on my resume and in my panel profile is true and accurate. If there is any change in the information provided, I agree to promptly notify the American Arbitration Association (AAA). The AAA may seek to verify the accuracy of the information provided by me and it is hereby authorized 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 and 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/or 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 an annual continuing education 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 recognize that neither my willingness to serve as an arbitrator or mediator, nor acceptance on the AAA Roster, obligates the AAA to propose me for appointment as a panelist in any case, nor will I be under any obligation to accept appointments.
- G. 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, and the AAA has no liability to me for payment of fees.

In the past 12 months, have you been the subject of disciplinary action by a professional organization, convicted of a crime, or had any of your Awards vacated as a result of your failure to disclose any interest or relationship likely to affect impartiality or which might create an appearance of partiality or bias?

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<sup>2</sup>*The Code of Ethics for Arbitrators in Commercial Disputes* – Canon VI(B).

<sup>3</sup>*The Model Standards of Conduct for Mediators* – Standard V.

<sup>4</sup>*Code of Professional Responsibilities for Arbitrators of Labor-Management Disputes* – Section 2.C.

<sup>5</sup>*Commercial Arbitration Rules and Mediation Procedures* – Rules R-25 and R-34(c).

<sup>6</sup>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.