

AI
ARBITRATION

AI Led Arbitration Rules



American Arbitration Association®

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AI Led Arbitration Rules



I. Introduction

Purpose and Scope

These AI Led Arbitration Rules (Rules) apply to all two-party disputes administered through the Digital Dispute Resolution Center™ (DDRC™) platform. They outline the parties' responsibilities and the authority of the American Arbitration Association (AAA®), the AI Arbitrator, and the human Arbitrator.

Commitment to Responsible AI Use

The AAA is committed to using generative artificial intelligence (AI) responsibly. With the DDRC platform, we follow key AI principles like fairness, transparency, and keeping people at the center of decisions.

II. Pausing Arbitration; Mediation Option

Pausing the Arbitration

Any time before the arbitration award is transmitted, the parties can agree to pause the arbitration case for any reason for up to 30 calendar days, unless the parties agree to extend further.

We encourage the parties to use this time to try resolving the dispute, including through AAA Mediation. If the parties choose AAA Mediation, they should indicate that choice when submitting their agreement to pause.

III. The Arbitration Process

R-1. Understanding and Using the Rules

- (a) Only the AAA has the authority to interpret and apply these Rules. This includes making decisions about procedures, rule non-compliance, and how the Rules apply during the case.

- (b) If a situation arises that the Rules do not specifically address, the AAA or the human Arbitrator will determine the appropriate course of action.
- (c) The term “Business Days” as used in these Rules excludes all weekend days and federal holidays, but not state or local holidays.

R-2. Agreement to the Rules

- (a) The parties can agree that these Rules apply to their arbitration. When parties agree to arbitration using the DDRC or the AI Arbitrator, they also agree to these Rules.
- (b) The version of the Rules in effect when a case is filed will govern the case.
- (c) By selecting this process, both parties consent to have the AI Arbitrator make a preliminary decision in the case, with the human Arbitrator reviewing, revising as needed, validating, and finalizing that decision and issuing the award.

R-3. Roles and Responsibilities

(a) Using the DDRC Platform and AI Tools

- i) The process developed by the AAA with input from the human Arbitrator involves AI, and the AAA or the human Arbitrator may intervene to review or direct the AI as needed.
- ii) The AAA may assign its responsibilities to any member of its staff.

(b) Behavior Expectations

All parties and their representatives must behave respectfully and honestly. They must follow the Rules, deadlines, and [Standards of Conduct for Parties and Representatives](#). If a party or its representative does not abide by the Standards of Conduct, the AAA may decline to further administer the case or related caseload.

R-4. Starting the Case

(a) Filing Party (Claimant) Instructions

- i) If a party intends to file a case with the AAA through the DDRC, and there is a contract that requires arbitration with the AAA or names the AAA or AAA's rules, the party bringing the case must indicate on the DDRC platform its agreement to arbitrate through the DDRC under these Rules and submit the following information online through the DDRC platform:
 - a) Contact information for all parties and representatives, including name, valid email address, mailing address, and phone number;

- b) A brief overview of the issue(s) in dispute;
 - c) The amount of money damages or other type of resolution requested; and
 - d) A copy of the arbitration agreement in the contract.
- ii) If a party intends to file a case with the AAA through the DDRC, and there is no preexisting agreement that requires arbitration with the AAA or names the AAA or AAA's rules, the party bringing the case must indicate on the DDRC platform its agreement to arbitrate through the DDRC under these Rules and submit the following information online through the DDRC platform:
- a) Contact information for both parties and representatives, including name, valid email address, mailing address, phone number;
 - b) A brief overview of the issue(s) in dispute;
 - c) The amount of money damages or other type of resolution requested; and
 - d) The signatures of both parties or their representatives on an agreement to arbitrate with the AAA.
- iii) The Claimant must also pay the arbitration cost, which will cover the AAA's administrative fees and the human Arbitrator's compensation. The case will not be considered properly filed until this cost is paid. The AAA may reject incomplete filings.
- iv) The DDRC platform will confirm receipt, notify the other party, and assign an official filing date.

(b) Responding Party (Respondent) Instructions

- i) The party responding to the claim has 10 Business Days from the date of Claimant's filing to:
- a) Agree to arbitrate through the DDRC under these Rules.
 - b) Submit a brief response to the claim. The case will proceed even if no response is filed.
 - c) File a counterclaim, if any, which must include:
 - (1) A brief overview of the issue(s) in the counterclaim.
 - (2) The amount of money damages or other type of resolution requested.
- ii) Instead of filing a counterclaim with its initial response to the claim, the Respondent may file a counterclaim as part of its submissions under Rule R-6. When the Respondent files a counterclaim, either with its initial response

or as part of its Rule R-6 submission, it must pay the arbitration cost for the counterclaim. The counterclaim will not be considered properly filed until this cost is paid.

- iii) If the Respondent does not agree to arbitrate through the DDRC or under these Rules but the parties have agreed to AAA-administered arbitration or arbitration governed by AAA rules, the AAA will determine which standard AAA arbitration rules and procedures will apply and will move the case to the traditional AAA case administration process.

R-5. Communications

Communications and notifications between the parties and the AAA or the human Arbitrator are through the DDRC platform or via email.

R-6. Submission Schedule

- (a) Once the Respondent agrees to arbitrate through the DDRC under these Rules and either files a brief response pursuant to Rule R-4(b) or that response deadline passes, the DDRC creates a schedule for the parties' submissions based on the time periods noted below:

- i) **Claimant Submission**

Claimant may submit proof in support of their claim in the form of a Claimant Submission. This may include a written statement or brief, evidence, exhibits, and/or any legal authority that support the claim. The Claimant Submission is due 10 Business Days after Respondent agrees to arbitrate through the DDRC under these Rules and either files a response pursuant to Rule 4(b) or that response deadline passes.

- ii) **Respondent Submission:**

Respondent may respond to the Claimant's claim in the form of a Respondent Submission. This may include a written statement or brief, evidence, exhibits, and/or any legal authority that oppose the claim. If Respondent has not previously filed a counterclaim, it may file a counterclaim with its Respondent Submission and must pay the relevant counterclaim arbitration cost before the counterclaim is considered properly filed. The Respondent Submission may include a written statement or brief, evidence, exhibits, and/or any legal authority that support the counterclaim, if filed. Respondent Submission is due 10 Business Days after Claimant Submission is filed.

- iii) **Claimant Reply:**

Claimant may reply to the Respondent Submission. This may include a written statement or brief, evidence, exhibits, and/or any legal authority that oppose

the counterclaim, if any is filed, or further support Claimant's claim. Claimant Reply is due 10 Business Days after Respondent Submission is filed.

iv) Respondent Counterclaim Reply:

If Respondent filed a counterclaim, Respondent may reply to the portions of the Claimant Reply that oppose the counterclaim. This may include a written statement or brief, evidence, exhibits, and/or any legal authority that further support Respondent's counterclaim. Respondent Counterclaim Reply is due 10 Business Days after Claimant Reply is filed.

- (b) Either party may select any document they filed pursuant to Rule R-4 to include as part of their submission(s). The parties also may file with their Rule 6(a) submissions documents not initially filed pursuant to Rule R-4.
- (c) The AI Arbitrator and the human Arbitrator will only consider the position, argument, and evidence included in a party's submission(s).
- (d) The case proceeds even if a party fails to file a submission or reply. However, if Claimant fails to file its Claimant Submission and Respondent does not have a counterclaim, the AAA will close the case.
- (e) Each party may request one 5-Business Day extension for each submission period. The AAA may further extend any submission deadline in unusual and exceptional circumstances.
- (f) The AI Arbitrator confirms each submission.
- (g) The parties will have the opportunity, in the Parties' Feedback stage, to review and comment on the AI Arbitrator's summaries of their claims, evidence, exhibits, and legal authority.

R-7. Appointing the Human Arbitrator

(a) Appointing the Human Arbitrator

- i) The AI Arbitrator will select a single human Arbitrator from the AAA's National Roster of Arbitrators to hear and decide the case.
- ii) The human Arbitrator must disclose anything that might reasonably raise doubts about their impartiality or independence. This includes any bias, financial or personal interest in the outcome, or past or present relationships with any party or their representatives. The human Arbitrator must continue to disclose such information throughout the arbitration.
- iii) If the human Arbitrator is disqualified, or can't or won't perform their duties, the AI Arbitrator will appoint another human Arbitrator in accordance with Rule R-7(a)(i).

(b) Objections to Human Arbitrator and Disqualification

- i)** The human Arbitrator must be impartial and independent and must carry out their duties diligently and in good faith. The AAA may disqualify the human Arbitrator for:
 - a)** bias or lack of independence,
 - b)** failing or refusing to act with diligence and good faith, or
 - c)** any disqualifying reason under the applicable law.
- ii)** A party may object to the human Arbitrator based on any of these reasons. If a party objects to the human Arbitrator, the AAA will remove the human Arbitrator and a new human Arbitrator will be appointed in accordance with Rule R-7(a)(iii). The AAA may also decide to remove the human Arbitrator in accordance with Rule R-7(b)(i).

R-8. Award

- (a)** After the Rule R-6 submission stages and the Parties' Feedback stage:
 - i)** The AI Arbitrator prepares a draft award with brief reasoning and which may include damages and attorney's fees, and specify how the arbitration costs and any other costs are allocated.
 - ii)** The human Arbitrator reviews the draft award and can approve, edit, or rewrite any part of the draft award.
 - iii)** After the human Arbitrator finalizes and signs the award, the DDRC will notify the parties that the final, signed award has been rendered. The award will be deemed filed and delivered to the parties on the date the notification is provided.
- (b)** The award is due no later than 5 Business Days after the deadline for the Parties' Feedback stage. The AAA may extend the award due date only in unusual and exceptional circumstances.
- (c)** Within 10 Business Days after the award is rendered, any party may ask the human Arbitrator—through the DDRC—to fix any clerical, typographical, or calculation errors. The party making the request must notify the other party. The other party has 10 Business Days to respond. The human Arbitrator must decide the request within 10 Business Days after the AAA sends the request and any response to the human Arbitrator. The human Arbitrator cannot revisit or change decisions made on the claim or counterclaim other than to correct clerical, typographical or calculation errors.

R-9. Confidentiality

AAA will keep confidential all matters relating to the arbitration or the award. All access to case data is limited and secure.

R-10. Removing a Case from the DDRC

A case may be removed from the DDRC platform and these Rules by agreement of the parties, if the case involves more than two parties, or the AAA determines that the case does not fit the DDRC's platform.

R-11. Release of Case Documents

If a party to an arbitration submits a written request to the AAA, the AAA will provide that party—at the party's expense—with copies or certified copies of case documents that are stored on the DDRC platform, are in the AAA's possession, and the AAA determines are not privileged or confidential.

R-12. Applications to Court and No Liability

By using these Rules, the parties agree to the following:

- (a) Judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof.
- (b) The AAA and the human Arbitrator are not necessary or proper parties in any court case related to the arbitration.
- (c) The AAA and the human Arbitrator cannot be held liable for any action or omission connected to the arbitration. This includes claims for money damages, injunctions, or other relief.
- (d) The parties will not ask or call the human Arbitrator, the AAA, or any AAA employee to testify in any lawsuit or legal proceeding related to the arbitration. None of them is competent to testify as a witness in those proceedings.

R-13. Non-Binding Arbitration

- (a) The parties may agree at the start of the case that the human Arbitrator will render only an advisory, non-binding arbitration award in their case instead of a binding award.
- (b) If the parties proceed with non-binding arbitration pursuant to this Rule, they agree that:

- i) any non-binding arbitration award rendered shall not be introduced or cited as evidence in any other arbitration, litigation, or any other adjudicative body, and
- ii) any non-binding arbitration award shall not be entered as a judgment in any court, unless the parties agree otherwise.

Arbitration Cost; Refund Schedule

Arbitration cost: Claimant's cost for filing their claim(s) is \$2,500. Respondent's cost for filing their counterclaim(s) is \$2,500.

There are no refunds of the arbitration cost, except that AAA will refund Claimant's arbitration cost if the Respondent does not consent to arbitrate through the DDRC under these Rules.



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