



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 AAA Roster of Arbitrators and Mediators are required at all times to be in compliance with the following Standards and Responsibilities:¹

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 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 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 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 on the AAA Roster 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.

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.



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, 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. Compensation AAA panelists receive on an AAA-administered case will not be disbursed by the AAA to another ADR provider.
13. When a member of the AAA Roster joins an ADR provider with an exclusivity requirement for panelists the AAA will rotate the panelist off of 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 on those cases the change in their status on the AAA Roster.

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 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 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 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.