

INTRODUCING

AAA[®] Arbitrator Select

Jump-start your dispute resolution with innovative, cost effective and unprecedented access to AAA's roster of neutrals



Available online at www.adr.org



American Arbitration Association
Dispute Resolution Services Worldwide

AAA[®] Arbitrator Select

PROVIDING UNPRECEDENTED ACCESS TO THE
AAA'S NATIONAL ROSTER OF NEUTRALS



With Arbitrator Select, the AAA provides users with a list of the best, most appropriate arbitrators for their dispute according to clients' criteria, and, if desired, the AAA will go further to facilitate conflicts checks with specific arbitrators and assist parties in arbitrator selection or appointment.

As many in the legal and business professions know, the American Arbitration Association[®] (AAA) is a full-service provider of alternative dispute resolution (ADR) services.

Through Arbitrator Select, the AAA expands the definition of *full service* to incorporate more service delivery and pricing options to meet clients' needs on *each individual case*. That means that parties have more choices with regard to AAA arbitration case-related services.

Quite simply, the AAA recognizes that there are circumstances where, due to the nature of the case or the relationship between the parties, more or less flexibility may be needed pertaining to case administration. For cases where it is more likely than not for parties to have agreement on case matters, the AAA's Arbitrator Select may be an appropriate and exciting option that helps move parties toward dispute resolution.

After obtaining a list of arbitrators or after an arbitrator has been appointed—in fact, at any time, parties can opt to return to the AAA to receive full-service case administration by filing an arbitration case with the AAA. By doing so, users would receive AAA services that include support at the preliminary hearing, information exchange and preparation stages through to the hearing and award.



American Arbitration Association

Dispute Resolution Services Worldwide

Alternative Dispute Resolution Alternatives

As a thoughtful manager of your or your clients' business disputes, you know that you may have different needs in the resolution of each case. The AAA knows that, too.

AAA Arbitrator Select allows you to select the level of service that you require with regard to the identification, selection or appointment of an AAA arbitrator.

Service Options

AAA Arbitrator Select: List Only

At this service level, the AAA acts as a referral source for identifying arbitrators to hear parties' cases. From its thousands of expert arbitrators across the country, the AAA provides a list of up to 5, up to 10 or up to 15 arbitrators best qualified to resolve the parties' dispute, based on criteria provided by the filing party.

What You Do: Parties complete a detailed filing form, providing their contact information, desired level of service (including how many arbitrators requested, described below) and preferences regarding the arbitrator, including such items as area of expertise and a listing of persons and firms that could cause the neutral to be conflicted out.

What You Get: The AAA provides to each party a list of either up to 5, up to 10 or up to 15 arbitrators whose credentials best match the criteria specified on the filing form, along with their AAA Roster biographies.

What the AAA Does: The arbitrators are notified that their information is being provided to a party seeking an arbitrator and that they may be contacted directly by the parties. It now is up to the parties to handle the rest of the appointment process.



AAA Arbitrator Select: List and Appointment

At this level of service, the AAA assists the parties in identifying arbitrators and selecting and/or appointing the neutral. The AAA does the same search as in *Arbitrator Select: List Only*, going further to determine the arbitrators' availability to serve, to facilitate conflicts checks and arbitrator selection or to appoint an arbitrator if there is no agreement among the parties.

What You Do: As with *Arbitrator Select: List Only*, parties complete the filing form, providing the contact information for all parties and neutrals specifications. Mutual agreement of all parties to a dispute is necessary to receive *AAA Arbitrator Select: List and Appointment*. All parties must sign the Submission Form.

What You Get: The AAA provides to each party a list of either up to 5, up to 10 or up to 15 arbitrators whose credentials best match the criteria specified on the filing form, along with their AAA Roster biographies.

What the AAA Does: If the parties are unable to agree on a proposed arbitrator, each party would rank the list of proposed arbitrators in order of preference. The AAA extends an invitation to the highest-ranked mutually agreeable candidate and facilitates a conflicts check. If the arbitrator declines to hear the arbitration, the AAA invites the next highest-ranked candidate, and so on.

When an arbitrator accepts the appointment, the AAA notifies the parties of the arbitrator's identity, providing to the parties any disclosures the arbitrator may have made. If the arbitrator has made a disclosure, the parties will have seven calendar days to object to the arbitrator's appointment based on the disclosure. If the parties cannot agree on whether the disclosure disqualifies the arbitrator from service, the AAA will determine whether to reaffirm or disqualify the arbitrator.

If an arbitrator is disqualified due to a disclosure, then the AAA will invite the next highest-ranked candidate to serve. Should no candidate remain from those originally provided or if there are no mutually agreeable candidates, the AAA may appoint an arbitrator from its Roster without the submission of additional lists.

What You Should Know

Do I need to have the AAA written into my contract in order to participate in this service option?

No, you do not have to have the AAA specified in your contract to benefit from this service.

What is the advantage of going to the AAA for this service if I am only interested in finding an arbitrator, which I can do myself?

Parties not only get access to the AAA's outstanding panel of arbitrators—unavailable elsewhere—and help identifying the best neutral for the case, clearing conflicts and appointing the neutral. The AAA also remains available in the event that the parties subsequently decide they want full AAA administration of their arbitration.

What if along the way I decide that I want the AAA involved?

At any time, parties may agree to submit the matter to the AAA for full-service case administration.

Will the AAA otherwise be involved in the case?

AAA service and administration ends with provision of the lists and, if applicable, arbitrator appointment.

Can we use these services to find an arbitrator or arbitrators for mock arbitrations?

Yes, however, if the search or selection service is used to find one or more arbitrators for a mock arbitration, then the name of one party to the dispute must be submitted to the AAA—in confidence—to assist the AAA in avoiding any future conflict in the event that the dispute is subsequently submitted to the AAA for administered arbitration.

How can I access these services?

If you are viewing this as a PDF, the filing forms and the credit card authorization follow this brochure. If not, the forms can be found on www.adr.org, or you can call customer service at 1.800.778.7879.



Arbitrator Select Pricing

Fees are payable at the time of submission of the arbitrator selection form.

AAA Arbitrator Select: List Only Fees

List of up to 5 arbitrators: \$750;
5 additional names, if needed: \$750

List of up to 10 arbitrators: \$1,500;
10 additional names, if needed: \$750

List of up to 15 arbitrators: \$2,000;
15 additional names, if needed: \$1,000

Refunds: There is a minimum non-refundable search fee of \$750. If the AAA, in its sole discretion, is unable to compile an appropriate list of arbitrators after completing a search, the balance of the List Only Service Fees will be refunded.

AAA Arbitrator Select: List and Appointment Fees

List of up to 5 arbitrators: \$750;
5 additional names, if needed: \$750
plus \$500 for each arbitrator appointed

List of up to 10 arbitrators: \$1,500
plus \$500 for each arbitrator appointed

List of up to 15 arbitrators: \$2,000
plus \$500 for each arbitrator appointed

Refunds: There is a minimum non-refundable search fee of \$750. If the AAA, in its sole discretion, is unable to compile an appropriate list of arbitrators after completing a search, the balance of the List and Appointment Service Fees will be refunded. If arbitrators meeting the criteria indicated on the submission form are identified, and parties strike all or do not move forward to appointment, service would be deemed granted and fees will not be refunded.

Credit Toward Further Case Management Fees

If parties find that they wish to receive full-service case administration within six months of arbitrator appointment, they may file a case under the standard commercial fee schedule.

Fees paid for *Arbitrator Select: List Only* or *Arbitrator Select: List and Appointment* will be credited to the standard commercial filing fees. The credit will be reflected in the reduced filing fee paid at the time of case submission.

Note: Please see additional terms and conditions on the *Request for* and *Submission to Arbitrator Select*. Please retain the case number that you are assigned at the time of arbitrator selection in the event that you may want to file for further AAA case management services down the road. Credit for fees paid can be applied only with the submission of the case number.



Request for Arbitrator Select

LIST ONLY, Page 1

Date:

Case Type (check one): Commercial Construction

Does This Filing Involve an Existing AAA Case? Yes No

Number of Arbitrators on List To Be Provided: Up to 5 (\$750) Up to 10 (\$1500) Up to 15 (\$2000)

Amount of Enclosed Filing Fee: _____

Desired Qualifications for Arbitrator(s):

(Please include information on professional expertise and qualifications desired and geographic limitations and/or locations).

TERMINATION OF AAA AUTHORITY

Under the "List Only" Arbitrator Select, AAA services conclude with the provision of the arbitrator list. Therefore, AAA services do not include, among other things, the handling of fees charged by the arbitrator(s), inviting arbitrator(s) to serve, performance related matters, conflict checks and disclosures, scheduling award-related matters or any other issue that might arise during the arbitration proceeding.

EXCLUSION OF LIABILITY

a. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service is a necessary or proper party in judicial proceedings related to either the parties' arbitration or the provision of services under the AAA's Arbitrator Select.

b. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with the parties' arbitration or the provision of AAA's Arbitrator Select.

c. The parties further agree not to call the arbitrator, the AAA or AAA employees as a witness in litigation or any other proceeding relating to the arbitration for which the AAA's Arbitrator Select has been utilized. The arbitrator, the AAA and AAA employees are incompetent to testify as witnesses in any such proceeding.

CREDIT TOWARD FUTURE CASE MANAGEMENT FEES

If parties find that they wish to receive full service case administration, they may file a case under the Standard Commercial Fee Schedule. Full credit for the amount paid for this service will be reflected in the reduced filing fee paid at the time of submission.

REFUNDS

There is a minimum non-refundable search fee of \$750. If the AAA, in its sole discretion, is unable to compile an appropriate list of arbitrators after completing a search, the balance of the "List Only" Service Fees will be refunded.

Please fill out the form on page 2

Please send this completed form to your local AAA office. A listing of local offices can be found at www.adr.org/contact



Request for Arbitrator Select

LIST ONLY, Page 2

REQUESTING PARTY AND REPRESENTATIVE

By executing this form below, all parties and their representatives acknowledge that they agree to be bound by the terms of this submission form.

Party

Nature of Business

Party's Representative Name

Firm/Organization Name

Address

City

State

Zip

Phone

Fax

Email

ADDITIONAL INFORMATION

Dollar Amount of Claim: _____

Dollar Amount of Counterclaim (if any): _____

Nature of Dispute: _____

Reason for Choosing AAA Arbitrator Select:

- AAA Arbitration Clause in Contract
- Arbitration Clause in Contract Does Not Specify AAA
- Statutory Requirement to Arbitrate
- Post-Dispute Agreement to Arbitrate
- Court Ordered Arbitration
- Other _____



Request for Arbitrator Select

LIST AND APPOINTMENT, Page 1

Date:

Case Type (check one): Commercial

Number of Arbitrators on List To Be Provided: Up to 5* Up to 10 Up to 15

Amount of Enclosed Filing Fee: _____

* List of up to 5 arbitrators: \$750 plus the cost of arbitrator(s) selection
List of up to 10 arbitrators: \$1500 plus the cost of arbitrator(s) selection
List of up to 15 arbitrators: \$2000 plus the cost of arbitrator(s) selection
There is a \$500 fee for each arbitrator selected.

Desired Qualifications for Arbitrator(s) to Hear This Dispute:

(Please include information on professional expertise and qualifications desired and geographic limitations and/or locations. Be sure to note any other pertinent information that will aid in providing an appropriate list of arbitrators. The parties also may specify their desired arbitrator qualifications on a separate page if desired.)

LISTING FOR CONFLICTS CHECKS

Please attach a list of all interested parties in this case, including, but not limited to, witnesses, consultants and attorneys. In order to avoid conflicts of interest, parties are requested to also list subsidiary and other related entities. This list will be used by the potential arbitrator(s) to check for conflicts and make disclosures.

AAA AUTHORITY

By requesting the "List and Appointment" services of the American Arbitration Association ("AAA"), the parties authorize the AAA to appoint the requested number of arbitrators and administer any immediate challenges to the appointment(s) as follows:

DISCLOSURE

1. Any person appointed or to be appointed as an arbitrator shall disclose any circumstance likely to give rise to justifiable doubt as to the arbitrator's impartiality or independence, including any bias or any financial or personal interest in the result of the arbitration or any past or present relationship with the parties or their representatives. Such obligation shall remain in effect throughout the arbitration.
2. Upon receipt of such information from the arbitrator or another source, the AAA shall communicate the information to the parties and, if it deems it appropriate to do so, to the arbitrator and others.
3. In order to encourage disclosure by arbitrators, disclosure of information pursuant to this section is not to be construed as an indication that the arbitrator considers that the disclosed circumstance is likely to affect impartiality or independence.



Request for Arbitrator Select

LIST AND APPOINTMENT, Page 2

DISQUALIFICATION OF ARBITRATOR

1. Any arbitrator appointed through this service shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:
 - (i) partiality or lack of independence,
 - (ii) inability or refusal to perform his or her duties with diligence or in good faith or
 - (iii) any grounds for disqualification provided by applicable law.
2. Upon objection of a party to the continued service of an arbitrator within seven days of the arbitrator's appointment, or on its own initiative, the AAA shall determine whether the arbitrator should be disqualified under the grounds set out above, and shall inform the parties of its decision, which decision shall be conclusive.

TERMINATION OF AAA AUTHORITY

The AAA's authority to address challenges to an arbitrator's appointment under this service terminates upon the appointment of an arbitrator who makes no disclosures or upon the reaffirmation of an arbitrator who makes a disclosure upon appointment. While the arbitrator's obligation to make disclosures is ongoing for the duration of his or her appointment, the AAA will have no authority under this service to address subsequent challenges to an arbitrator's continued service.

Under the "List and Appointment" Arbitrator Select, AAA services conclude with the appointment and reaffirmation of the arbitrator(s) scheduling. Therefore, AAA services do not include, among other things, the handling of fees charged by the arbitrator(s), performance-related matters, disclosure issues outside of initial disclosures made upon appointment and/or award-related matters or any other issue that might arise during the arbitration proceeding.

EXCLUSION OF LIABILITY

- a. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service is a necessary or proper party in judicial proceedings related to either the parties' arbitration or the provision of services under the AAA's Arbitrator Select.
- b. The parties agree that neither the AAA nor any arbitrator listed or appointed under this service shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with the parties' arbitration or the provision of AAA's Arbitrator Select.
- c. The parties further agree not to call the arbitrator, the AAA or AAA employees as a witness in litigation or any other proceeding relating to the arbitration for which the AAA's Arbitrator Select has been utilized. The arbitrator, the AAA and AAA employees are incompetent to testify as witnesses in any such proceeding.

CREDIT TOWARD FUTURE CASE MANAGEMENT FEES

If parties find that they wish to receive full service case administration, they may file a case under the Standard Commercial Fee Schedule. Full credit for the amount paid for this service will be reflected in the reduced filing fee paid at the time of submission.

REFUNDS

There is a minimum non-refundable search fee of \$750. If the AAA, in its sole discretion, is unable to compile an appropriate list of arbitrators after completing a search, the balance of the fees paid will be refunded. If arbitrators meeting the criteria spelled out on the submission form are identified, and parties strike all or do not move forward to appointment, service would be deemed granted and fees will not be refunded.



Please Print or Type

Case No

Party Name

Other: Membership Publications Seminar _____
(Check one please)

Invoice #	Invoice Date	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of Card: AMEX Visa MasterCard
(Check one please)

\$ _____
Amount Charged

Account Holder Name

Card Number _____ Expiration Date (MM/YY) _____

Security Digits (Visa/MC: 3 digit code on back of the card) (AMEX: 4 digit code on front of the card)

Signature _____ Date _____

Submitted By _____ Date _____

FOR CENTRAL OFFICE USE:

Processed By _____ Date _____

Approval Code _____

AAA[®] Arbitrator Select



The AAA continually seeks feedback about our customers' needs and assesses their experiences concerning AAA services.

So, to respond to our users' needs, we have developed this unique service alternative for those cases that customers feel do not require AAA case-management involvement past the point of arbitrator selection. This modified approach to case filing allows you to tailor AAA services to the case at hand.

Questions?

Call your local regional AAA office or call

800.778.7879

Please refer to Arbitrator Select for assistance.



American Arbitration Association

Dispute Resolution Services Worldwide

Please retain your case number in the event that, in the future, you and the other party wish to submit the matter to the AAA for full-service case administration.

adr.org