



Mediation Procedures



AAA Mediation.orgSM

Available online at aaamediation.org

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Mediation Procedures

About AAA Mediation.orgSM

AAA Mediation.org, a division of the American Arbitration Association[®], is the comprehensive mediation resource to the world of mediation. Our long history and diverse alternative dispute resolution (ADR) experience has positioned us to play a unique role in the field of mediation. AAA Mediation.org is a convenient resource for anyone interested in finding research, technology, training, and case management tools related to mediation.

We provide support for individuals and companies seeking mediators to resolve disputes. AAA Mediation.org is home to multiple panels of mediators with expertise in diverse fields such as business, construction, finance, healthcare, insurance, family, eldercare, and others. Our services include comprehensive mediation case management, Online Dispute Resolution, and foundational and continuing mediation education. For practicing mediators, AAA Mediation.org provides comprehensive practice tips and tools, professional development resources, and education and training opportunities.

Mediation Procedures

M-1. Agreement of Parties

Whenever parties mutually agree to have their mediation administered by AAA Mediation.org, these Mediation Procedures, as amended and in effect as of the date of filing of a submission for mediation, shall apply. The parties by mutual agreement may vary any part of these procedures including, but not limited to, agreeing to conduct the mediation via telephone or other electronic or technical means.

M-2. Initiation of Mediation

Parties to a dispute may initiate an administered mediation by completing the AAA Mediation.org Submission to Mediation form and paying the initial filing fee online. Submission instructions can be found at the top of the form.

The party filing the mediation shall provide a copy of the completed filing form to all parties, including the following information to AAA Mediation.org and the other party of parties to the mediation, as applicable:

The names, regular mail addresses, email addresses and telephone numbers of all parties to the dispute and their representatives, if any, in the mediation.

A brief description of the nature of the dispute and the relief requested.

The name of the mediator who has been mutually agreed upon by the parties to the mediation.

M-3. Appointment of the Mediator

Parties may search online mediator profiles at www.aaamediation.org, and shall notify AAA Mediation.org of their mutually agreed upon mediator.

M-4. Mediator's Impartiality and Duty to Disclose

AAA Mediation.org mediators are required to abide by the *Model Standards of Conduct for Mediators* in effect at the time a mediator is selected. Where there is a conflict between the *Model Standards* and any provision of these Mediation Procedures, these Mediation Procedures shall govern. The Standards require mediators to (i) decline a mediation if the mediator cannot conduct it in an impartial manner, and (ii) disclose, as soon as practicable, all actual and potential

conflicts of interest that are reasonably known to the mediator and could reasonably be seen as raising a question about the mediator's impartiality.

Prior to accepting a mediation, the mediator is required to make a reasonable inquiry to determine whether there are any facts that a reasonable individual would consider likely to create a potential or actual conflict of interest for the mediator. AAA Mediation.org mediators are required to disclose to the parties any circumstance likely to create a presumption of bias or prevent a resolution of the parties' dispute within the time frame desired by the parties.

M-5. Responsibilities of the Mediator

The mediator shall conduct the mediation based on the principle of party self-determination. Self-determination is the act of coming to a voluntary, uncoerced decision in which each party makes free and informed choices as to process and outcome.

The mediator is authorized to conduct separate meetings and other communications with the parties and/or their representatives before, during, and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person, or otherwise.

The parties are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda on issues, including the underlying interests and the history of the parties' negotiations. Information that a party wishes to keep confidential may be sent to the mediator, as necessary, in a separate communication to the mediator.

The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately or, if the parties agree, to all parties jointly.

In the event a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement.

The mediator is not a legal representative of any party and has no fiduciary duty to any party.

M-6. Privacy

Mediation sessions and related mediation communications are private proceedings. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator.

M-7. Confidentiality

Subject to applicable law or the parties' agreement, confidential information disclosed to a mediator by the parties or by other participants (witnesses) in the course of the mediation shall not be divulged by the mediator. The mediator shall maintain the confidentiality of all information obtained in the mediation, and all records, reports, or other documents received by a mediator while serving in that capacity shall be confidential.

The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding the following, unless agreed to by the parties or required by applicable law:

Views expressed or suggestions made by a party or other participant with respect to a possible settlement of the dispute;

Admissions made by a party or other participant in the course of the mediation proceedings;

Proposals made or views expressed by the mediator; or

The fact that a party had or had not indicated willingness to accept a proposal for settlement made by the mediator.

M-8. Termination of Mediation

The mediation shall be terminated:

- a. By the execution of a settlement agreement by the parties; or
- b. By a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; or

- c. By a written or verbal declaration of all parties to the effect that the mediation proceedings are terminated; or
- d. When there has been no communication between the mediator and any party or party's representative for 21 days following the conclusion of the mediation conference.

M-9. Exclusion of Liability

Neither AAA Mediation.org, the American Arbitration Association, nor any mediator is a necessary party in judicial proceedings relating to the mediation. Neither AAA Mediation.org nor any mediator shall be liable to any party for any error, act, or omission in connection with any mediation conducted under these procedures.

M-10. Deposits

Unless otherwise directed by the mediator, AAA Mediation.org will require the parties to deposit in advance of the mediation conference such sums of money as it, in consultation with the mediator, deems necessary to cover the costs and expenses of the mediation and shall render an accounting to the parties and return any unexpended balance at the conclusion of the mediation.

M-11. Expenses

All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the parties unless they agree otherwise. The expenses of individuals participating in the mediation at the request of a party shall be paid by the party requesting that individual's attendance.

M-12. Cost of the Mediation

There is a non-refundable three-hundred dollar (\$300.00) per case filing fee to initiate a mediation with AAA Mediation.org.

The cost of mediation is based on the hourly mediation rate published in the mediator's AAA Mediation.org profile and an additional \$50 per hour administrative fee added to each hour of the mediator's time billed. Expenses referenced in Section M-11 may also apply.

The parties will be billed equally for all costs, after the filing fee, unless they agree otherwise.

If you would like to submit multiple mediations, contact a Mediation Manager at AAA Mediation.org to discuss whether alternate fee schedules may be available.



For more information please contact:

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