





- x. Affiliates are eligible for discounted admission and other fees for AAA and AAA Mediation.org sponsored conferences and continuing education and training programs (e.g., marketing, legal issues, advanced skills, and specialized industry topics).
- xi. Affiliates are eligible for expanded advertising opportunities that may be made available to Affiliates on AAA Mediation.org's website.
- xii. Affiliates are eligible to participate in co-op (shared cost) advertising that the AAA's Marketing Department and advertising firms will manage.

## 1. Requirements for Affiliate Status

In order to be granted Affiliate status by, and maintain Affiliate status with AAA Mediation.org, you must meet and continue to comply with the following minimum requirements:

- i. Completion of (a) a minimum of forty 32 hours of formal mediator training provided by AAA and/or AAA Mediation.org or such other training provider deemed acceptable to AAA Mediation.org, at AAA Mediation.org's sole and absolute discretion, with a certificate evidencing proof of completion such training program or description of training including approximate date(s) of training, name of training provider and location, and (b) a minimum of one-hundred (100) additional hours of study or training in dispute resolution as evidenced by an affidavit generally, including, but not limited to, topics such as conflict and dispute theory, ADR ethics, negotiation, conflict management, arbitration, conciliation, fact-finding and early neutral evaluation.
- ii. Mediated at least twenty-five (25) cases for a total of at least two hundred (200) contact hours with parties within the last three (3) years, providing description of cases without identifying parties including date, duration, location and how the case was referred to you. Applicants must have received payment for at least fifteen (15) of the mediations conducted.
- iii. All Affiliates of AAA Mediation.org must remain in compliance with Section 16 of this Agreement and adhere to the AAA/ABA/ACR *Model Standards of Conduct for Mediators* and/or any other mediation ethics standards, laws, rules or procedures that apply to their practice or to the individual dispute they are mediating.
- iv. All Affiliates of AAA Mediation.org must have at least a bachelor's degree or equivalent degree.
- v. AAA Mediation.org may also grant Affiliate status to candidates who have such other combinations of experience and training as AAA Mediation.org deems sufficient in its sole and absolute subjective discretion.
- vi. Affiliates must remain in good standing, including, in particular, paying all required Affiliate fees on a timely basis, and not being subject to any final action of any disciplinary board that negatively reflects on the Affiliate's qualifications and/or reputation to serve as a neutral.
- vii. Affiliates must complete four (4) hours of continuing education in dispute resolution offered by the AAA and/or AAA Mediation.org.



AAA Mediation.org reserves the right from time to time to modify the foregoing requirements and/or establish additional requirements for qualification for and maintaining Affiliate status that it deems to be necessary to protect and otherwise further the interests of AAA Mediation.org and its Affiliates at large, provided, however, that although it is not required to do so, AAA Mediation.org will take reasonable efforts to provide notice to Affiliates before any such additional requirements which might adversely affect an Affiliate who is in good standing become effective.

## 2. Presentation on AAA Mediation.org Website—Affiliates Profile Listing

So long as you maintain your Affiliate status in good standing, you shall have the right to have your Affiliate profile listed on AAA Mediation.org's website, which shall include your name, geographic location, hourly and daily rates, practice areas, and other approved categories of information, which shall be part of a database searchable by visitors so that such information will appear on a list of search results for visitors to the extent that your information matches a visitor's search criteria ("Find a Mediator Tool"). Once a visitor clicks on your name, your photo (if submitted by you), and your resume including the information submitted by you will be displayed. Your photo (if submitted by you) will appear in separate column next to the list of search results for visitors to the extent that your information matches a visitors search criteria. AAA Mediation.org reserves the right not to include and/or remove any information in your profile that AAA Mediation.org, in its sole and absolute good faith discretion, deems to be inappropriate, offensive, false, misleading, or detrimental to AAA Mediation.org or any Affiliates thereof.

## 3. Annual Affiliates Subscription Fee

You agree to pay AAA Mediation.org when due an annual subscription fee for Affiliate status, the amount of which shall be established from time to time by AAA Mediation.org and published on AAA Mediation.org's website. The annual Affiliates fee is non-refundable, except for as provided for in Section 4 below. The AAA and AAA Mediation.org reserve the right to change the subscription fee for Affiliate status at any time.

## 4. Removal of Affiliates

AAA Mediation.org retains the sole and exclusive right to terminate your status as an Affiliate of AAA Mediation.org at any time with or without cause at its sole and absolute discretion, including, but not limited to, the following circumstances: (i) you fail to pay your annual Affiliate subscription fee, or (ii) AAA Mediation.org has concerns about your competency or reputation as a mediator. In the event that your status as an Affiliate is terminated with or without cause, the pro-rata share of the unused portion of your Annual Affiliate subscription fee will be returned.

## 5. Use of AAA Mediation.org Logo or Trademarks

### 6.1 Trademark License.

- (a) AAA Mediation.org ("Licensor") hereby grants to Affiliate ("Licensee"), and Licensee hereby accepts, a non-exclusive, royalty-free, and non-transferable license to use those trademarks of AAA Mediation.org set forth on Exhibit A hereto (the "Marks") in the United States in accordance with the terms and conditions set forth in this Agreement and conditioned upon and subject to the usage guidelines furnished by Licensor.



Licensee hereby acknowledges and agrees that no assignment or sublicense of this Agreement is permitted and that Licensor reserves all other rights not expressly granted herein.

- (b)** Upon the expiration or termination of this Agreement, Licensee shall (i) cease any and all use of the intellectual property and materials of AAA Mediation.org (as Licensor); (ii) discontinue forthwith all use of the Marks, and (iii) promptly assign, transfer and deliver to AAA Mediation.org, all materials in its possession or under its control featuring or bearing the Marks, if any, including, but not limited to, all such materials used by or for the benefit of Licensee for the marketing, advertising, promotion or publicizing of Licensee's position as an Affiliate of Licensor and/or of Licensee's website.
- (c)** Licensee and Licensor hereby each acknowledge and agree that it is our mutual intention and understanding that, in anticipation of and upon the expiration or sooner termination of this Agreement, Licensee and Licensor shall work together cooperatively to ensure a prompt and orderly removal of the Marks and intellectual property from Licensee's website.

#### 6.2 Ownership.

Licensee acknowledges Licensor's exclusive ownership of the Marks, agrees that it will not do anything that is inconsistent with such ownership, and that all goodwill associated with past, present, or future use of the Marks has inured and will continue to inure to the exclusive benefit of Licensor. Licensee acknowledges and agrees that nothing in this Agreement gives Licensee any right, title or interest in the Marks other than the license expressly granted herein. Licensee agrees that Licensee shall never, directly or indirectly, attack or contest the validity of Licensor's ownership of the Marks anywhere, at any time or for any reason.

#### 6.3 Limitations.

No other right or license is granted by Licensor to Licensee, either express or implied, with respect to any other trademarks, trade names, service marks, or other intellectual property right owned, possessed, or licensed by or to Licensor. Licensee will not use the Marks in any manner not specifically authorized by this Agreement. Licensee will use such Marks in accordance with any instructions from Licensor.

#### 6.4 Display of Marks and Notice.

Licensee agrees to place and/or to otherwise use appropriate trademark notice for the Marks in connection with Licensee's use of the Marks on all printed and electronic materials. Licensee will use the federal registration symbol,<sup>®</sup> when any Mark is used by Licensee in connection with the services for which the Mark is federally registered (e.g., "AAA Mediation.org"). All other uses of the Marks by Licensee shall be accompanied by the <sup>TM</sup> or <sup>SM</sup> symbol (e.g., "XXXXX<sup>TM</sup>"). Licensor may from time to time provide a portfolio showing all relevant registrations for any of the Marks.



#### 6.5 Scope of Use.

Licensee will be permitted to use the Marks solely in connection with the promotion of Licensee's work as a mediator having Affiliate status with Licensee. The use of the Marks by Licensee is permitted solely in written or electronic materials that are created and used in strict compliance with the terms of this Agreement and the usage guidelines furnished by Licensor, as such guidelines may be modified by the Licensor from time to time at the Licensor's sole and absolute discretion.

#### 6.6 Quality Control.

All use by Licensee of the Marks must be in full compliance with any quality control and usage guidelines furnished by Licensor, which may be updated from time to time during the course of this Agreement. Licensee agrees to maintain the same or higher standards of quality in connection with the services offered under the Marks as exist in its activities on the Effective Date. Licensee agrees, upon receipt of written demand from Licensor or any representative or agent of Licensor, to submit to Licensor any materials featuring the use of the Marks within three (3) business days of receipt of such demand, for inspection and approval by Licensor. Licensor's exercise of its rights hereunder are conditioned upon Licensor's approval or disapproval, in Licensor's sole and absolute discretion based upon Licensor's subjective standards.

#### 6.7 No Combination or Alteration of Licensed Trademarks.

Licensee acknowledges that it is not permitted to, and agrees that it shall not combine any of the Marks with any third-party trademarks without first receiving advance, written permission from Licensor expressly authorizing Licensee to engage in such usage. Under no circumstances shall Licensee alter or modify the Marks licensed under this Agreement.

#### 6.8 Enforcement and Defense of Trademarks.

Licensor will have the right and ability to enforce and defend its rights in the Marks by bringing a claim, suit, challenge, or demand against a third party for actual or threatened infringement or unauthorized use, in the past, present, or future, of the Marks. Licensee agrees to notify Licensor promptly of any actual or threatened infringement or unauthorized use of the Marks by third parties of which Licensee becomes aware. At Licensor's request, Licensee agrees to provide reasonable cooperation with such enforcement efforts.

#### 6.9 Registration of Trademarks.

Licensee will fully and timely cooperate to assist Licensor in prosecuting and maintaining federal trademark applications and registrations for the Marks, including, but not limited to, promptly responding to Licensor's request for samples demonstrating current use of the Marks in commerce.



## 6. Independent Affiliate

Affiliate agrees and acknowledges that he/she is not an employee, agent, partner or joint venturer of AAA Mediation.org and is not authorized to act as an agent or employee of AAA Mediation.org or to hold themselves out as a representative of or as speaking for AAA Mediation.org. Under no circumstances shall Affiliate look to AAA Mediation.org as his/her employer, or as a partner, agent, or principal. Affiliate shall not be entitled to any benefits accorded to AAA Mediation.org's employees including worker's compensation, disability insurance, vacation or sick pay.

## 7. No Warranties

### 8.1 Impact of Affiliate Status.

AAA Mediation.org and the AAA make no warranties nor guarantees as to the impact AAA Mediation.org or Affiliate status may have on an Affiliate. As with all other forms of advertising, marketing and the distribution of information, Affiliates must use and rely on their own judgment as to the impact of this product and/or service on their business.

### 8.2 Find a Mediator Tool.

AAA Mediation.org and AAA make no warranties, express or implied, of any kind regarding the Find a Mediator tool, which is provided on an "as is" basis.

### 8.3 Content, Data, and Services.

AAA Mediation.org and the AAA expressly disclaim all warranties, express or implied, regarding the accuracy, completeness, currency, or reliability of content or data supplied by Affiliates of AAA Mediation.org, including, without limitation, resumes and articles, published on AAA Mediation.org, and AAA Mediation.org and the AAA expressly disclaim all warranties and conditions regarding mediation services off red or performed.

### 8.4 Membership Benefits.

AAA Mediation.org and the AAA make no warranties as to the quantity or frequency of any membership benefits except for as expressly stated in Section 1 of this Agreement.

## 8. Severability

The terms and conditions in this Agreement shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any of the other remaining provisions of this Agreement.



## 9. Modifications to Agreement

AAA Mediation.org may change the terms of this Agreement at any time, and without actual notice to you. All such changes to the terms of this Agreement will appear on the AAA Mediation.org website. We encourage you to check for changes to these terms regularly. By using or continuing to hold yourself out as an Affiliate of AAA Mediation.org following any modifications to these terms, you agree to be bound by any such modifications to these terms.

## 10. Limitation of Liability

AAA Mediation.org and the AAA assume no responsibility for, and you acknowledge and agree that Mediation.org and the AAA shall not be liable for, any loss, claim, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to, lost profits, lost savings or lost opportunities), whether based in contract, tort, strict liability, or otherwise, which arises out of or is any way connected with your status as an Affiliate of AAA Mediation.org or this Agreement. This limitation of liability shall apply regardless of whether the claim asserted is based on contract, negligence, or any other theory of recovery.

## 11. Indemnification

You agree to indemnify and hold AAA Mediation.org and the AAA and its subsidiaries, affiliates, officers, directors, agents, consultants, and employees (each, individually, an "Indemnified Person," collectively "Indemnified Persons") harmless from any claim or demand, including reasonable attorney's fees and court costs, made by any third party against any Indemnified Person due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party. AAA Mediation.org or the AAA's failure to act with respect to a breach by you or others does not constitute a waiver of its right to indemnification hereunder or to take action with respect to any subsequent or similar breaches.

## 12. Governing Law

This Agreement and its performance shall be governed by and construed in accordance with the laws of the State of New York.

## 13. Entire Agreement

The terms and provisions contained in this Agreement constitute the entire agreement between the parties concerning the subject matter hereof. This Agreement supersedes all other agreements, written or oral, between the parties as to the subject matter hereof.

## 14. Dispute Resolution—Mediation and Arbitration

### 15.1 Mediation.

If a dispute arises out of or relates to this Agreement or the breach thereof and that cannot be settled through good faith negotiation, the parties agree first to try in good faith to settle the dispute by mediation. The mediator shall be mutually selected and agreed upon by the parties.



15.2 Arbitration.

If the parties are unable to resolve their dispute by mediation within 30 days after service of the request for mediation upon all of the parties to the dispute, the parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration before a single arbitrator in New York, New York.

The Arbitration shall be conducted pursuant to the American Arbitration Association’s (AAA) Commercial Arbitration Rules (Rules), but shall not be administered by the AAA. Any and all determinations normally made by the AAA under the Rules shall instead be made by the appointed arbitrator. Under no circumstances shall any party to this Agreement be responsible for the payment of any administrative fees to the AAA in connection with the dispute resolution procedures in this Agreement.

The parties shall first attempt to identify a mutually acceptable arbitrator. However, if the parties are unable to identify a mutually acceptable arbitrator within twenty (20) days after service of the demand for arbitration upon all parties to the dispute, then the arbitrator shall be appointed by the president of the Association of the Bar of the City of New York. The arbitrator’s fees shall be deposited equally by the parties, but may be awarded by the arbitrator as provided in the Rules.

Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. **Acknowledgment—Ethics Standards**

I, the undersigned Affiliate, hereby promise to adhere to the AAA/ABA/ACR *Model Standards of Conduct for Mediators* and/or any other mediation ethics standards, laws, rules or procedures that apply to my practice or to the individual dispute I am mediating.

**ACCEPTED AND APPROVED**

[FILL-IN NAME]

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

American Arbitration Association, Inc.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_