



Applicants Name:

Date:

Address Line 1:

Address Line 2:

City:

State:

Zip Code:

Re: Neutral’s Contractor Agreement

We are pleased to have selected you among the multiple candidate to complement our team of Neutrals with your skills as a(n): _____ This will constitute our understanding whereby you (“You”) have agreed that you shall be a Neutral’s candidate with the NYSAA starting: _____ . This relationship is predicated on your expertise in

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. Others _____

I, _____ hereby apply to work with the NYSAA as a contractor Neutral in my capacity as an

On a _____

Note: {Please note Exclusive Neutrals are sharing their NYSAA’s originated income with the NYSAA at a lower rate of twenty nine percent of gross earnings (29%) while Non-Exclusive share their NYSAA’s originated income at a higher rate of forty nine percent (49%) with the NYSAA.) Exclusivity contract are of a minimum period of 12 months form signing, non-exclusivity contract are unlimited, and can be terminated at any time after any pending matter has been resolved with a 45 days written notice or may subject the Neutrals to indemnify reasonable expenses sustained by the NYSAA. Early termination of exclusive contract from the Neutral for no “Good Cause” entitles the NYSAA to liquidated damages.}-see compensation section.

Exclusive Neutrals:

Those Neutrals are agreeing not to act as Neutral on any other ADR platform.

Non-Exclusive Neutrals:

Those Neutrals are free to join and operate on any other ADR platform.

Scope of Duties:

You shall report to the NYSAA with regard to NYSAA’s servicing the claimants and respondents and their delegates or affiliated representatives, (the “Parties”) and work closely with the NYSAA’s Case Administrators and provide time and information as to the progress of the matter on a weekly basis, cc the NYSAA managing partner on communication and use NYSAA created forums or emails for such privilege information provided to you by the Parties (Claimants and Respondents). Neutrals must carry its own malpractice coverage to insure the NYSAA of any wrongdoing on its behalf and hold harmless and indemnify the NYSAA in the event of a dispute with the Parties based on the work product created and handled by the Neutral if grossly negligent. It is understood that all Alternative Dispute Services that you provide to the Parties for the NYSAA are subject to review by the NYSAA’s management committee or the case administrator. Drafts and final versions of all documents prepared by you as well as the Parties correspondence shall be filed in the NYSAA’s offices on its Go-clipo back end case management system and you will take the time to learn its use and managed by you as guest Neutral on a case by case basis including timeline and calendar date and managing it with the support of the NYSAA’s

Go-Clio support online to make sure all data information and case log is plugged in properly.

All services rendered by you with regard to the NYSAA to the Parties shall be in the name of the NYSAA's Neutrals and all correspondence shall be on the NYSAA's letterhead and in accordance with all applicable policies covering the NYSAA's operations unless authorized in writing to the contrary. All payments for services rendered by the NYSAA's Neutrals is and shall be made payable to the NYSAA with the proper Index Number in the legend, and shall be delivered or transmitted to the NYSAA's operating account or designated accounts and through our accounting group for disbursement bi-weekly and only upon receipt. Based on work produced and milestone that should be pre-established by you through the case log the NYSAA will invoice and bill the Parties, no work product can be rendered without collecting payment first by either Party, and you agree to be paid only if and when the NYSAA is able to collect.

On a weekly basis you shall report on all matters you are handling for the NYSAA via a pre-establish communication log system either via go-Clio or via emails. In addition, you shall keep and submit weekly time records within the system so the Administrator can issue invoices to the Parties, which will be used to evaluate the proper rates pre agreed with the NYSAA, you will have an email account or use a pre agreed Email account and will be featured on NYSAA's web site, as a Neutral you have fiduciary duty toward the NYSAA a duty of loyalty and good faith and a moral and ethical obligation to render your decision in accordance to the Ethics Rule of the NYSAA [Link].

Representations:

You hereby represent that you are in good standing in your capacity as _____ with no blemishes Judgment against you for moral turpitude or ethical violations on your record. You confirm and assert that you do not have a criminal record, nor pending indictments that you know of at this time, that you are sane of mind without mental illnesses and can act in an unbiased fashion nor discriminate against anyone based on race, gender or political views, or financial situation and that you can perform your duties as a Neutral in a fair and impartial fashion and that you hone your skills. You hereby acknowledged that you have read and approved the Code of Ethics of the NYSAA and that any issue arising from the NYSAA agreement shall be discussed and addressed promptly to be resolved with the Administrator within reason. You affirm and represent that you are independent and not under the influence of any third party, sect, religious ordinance with regard to the nature of the decision or advice you maybe require to provide as a Neutral and that you do not dependent of any governmental agency. You also promise and affirm that you will always attempt to resolve the issue at stake within the time frames allocated by the NYSAA and will request assistance if needed in case you find yourself overwhelmed and unable to attend the preset goals. You acknowledge that the interests of the Parties prime over your concerns and needs in terms of the ADR process. You also understand and agreed that occasionally Parties may request online hearing to be managed by you as the Neutral on a pre-approved confidential video log to be recorded and safekept with the NYSAA for a period of 18 months and that you must be up with technological system or agree to take the brief online courses or updates to be informed of the various system used.

Compensation:

You and the NYSAA have come to agreement that you shall hold the position of Neutral on a _____ basis thus; you shall be compensated and treated, for tax purposes, as an W9/Form IRS 1099 entity through you individually SS#: _____. No one exercise any control over you, nor request from you to be present during work hours beside the terms of the scope of the work assigned. You organize your own schedule within the framework of the NYSAA deadlines and operations yet shall coordinate those with the NYSAA's Administrator. The NYSAA offers Exclusive Neutrals locked for a 12 months period a seventy one percent (71%) of the gross pre-approved hourly rate of such Neutral collected by the NYSAA, collected from such the Parties, such amount is exclusive of expenses allocated to the Parties (including but not limited to filing fees, administrative fees, service providers fees, service fees, monthly go-clio fee, State Filing Fees etc... if any) or fifty one percent (51%) of all fees collected by the NYSAA on behalf of the Neutral's hourly rates for Non-Ex-

clusive Neutrals. Neutral will be self-sufficient and will service the Parties autonomously through the Go-Clio or appointed online system within the guidelines of the time frame of the NYSAA as per its rules.

Your understand and agree that travel time can never exceed 4 hours in both direction for in person hearings and thus cannot be billed at more than that time. No decision shall be rendered without the confirmation from the NYSAA that sufficient money has been paid and held in escrow by either Party. The paying party will not be disclosed to the Neutral so not to influence his decision making process but only after a decision has been made and to include fee reimbursement in a final award against the delinquent Party or deduct it from the total award if any.

Dispute and Confidentiality:

This Section shall survive the termination of this Agreement, thus, in the event of voluntary or involuntary termination you irrevocably agree and guarantee that the Parties engaged or serviced during your tenure through the NYSAA, shall be deemed NYSAA's customers and you shall not, unless permitted by the NYSAA solicit their business or their attorneys' business unless permission shall be acknowledged by certified mail. You agree to never directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass, or obviate the interest of the NYSAA, direct solicitation of business from such Parties. You agree that all procedures systems and know how used by the NYSAA shall remain confidential.

Legal remedies for breach of any of the above agreed to covenants shall be governed by the laws of the State of New York to be adjudicated with the JAMS or alternative ADR service designated by the NYSAA exclusively for its convenience as long as it respects confidentiality and due process. In the event that an amicable settlement cannot be agreed to by mutual discussion and/or arbitration which will be held online via video conference, each of the Parties shall be responsible for their own legal expenses, until a settlement or award is reached.

Binding Agreement:

This letter represents the entire agreement between **you** and the NYSAA concerning the terms and conditions of this letter. By signing below, you acknowledge that you have reviewed this letter and its content, and you agree to be bound by its terms and conditions. No change or waiver of any of the provisions of this letter shall be binding on either you or the NYSAA whether it is another ADR forum or group with whom we merge with or any other assigned entity or an Neutral unless the change or waiver is in writing and signed by both parties.

If this letter reflects our understanding of our relationship, please sign and return the enclosed duplicate copy. Please indicate your agreement to the contents of this letter by countersigning the enclosed copy hereof.

I _____, hereby agree to act as a Neutral _____ on a _____ basis and will provide an updated bio as per the NYSAA requirements. I will inform the NYSAA within 2 business days of any changes in my statutes or any indictment or issue pretending to my character and fitness to be acting as a Neutral. Failure to do so subject me to liquidated damages to the NYSAA and the parties involved in my case. I agree to an annual back ground check of \$99/per check at my expenses payable to the NYSAA directly.

Sincerely,
NYSAA- Administrator
NYSAA HR Administrator

**The forgoing is hereby
Approved and Agreed to:**

By: _____

Name: _____

Neutral-