



ICDR-AAASM DPF IRM Service Annual Report 2023-2024

The International Centre for Dispute Resolution® (ICDR®), is the international division of the American Arbitration Association® (AAA®) and provides Independent Recourse Mechanism (IRM) services pursuant to the EU-U.S. Data Privacy Framework (EU-U.S. DPF) and, as applicable, the UK Extension to the EU-U.S. DPF, and/or the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

Information concerning the ICDR-AAA's DPF IRM Service can be found on the ICDR's website at https://go.adr.org/dpf_irm.html.

As of July 16, 2024, 382 U.S. organizations have designated the ICDR-AAA as their independent recourse mechanism for the EU-U.S. DPF, of which 273 have designated us for the EU-U.S. DPF and the Swiss-U.S. DPF and 1 has designated us for only the Swiss-U.S. DPF. Our list of registered companies can be found on the ICDR's website at https://go.adr.org/dpf_irm.html.

During the period covered by this report, July 17, 2023 through July 16, 2024, we have not received any complaints from EU individuals concerning the EU-U.S. DPF, from UK individuals concerning the UK Extension to the EU-U.S. DPF, or from Swiss individuals concerning the Swiss-U.S. DPF.

About the ICDR-AAA DPF IRM Service

The EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF make clear that participating companies must have in place appropriate independent recourse mechanisms to ensure compliance with the privacy principles of both programs. U.S. companies must identify their organization's independent recourse mechanism. Under the DPF Recourse, Enforcement and Liability Principle, self-certifying organizations must provide an independent recourse mechanism available to investigate unresolved complaints at no cost to the individual.

For information on how a company may designate the ICDR-AAA as its independent recourse mechanism and on the ICDR-AAA DPF Service please review the document available via the "ICDR-AAA DPF IRM Service Information" link at: https://go.adr.org/dpf_irm.html.

Companies selecting the ICDR-AAA as their independent recourse mechanism are required to use the following link / web address relevant privacy policy/ies: https://go.adr.org/dpf_irm.html. The ICDR-AAA in its IRM capacity (i.e., via the ICDR-AAA DPF IRM Service) provides the following international arbitration services to resolve any complaints pursuant to the DPF Principles at no cost to the EU/EEA, UK, or Swiss individual.



1. Once having designated the ICDR-AAA (*i.e.*, the ICDR-AAA DPF IRM Service) as the relevant independent recourse mechanism pursuant to its self-certification under the DPF Program, the following ICDR-AAA dispute resolution procedures would apply. The independent recourse mechanism consisting of an arbitration would be administered by the ICDR-AAA pursuant to its International Arbitration Rules as modified by these procedures. Affected individuals who do not receive timely acknowledgment of their complaints or whose complaints are not satisfactorily addressed by a participating U.S. organization may file a dispute on-line as directed below.
2. The dispute may be filed by mail or e-mail utilizing the ICDR-AAA DPF IRM Service Notice of Arbitration Form located on our website https://go.adr.org/dpf_irm at “click here to file.” There are no filing fees for an EU/EEA, UK (or Gibraltar), or Swiss Claimant.

The filing party may also file a case by mail or email, please complete the ICDR-AAA DPF IRM Notice of Arbitration Form and forward to the International Centre for Dispute Resolution:

- International Centre for Dispute Resolution Case Filing Services
1101 Laurel Oak Road, Suite 100
Voorhees, NJ 08043
United States
Phone: +1.212.484.4181
Email box: casefiling@adr.org

3. Upon receipt of the Demand for Arbitration, the ICDR will make an initial Determination, subject to the appointed arbitrator(s) final determination, regarding the eligibility of the complaint pursuant to the EU-U.S. DPF and, as applicable, the UK Extension to the EU-U.S. DPF, and/or the Swiss-U.S. DPF (*i.e.*, the relevant part(s) of the DPF Program) and if deemed eligible the ICDR-AAA shall prepare a dated letter of initiation that will be communicated to the parties with respect to the arbitration and shall acknowledge the commencement of the arbitration.
 - Eligibility complaint requirements shall include 1) complainant is an EU, UK or Swiss individual (*i.e.*, individual submitting on his/her own behalf or on behalf of a minor of whom the individual is the parent or guardian); (2) complaint concerns an organization enrolled in the ICDR-AAA IRM's Data Privacy Framework-related dispute resolution program; (3) complaint concerns an organization participating in DOC-administered Data Privacy Framework program; and (4) complaint alleges that an organization has violated the Data Privacy Framework Principles with respect to complainant's own personal data (*i.e.*, individual's own personal data or personal data of the minor of whom the individual is the parent or guardian).
4. Within thirty (30) days after the commencement of the arbitration, a respondent shall submit a written statement of defense and/or counterclaim utilizing AAA WebFile® or by e-mail and attaching copies of the supporting documents the respondent wishes to enter into evidence. When no statement of defense is filed to a claim or counterclaim, such claim or counterclaim shall be deemed as denied by the opposing party. All communications will be by email unless otherwise agreed by the parties or as directed by the arbitrator.
5. Once the statement of defense and/or counterclaim is received or after thirty (30) days have passed without a statement of defense and/or counterclaim or statement of defense to counterclaim, the ICDR-AAA will proceed with administration by appointing a single arbitrator and notifying the parties of the arbitrator's name and any disclosures by email.



The parties may object to the arbitrator's appointment within seventy-two (72) hours of the arbitrator's appointment. If no objection has been received by ICDR within seventy-two (72) hours, the arbitrator will be reaffirmed. In the event of an objection, ICDR will invite comments from the other party and then either reaffirm the arbitrator or appoint a new arbitrator.

6. The ICDR case manager, once the arbitrator is appointed, will schedule an administrative conference call with the parties and the arbitrator to discuss the process, scheduling of any additional submissions, the applicable rules, and clarifying all procedural issues. The arbitration shall be conducted on documents only and there shall not be any hearings in person unless otherwise agreed by the parties or as directed by the arbitrator
7. The arbitrator shall make a determination based upon the documents submitted by the parties. In extraordinary circumstances, the arbitrator may request additional evidence from the parties.
8. The award of the arbitrator shall specify the remedies and sanctions as contemplated by the Data Privacy Framework Frameworks. The award shall state the reasons upon which the award is based.
9. While the process will be based on documents only without any hearings in person, the place of arbitration for purposes of the award shall be New York, New York. The language of the arbitration shall be determined by the arbitrator.
10. The award of the arbitrator shall be final and binding upon the Parties and shall constitute a duly executed award for purposes of enforcement.

About the ICDR-AAA

The AAA is a not-for-profit public service organization with offices throughout the U.S. and abroad. Founded in 1926, the AAA has a long history and extensive experience in the field of ADR, providing services to individuals, government entities, corporations, unions and organizations that wish to resolve conflicts. In 1996, the AAA's international operations were consolidated into the ICDR. The ICDR is headquartered in New York City, and has offices elsewhere within the United States, and Singapore that are staffed with multilingual case administrators and attorneys with expertise in international alternative dispute resolution with a commitment to service and sensitivity to culture.

The ICDR provides a full range of conflict management services to businesses, government agencies, and other organizations around the world. These services are supported by a network of cooperative agreements with other arbitration institutions and key alliances located around the globe, which enable us to provide international administrative services and educational initiatives for parties to cases we administer from over 90 countries. The ICDR currently has cooperative agreements with 87 other arbitral institutions in 54 countries, 18 of which are located in EU member countries, and an additional agreement with an institution in Switzerland. As a result, the ICDR is able to draw upon the assistance of these other institutions to provide additional hearing facilities, arbitrators, and important updates on local arbitration frameworks from these countries. In 2023 alone, 842 international cases were filed with the ICDR-AAA. Further, the ICDR maintains a roster of over 850 experienced and expert arbitrators from around the world, and is able to access the thousands of arbitrators that are maintained on the AAA's domestic roster. The aforementioned network of national ADR alliances, coupled with the ICDR's experience, technology, flexibility and expertise make us uniquely capable to provide its IRM services for the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF.