



## ICDR®/AAA® Administrative Procedures for the EU-U.S. and Swiss-U.S. Privacy Shield Programs

The decision by a U.S.-based organization to join the E.U.-U.S. and/or Swiss-U.S. Privacy Shield program is entirely voluntary. However, once an eligible organization publicly commits to comply with the Privacy Shield Principles through self-certification, that commitment is enforceable under U.S. law by the relevant enforcement authority, either the U.S. Federal Trade Commission (FTC) or the U.S. Department of Transportation (DOT).

To be assured of Privacy Shield benefits, an organization must self-certify annually to the Department of Commerce (via the DOC website at <https://www.privacyshield.gov>) that it agrees to adhere to the Privacy Shield Principles, a detailed set of requirements based on privacy principles such as notice, choice, access, and accountability for onward transfer. A brief guide to the self-certification process, including steps that the organization must take prior to self-certification, is provided below. This guide should be read in conjunction with the complete set of Privacy Shield Principles, which includes 16 Supplemental Principles. Following these steps will help to ensure that your organization is meeting the requirements for self-certification, as set forth in Supplemental Principle 6 (Self-Certification).

Both the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks 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. For companies selecting the ICDR/AAA please use the following link for this program:  
<http://go.adr.org/privacyshield.html>.

Under the Privacy Shield framework's 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. (See Supplemental Principle 11 (Dispute Resolution and Enforcement) for more information regarding dispute resolution under Privacy Shield.)

Your organization must ensure that its recourse mechanism is in place prior to self-certification at the Department of Commerce's Privacy Shield website and must register with the relevant mechanism prior to self-certification when the mechanism requires registration. In addition, your organization must include in its privacy policy a reference to, as well as relevant contact information for, the independent recourse mechanism, as noted in section above.

Organizations self-certifying under Privacy Shield may utilize private sector dispute resolution programs. **To meet this requirement, a company can choose an ADR provider such as the International Centre for Dispute Resolution, the international division of the American Arbitration Association (ICDR/AAA) to resolve its disputes.**

The ICDR/American Arbitration Association (AAA), has developed its Privacy Shield program that assist in compliance with the Framework's Recourse, Enforcement and Liability Principle and Supplemental Principle 11 (Dispute Resolution and Enforcement).



If your organization's self-certification will cover human resources data (personal information about employees, past or present, collected in the context of the employment relationship), then your organization must agree to cooperate and comply with the EU DPAs with respect to such data. See Supplemental Principle 9 (Human Resources Data). Note: The Swiss Federal Data Protection and Information Commissioner's Authority substitutes for that of the EU DPAs' authority throughout the Swiss-U.S. Privacy Shield compared to the EU-U.S. Privacy Shield.

Once having designated the ICDR/AAA for the independent recourse mechanism for the EU-U.S. and/or Swiss-U.S. Privacy Shield programs requirement, 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. company may file a dispute on-line as directed below.

1. The dispute may be filed by mail or e-mail utilizing the Privacy Shield Program Notice of Arbitration Form located on our website <http://go.adr.org/privacyshield.html>. There are no filing fees for an EU or Swiss Claimant.
2. When filing by mail or email, please complete the appropriate Privacy Shield Program 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](mailto:casefiling@adr.org)

For any questions or for further information about this program, the ICDR's International Arbitration Rules, or with additional language versions of the ICDR's International Arbitration Rules, please contact the International Centre for Dispute Resolution at +1.212.484.4181 or by visiting the website <http://go.adr.org/privacyshield.html>.

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. or Swiss-U.S. Privacy Shield programs 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.
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 Privacy Shield 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.

**If you have questions regarding this program or for any further information regarding the ICDR/AAA's international dispute resolution services, please feel free to call or email Luis Martinez at [MartinezL@adr.org](mailto:MartinezL@adr.org) +1.212.716.5833.**