

## AIAC CODE OF CONDUCT FOR ARBITRATORS

### 1. General

- 1.1 This Code of Conduct is applicable for arbitrations administered by the AIAC, whether under the AIAC suite of Arbitration Rules (the “AIAC Rules”), or the UNCITRAL Arbitration Rules *vide* the AIAC Protocol for the Administration of Arbitrations Pursuant to the UNCITRAL Arbitral Rules (the “AIAC Protocol”), or otherwise.
- 1.2 For the purpose of this Code of Conduct, the term ‘AIAC Rules’ means, collectively, the AIAC Arbitration Rules, the AIAC Fast Track Arbitration Rules and the AIAC i- Arbitration Rules.
- 1.3 Further, the term ‘Arbitrator’ means a Sole Arbitrator, co-Arbitrator(s) or Presiding Arbitrator, as the case may be, and Emergency Arbitrator.
- 1.4 Compliance to this Code of Conduct shall be expected of an Arbitrator at all material times.

### 2. Appointment

- 2.1 When approached with an appointment, an Arbitrator shall conduct reasonable enquiries with regard to potential conflicts of interest that may arise from his or her appointment for that particular matter that may affect his or her impartiality and independence. The International Bar Association’s (IBA) Guidelines on Conflict of Interest in International Arbitration will be a point of reference in determining the disclosure requirements and whether an Arbitrator is conflicted.
- 2.2 An Arbitrator shall only accept an appointment if he or she is fully satisfied that he or she is independent of the Parties at the time of the appointment and is able to remain so throughout the proceedings, as well as able to discharge his or her duties without bias and to give to the proceedings the time and attention which Parties are reasonably entitled to expect, has adequate knowledge of the language of the proceedings experience and ability for the case at hand.

### 3. Disclosure

- 3.1 A prospective Arbitrator shall disclose to the AIAC, the Parties, and/or co-Arbitrators (if any), all facts and/or circumstances that may give rise to justifiable doubts as to his or her impartiality or independence as soon as the information becomes available.
- 3.2 Before accepting an appointment, a prospective Arbitrator must disclose:
  - 3.2.1 any past or present close personal relationship or business relationship, whether direct or indirect, with any Party to the dispute, any representative of a Party, or any person known to be a potentially important witness to the arbitration; and
  - 3.2.2 the extent of any prior knowledge he or she may have of the dispute.
- 3.3 Following such disclosure, the Director of the AIAC shall re-assess the suitability of the Arbitrator for the matter in which the Arbitrator was appointed and make such determination as may be appropriate including termination of the Arbitrator in the said matter.
- 3.4 This duty of disclosure shall continue throughout the arbitration with regard to any new facts and circumstances that may arise.
- 3.5 Failure to disclose any prior and/or new facts and circumstances will be noted by the AIAC and taken into account in future nominations and/or appointments. Such failure to disclose may also serve as a ground for removal of the Arbitrator from the AIAC Panel of Arbitrators even if the non-disclosed facts or circumstances did not justify replacement or disqualification of the Arbitrator.

### 4. Communications

- 4.1 All communications, other than preliminary and procedural meetings and proceedings at a hearing, should be in writing, which includes but is not limited to, communications via email or other electronic means.

- 4.2 Before accepting an appointment, an Arbitrator may only enquire as to the general nature of the dispute, the names of the Parties, the amount in dispute and the expected time period required for the proceeding.
- 4.3 No Arbitrator shall confer with any of the Parties or their Representatives until after the AIAC communicates the appointment to the Parties and/or the Parties' Representatives.
- 4.4 Throughout the arbitration proceedings, an Arbitrator shall avoid any ex-parte or unilateral communications regarding the case with any Party or its Representatives. If such communication occurs, the Arbitrator shall inform the other Party(ies) and co-Arbitrators, if any, of its substance.
- 4.5 Any correspondence between an Arbitrator and Parties shall remain private and confidential and shall not be copied to anyone other than the Parties to the dispute, their Representatives (if any) and the AIAC, unless the Parties agree otherwise.

## 5. Termination

### 5.1 Savings

Should, for whatever reason, this Code of Conduct no longer applies, Clause 5 and its provisions shall remain in force.

### 5.2 Corruption, Unlawful or Illegal Activities

Without prejudice to any other rights of the AIAC, if an Arbitrator is charged in, or convicted by any court of law for corruption or any other unlawful or illegal activities, regardless of whether such is in relation to this Code of Conduct or any other agreement that the Arbitrator may have with the AIAC, or in an unrelated matter,

- 5.2.1 the Director of the AIAC shall re-assess the suitability of the Arbitrator in any ongoing arbitration proceedings where the Arbitrator has been appointed and make such determination as may be appropriate including termination of the Arbitrator in the said matter; and

- 5.2.2 the AIAC shall, under all circumstances, be entitled to remove the Arbitrator from the AIAC's Panel of Arbitrators.

### 5.3 Consequences of Termination

In the event that a determination is made by the Director of the AIAC pursuant to Clauses 3.3 or 5.2 of this Code of Conduct or otherwise, to terminate the services of the Arbitrator in any ongoing arbitration proceedings where the Arbitrator has been appointed,

- 5.2.1 notwithstanding such termination, the Arbitrator shall remain bound by the applicable confidentiality provisions governing the arbitration including the provisions under Clause 8 of this Code of Conduct which shall continue to subsist;
- 5.2.2 the Arbitrator shall not be entitled to any compensation or any other form of losses including any loss of profit, damages or claims whatsoever, other than payment for work done in accordance with Clause 7 only where so determined by the Director of the AIAC after consultation with the Parties and any co-Arbitrators; and
- 5.2.3 where any interim release of fees has been paid to the Arbitrator pursuant to Clause 7 prior to the Arbitrator's termination, such payments shall constitute full and final settlement of fees between the Arbitrator and the Parties.

## 6. Conduct During Arbitration Proceedings

- 6.1 An Arbitrator shall at all times keep the AIAC informed on the status of the arbitration proceedings.
- 6.2 Before the release of the Award, an Arbitrator shall verify the status of the deposits made by the Parties, or Party, with the AIAC.
- 6.3 Once the arbitration proceedings commence, an Arbitrator shall acquaint himself or herself with all information related to the proceedings so that he or she may properly understand the dispute.

- 6.4 An Arbitrator shall decide all issues submitted for determination after careful deliberation and exercise of his or her own impartial judgment and shall not permit outside pressure, fear or criticism or any form of self-interest to affect his or her decisions.

## 7. Fees

- 7.1 The Parties and Arbitrator(s) are at liberty to agree on the fees and expenses of the Arbitral Tribunal subject to any requirement for disclosure to be made to and/or approval to be obtained from the Director of the AIAC under the AIAC Rules, where applicable. Under all circumstances, all deposits towards the costs of the arbitration, including the fees and expenses of the Arbitral Tribunal shall be remitted to and held in an account of the AIAC, and any interest accrued thereon shall be retained by the AIAC.
- 7.2 The Arbitrator shall keep the AIAC informed, in writing, of any changes in the amount of dispute and/or his or her expenses during the proceedings as it affects the calculation of the deposits and timely collection thereof.
- 7.3 The Arbitrator's fees shall be disbursed in full, or of the remaining share, only upon the AIAC's confirmation that all deposits have cleared, following which the Award shall be released by the AIAC to the Parties.

## 8. Confidentiality

- 8.1 At all times, the arbitration proceedings shall remain confidential. An Arbitrator is in a relationship of trust to the Parties and shall not, at any time, use confidential information acquired during the course of the proceedings to gain a personal advantage for him, herself or others or to affect adversely the interest of another.
- 8.2 The Code of Conduct is not intended to provide grounds for the setting aside of any award and/or order issued in the course of arbitration proceedings.