

AIAC CODE OF CONDUCT FOR DOMAIN NAME DISPUTE RESOLUTION PANELLISTS

1. General

- 1.1 This Code of Conduct is applicable to all “.MY” country code top level domain name dispute resolutions administered by the AIAC in tandem with the appointment by Malaysian Network Information Centre (MYNIC).
- 1.2 For the purpose of this Code of Conduct, the term “Rules” means the Rules of MYNIC Domain Name Dispute Resolution Policy and the AIAC Supplemental Rules to the MYNIC Domain Name Dispute Resolution Policy.
- 1.3 Further, the term “panellist” means a Domain Name Dispute Resolution Panellist.
- 1.4 Compliance to this Code of Conduct shall be expected of a panellist at all material times.

2. Appointment

- 2.1 When approached with an appointment, a panellist 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 relevant point of reference in determining the disclosure requirements and whether a panellist is conflicted.
- 2.2 A panellist 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 allocate time and attention to the proceedings, which parties are reasonably entitled to expect, has adequate knowledge of the language, experience and ability for the case at hand.

3. Disclosure

- 3.1 A prospective panellist shall disclose to the AIAC, the parties and/or the co-panellists (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 panellist 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 proceedings; and

3.2.2 the extent of any prior knowledge he or she may have of the dispute.

3.3 Following such disclosure, the President of the AIAC Court of Arbitration (“President”) shall re-assess the suitability of the panellist for the matter in which the panellist was appointed and make such determination as may be appropriate including termination of the panellist in the said matter.

3.4 This duty of disclosure shall continue throughout the proceedings with regard to any new facts and circumstances that may arise.

3.5 Failure to disclose any prior and/or new facts and/or 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 as an AIAC Domain Name Dispute Resolution Panellist even if the non-disclosed facts and/or circumstances do not justify replacement or disqualification of the panellist in the proceeding concerned.

4. Communications

4.1 All communications should be made in writing, which include but not limited to, communications via email or other electronic means.

4.2 Before accepting an appointment, a panellist may only enquire as to the general nature of the dispute and the names of the parties.

4.3 No panellist 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 proceedings, a panellist shall avoid any ex-parte or unilateral communications regarding the case with any party or its representatives. If such communication occurs, the panellist shall inform the other party(ies) and co-panellists, if any, of its substance.

4.5 Any correspondence between a panellist and the 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 a panellist 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 panellist may have with the AIAC, or in an unrelated matter,

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

5.2.2 the AIAC shall, under all circumstances, be entitled to remove the panellist from the AIAC's Domain Name Dispute Resolution Panel.

5.3 Consequences of Termination

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

5.3.1 notwithstanding such termination, the panellist shall remain bound by the applicable confidentiality provisions governing the proceedings, including the provisions under Clause 8 of this Code of Conduct that shall continue to subsist; and

5.3.2 the panellist shall not be entitled to any compensation or any other form of losses including loss of profit, damages or claims whatsoever, other than payment for work done in accordance with Clause 7 only where so determined by the President after consultation with the Parties and any co-Panellists, if any.

6. Conduct during DNDR Proceedings

- 6.1 A panellist shall at all times keep the AIAC informed on the status of the proceedings.
- 6.2 Before the release of the decision, the panellist shall verify the status of the deposits made by the parties, or party, with the AIAC.
- 6.3 Once the proceedings commence, the panellist shall acquaint himself or herself with all information related to the proceedings so that he or she may properly understand the dispute.
- 6.4 A panellist shall decide all the issues submitted for determination after careful deliberation and the exercise of his or her own impartial judgment and shall not permit outside pressure, fear of criticism, or any form of self-interest to affect his or her decisions.

7. Fees

- 7.1 The panellist must adopt the Scale of Fees for Domain Name Dispute Resolution annexed to the AIAC Supplemental Rules to the MYNIC Domain Name Dispute Resolution Policy. Under all circumstances, all deposits towards the fees of the proceedings, including the fees of the panellist(s), shall be remitted to and held in an account of the AIAC, and any interest accrued thereon shall be retained by the AIAC.

8. Confidentiality

- 8.1 At all times, the proceedings shall remain confidential. A panellist is in a relationship of trust to the parties and shall not, at any time, use confidential information acquired during the course of proceedings to gain personal advantage for himself, 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 decision issued by the panellist in the course of proceedings.