

**KLRCA****CODE OF CONDUCT FOR DOMAIN NAME DISPUTE RESOLUTION PANELLIST****1. General**

For the purpose of this Code of Conduct, 'Rules' means Rules and Supplemental Rules of the MYNIC Domain Name Dispute Resolution Policy and Rules and Supplemental Rules of the Asian Domain Name Dispute Resolution Policy.

**2. Appointment**

2.1 When approached with an appointment, a Panellist shall conduct reasonable enquiries with regard to potential conflict of interest that may arise from his appointment for that particular matter that may affect impartiality and independence. The International Bar Association (IBA) Guidelines on Conflict of Interest will be a point of reference in determining the disclosure requirement and whether a Panellist is conflicted.

2.2 A Panellist shall only accept an appointment if he is fully satisfied that he is independent of the parties at the time of the appointment, and are able to remain so until final award has been rendered, able to discharge his duties without bias, has adequate knowledge of the language of the proceeding, has adequate experience and ability for the case at hand, and is able to give to the proceeding the time and attention which parties are reasonably entitled to expect.

**3. Disclosure**

3.1 A prospective Panellist shall disclose to KLRCA, the Parties and/or co-panellist (if any) of all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence as soon as the information becomes available.

3.2 The International Bar Association (IBA) Guidelines on Conflict of Interest will be a point of reference in determining the disclosure requirement and whether a Panellist is conflicted.

3.3 Before accepting appointment, a prospective Panellist must disclose:

- a. Any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or

any representative of a party, or any person known to be a potentially important witness to the proceeding;

b. The extent of any prior knowledge he may have of the dispute.

3.4 Following such disclosure, the Director shall reassess the suitability of the Panellist for the matter at hand and retains the discretion to appoint a different Panellist.

3.5 This duty of disclosure shall continue throughout the proceeding with regard to new facts and circumstances.

3.6 Failure to disclose may be a basis of removal as KLRCA Panellist even if the non-disclosed facts or circumstances are not one that justifies removal or disqualification.

#### **4. Communications**

4.1 All communications should be in writing.

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 Throughout the arbitral proceedings, a Panellist shall avoid any unilateral communications regarding the case with any party or its representatives. If such communication should occur, the Panellist should inform the other party or parties, KLRCA and co-panellist, if any, of its substance.

4.4 Any correspondence between Panellist and parties shall remain private and confidential and shall not be copied to anyone other than the parties to the dispute and KLRCA, unless the parties agree otherwise.

#### **5. Conduct during proceedings**

5.1 A Panellist shall at all times keep KLRCA informed on the status of the proceedings.

5.2 Once the proceedings commence, the Panellist shall acquaint himself with all the facts and arguments presented and all the discussions relative to the proceedings so that he may properly understand the dispute.

5.3 A Panellist shall decide all the issues submitted for determination after careful deliberation and the exercise of his own impartial judgment and

shall not permit outside pressure, fear of criticism or any form of self-interest to affect his decisions.

**6. Fees**

Panellist must adopt the KLRCA Scale of Fees stated in the KLRCA Rules and adhere to the Guidelines on Fees.

**7. Confidentiality**

7.1 The proceedings shall remain confidential. A Panellist is in a relationship of trust to the parties and should not, at any time, use confidential information acquired during the course of proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.

7.2 This Code of Conduct is not intended to provide grounds for the setting aside of any decision of the Panellist.