

## KLRCA

### CODE OF CONDUCT FOR ARBITRATOR

#### 1. General

For the purpose of this Code of Conduct, the term 'KLRCA Rules' means KLRCA Arbitration Rules, KLRCA Fast Track Arbitration Rules and KLRCA i-Arbitration Rules.

#### 2. Appointment

- 2.1 When approached with an appointment, an Arbitrator 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 an Arbitrator is conflicted.
- 2.2 An Arbitrator shall only accept an appointment if he is fully satisfied that he is independent of the parties at the time of the appointment, and is 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 proceedings, has adequate experience and ability for the case at hand, and is able to give to the proceedings the time and attention which parties are reasonably entitled to expect.

#### 3. Disclosure

- 3.1 A prospective Arbitrator 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 in International Arbitration will be a point of reference in determining the disclosure requirement and whether an Arbitrator is conflicted.
- 3.3 Before accepting appointment, a prospective Arbitrator 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 arbitration;

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 Arbitrator for the matter at hand and retains the discretion to appoint a different Arbitrator.

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

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

#### **4. Communications**

4.1 All communications other than proceedings at a hearing should be in writing.

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 counsel until after the Director of the KLRCA gives notice of the formation of the Tribunal or Panel to the parties.

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

4.5 Any correspondence between Arbitrator 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. Termination on Corruption, Unlawful or Illegal Activities**

##### **5.1 Termination**

Without prejudice to any other rights of the KLRCA, if the Arbitrator is convicted by any court of law for corruption or any unlawful or illegal activities in relation to this Code of Conduct or any other agreement that the Arbitrator may have with the KLRCA, KLRCA shall be entitled to the

removal or disqualification of the KLRCA Arbitrator at any time.

## 5.2 Consequences of Termination

a. In the event this Code of Conduct no longer applies, Clause 5 and its provisions shall remain in force.

b. For the avoidance of doubt, KLRCA and the Arbitrator hereby agree that the Arbitrator shall not be entitled to any compensation or any other form of losses including any loss of profit, damages, claims or whatsoever other than the payments stipulated in Clause 7 below.

c. KLRCA and the Arbitrator further agree that the payment made by KLRCA under Clause 7 shall constitute as full and final settlement between the Parties.

## 6. Conduct during proceedings

6.1 An Arbitrator shall at all times keep KLRCA informed on the status of the proceedings.

6.2 Before the proceedings, an Arbitrator shall always check with KLRCA with regards to the deposits made by each party.

6.3 Once the arbitration proceedings commence, the Arbitrator 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.

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

## 7. Fees

7.1 For matters conducted under KLRCA Rules, an Arbitrator must adopt the KLRCA Schedule of Fees and adhere to the KLRCA Notes on Schedule of Fees. However, an Arbitrator may adopt a different scale of fees subject to the agreement of parties as provided for in KLRCA Rules.

7.2 In the event parties agree to adopt a different scale of fees, an Arbitrator must disclose and explain the basis of his fees and expenses to the parties on or before the first preliminary meeting.

7.3 Immediately after the first preliminary meeting, the Arbitrator shall notify KLRCA, in writing, of the agreed fees and expenses.

7.4 The Arbitral Tribunal shall keep KLRCA informed, in writing, of any changes in the amount of dispute during the proceeding as it affects the scale of fees applicable.

## **8. Confidentiality**

- 8.1 The proceedings shall remain confidential. An Arbitrator 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 for 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.