

## **Code of Conduct for Arbitrators**

### **1. Appointment**

- 1.1. A prospective arbitrator shall accept an appointment only if he is fully satisfied that s/he has the experience, ability and time to give to the arbitration, which the parties are reasonably entitled to expect.
- 1.2. Should the prospective arbitrator(s) be aware of any potential time constraints in the next 12 (twelve) months in his/ her ability to discharge his duties, s/he shall, without breaching any existing confidentiality obligations, disclose details of such time constraints to the DRC Nepal in the attached Disclosure Sheet.

### **2. Disclosure**

- 2.1. A prospective arbitrator shall be free from conflict and disclose all facts or circumstances that is likely to affect his or her impartiality or independence, or which might reasonably create an appearance of impartiality or independence. Such duty shall continue throughout the arbitral proceedings with regard to new facts and circumstances.
- 2.2. Disclosure shall include a) any past or present personal relationship including familial relationship with parties and their representatives b) any past or present direct business relationship with parties and their representatives in connection with the concerned project c) prior appointment as an arbitrator, lawyer, representative of parties and their representatives d) any previous relationship with any fellow arbitrator (including serving on the same tribunal) e) extent of prior knowledge f) extent of any commitments which may affect availability within the next 12 (twelve) months.

### **3. Bias**

- 3.1. Bias is assessed on the basis of impartiality and independence. An arbitrator has to ensure that s/he is impartial and independent throughout the proceedings, and also swear an oath to that effect.
- 3.2. Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, their representatives shall normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. S/he should decline to accept an appointment in such circumstances unless the parties agree in writing that s/he may proceed.

### **4. Communications**

- 4.1. Before accepting an appointment, an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.
- 4.2. Upon commencement of the arbitration proceedings, the arbitrator(s) shall avoid any unilateral communications regarding the case with any party, or its representatives, including accepting of any gifts/ favors. All communications by and between the arbitrator(s) and the parties shall be addressed through DRC Nepal in writing.

**5. Fees**

- 5.1. Upon accepting an appointment, an arbitrator agrees to the remuneration settled as per the Agreement or with DRCN, and s/he shall make no unilateral arrangements with any of the parties or their counsel for any additional fees or expenses. Provided that the arbitrator may have separate arrangement with the parties, in which case DRCN will be charging the applicable fees for facilitation.
- 5.2. All matters relating to arbitrators' fees and expenses shall be dealt with in accordance with the Schedule of Fees, as contained in the **DRC Nepal Rules**.

**6. Conduct**

- 6.1. The arbitrator shall with propriety conduct her/himself in a professional manner during all communication, meetings and hearings.
- 6.2. Upon formation of the arbitral tribunal, the arbitrators shall in the preliminary meeting, decide upon a timeline for the arbitration proceedings as per the DRC Nepal Rules along with consultation of the parties.
- 6.3. Once the arbitration proceedings commence, the arbitrator shall acquaint her/himself with all the facts presented and arguments advanced so that s/he may properly understand the dispute.
- 6.4. The arbitrator shall not permit outside pressure, fear of criticism or any form of self-interest to affect his or her decisions. S/he arbitrator shall decide all the issues submitted for determination after careful deliberation and the exercise of his or her own impartial judgment.

**7. Confidentiality**

- 7.1. The arbitration proceedings shall remain confidential. The arbitrator should not, at any time, use confidential information acquired during the course of the proceedings to gain personal advantage or advantage for others, or to affect adversely the interest of another.
- 7.2. This Code of Ethics is not intended to provide grounds for the setting aside of any award.

## DISCLOSURE SHEET

Disclosure under Para 2.2 of the Code of Conduct

I confirm that I have/ do not have:

- a. any past or present personal relationship with parties, their representatives and/ or person likely to be witness;
- b. any prior appointment as an arbitrator, lawyer, representative with parties and/ or person likely to be witness;
- c. any past or present business relationship with parties, their representatives and/ or person likely to be witness;
- d. any previous relationship with any fellow arbitrator (including serving on the same tribunal);
- e. the extent of prior knowledge is as follows:
- f. any of my existing commitments do not affect availability within the next 12 (twelve) months.