ANNEX 25-B

CODE OF CONDUCT FOR PANELLISTS AND OTHERS ENGAGED IN DISPUTE SETTLEMENT PROCEEDINGS UNDER THIS AGREEMENT

**Definitions**

For the purposes of this Annex:

**assistant** means a person who, under the terms of appointment of a panellist, conducts research or provides support for the panellist;

**candidate** means a person who is under consideration for selection as a panellist;

**panellist** means a member of a panel established under Article 25.8 (Request for Establishment of a Panel);

**proceeding**, unless otherwise specified, means the proceeding of a panel under this Chapter;

**staff**, in respect of a panellist, means persons under the direction and control of the panellist, other than assistants;

**expert** means an individual or body providing information or technical advice in accordance with paragraph 3 of Article 25.16 (Receipt of Information); and

**dispute resolution provider** means a provider of dispute resolution services, pursuant to Article 25.7 (Good Offices, Conciliation or Mediation).

**Provision of Code of Conduct**

1. The Parties shall provide this Code of Conduct and the Initial Disclosure Statement set out at Appendix 25B-a to:

(a) a candidate prior to confirmation of their appointment to serve as a panellist under Article 25.9 (Composition of a Panel); or

(b) a dispute resolution provider when they are requested to provide their services under Article 25.7 (Good Offices, Conciliation or Mediation).

2. A panellist shall provide this Code of Conduct and Initial Disclosure Statement to their assistants and staff.

3. The Panel shall provide this Code of Conduct and Initial Disclosure Statement to an expert when they are requested to provide information or technical advice under Article 25.16 (Receipt of Information).

**Responsibilities to the Process**

4. Each panellist shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process is preserved.

**Disclosure Obligations**

5. Prior to confirmation of their selection as a panellist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect their independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

6. Once selected, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 5 and shall disclose them by communicating them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is a continuing duty, which requires a panellist to disclose, in a timely manner, any such interests, relationships and matters that may arise during any stage of the proceeding.

**Performance of Duties by Panellists**

7. A panellist shall comply with the provisions of this Chapter and its Annexes.

8. On selection, a panellist shall perform their duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

9. A panellist shall not deny other panellists the opportunity to participate in all aspects of the proceeding.

10. A panellist shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.

11. A panellist shall take all appropriate steps to ensure that the panellist’s assistant and staff are aware of, and comply with, paragraphs 5, 6, 7, 25, 26, 27 and 28.

12. A panellist shall not engage in *ex parte* contact concerning the panel proceeding.

13. Each panellist shall keep a record and render a final account of the time devoted to the panel proceedings and of their expenses, as well as the time and expenses of their staff and assistants.

14. A panellist shall not communicate matters concerning actual or potential violations of this Annex by another panellist unless the communication is to both Parties or is necessary to ascertain whether that panellist has violated or may violate this Annex.

**Independence and Impartiality of Panellists**

15. A panellist shall be independent and impartial.

16. A panellist shall act in a fair manner and shall refrain from any behaviour or action that may give rise to the perception or appearance of impropriety or bias.

17. A panellist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

18. A panellist shall not, directly or indirectly, incur any obligation or accept any benefit that may in any way interfere, or appear to interfere, with the proper performance of the panellist's duties.

19. A panellist shall not use their position on the panel to advance any personal or private interests.

20. A panellist shall avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

21. A panellist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panellist's conduct or judgment.

22. A panellist or former panellist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panellist’s impartiality or that might reasonably create an appearance of impropriety or bias.

**Duties in Certain Situations**

23. A panellist or former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out the panellist’s duties or would benefit from the decision or report of the panel.

24. In any proceeding under Chapter 25 (Dispute Settlement), a panellist shall refrain, for the duration of the proceeding, from acting as counsel or party-appointed expert witness in any new or pending dispute, under this Agreement or any other international agreement, that directly addresses the same measure in dispute in, or arises out of the facts giving rise to, the proceeding under Chapter 25 (Dispute Settlement).

**Maintenance of Confidentiality**

25. A panellist, former panellist, expert or dispute resolution provider shall not at any time disclose or use any confidential or non-public information concerning a proceeding under Chapter 25 (Dispute Settlement), or acquired during a proceeding, except for the purposes of that proceeding. A panellist shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

26. A panellist, former panellist, expert or dispute resolution provider shall not disclose a panel report, or parts thereof, prior to its publication.

27. A panellist or former panellist shall not at any time disclose the deliberations of a panel, or any panellist’s view, except as required by applicable laws and regulations.

28. A panellist, former panellist, expert or dispute resolution provider shall not make a public statement regarding a panel proceeding.

**APPENDIX 25B-a**

**INITIAL DISCLOSURE STATEMENT**

1. I acknowledge having received a copy of the Code of Conduct for dispute settlement under Chapter 25 (Dispute Settlement) of the Comprehensive Economic Partnership Agreement between Australia and the United Arab Emirates.

2. I acknowledge having read and understood the Code of Conduct and hereby undertake to comply with my obligations under the Code of Conduct.

3. I understand that I have a continuing obligation, while participating in the proceeding, to disclose interests, relationships and matters that may bear on the integrity or impartiality of the dispute settlement process. As a part of this continuing obligation, I make the following initial disclosures:

(a) my financial interest in the proceeding for which I am under consideration or in its outcome is as follows:

(b) my financial interest in any administrative proceeding, domestic judicial proceeding, arbitration proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding is as follows:

(c) the financial interest that any employer, business partner, business associate, or family member of mine may have in the proceeding or in its outcome is as follows:

(d) the financial interest that any employer, business partner, business associate, or family member of mine may have in any administrative proceeding, domestic judicial proceeding, arbitration proceeding, or another international dispute settlement proceeding that involves issues that may be decided in the proceeding is as follows:

(e) my past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, is as follows:

(f) the past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, involving any employer, business partner, business associate or family member of mine is as follows:

(g) my public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters is as follows:

(h) my other interests, relationships, and matters that may bear on the integrity or impartiality of the dispute settlement process and that are not disclosed in paragraphs (a) to (g) of this Initial Disclosure Statement are as follows:

Signed on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

By:

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_