

DECISION No 2/2014 OF THE EU-CENTRAL AMERICA ASSOCIATION COUNCIL
of 7 November 2014
adopting the Rules of Procedure governing Dispute Settlement under Title X and the Code of
Conduct for members of panels and mediators [2015/1216]

THE EU-CENTRAL AMERICA ASSOCIATION COUNCIL,

Having regard to the Agreement establishing an Association between the European Union and its Member States, on the one hand, and Central America, on the other, ('the Agreement') and in particular Article 6(1) and Articles 319, 325 and 328 thereof,

Whereas:

- (1) Pursuant to Article 6(1), the Association Council has the power to take decisions in the cases provided for in the Agreement.
- (2) Pursuant to Article 328(1), during its first meeting, the Association Council shall adopt rules of procedure as well as a code of conduct, governing dispute settlement under Title X of the Agreement,

HAS ADOPTED THIS DECISION:

Sole Article

The Rules of Procedure governing the Dispute Settlement under Title X of the Agreement and the Code of Conduct Code for members of panels and mediators, as set out in Annexes A and B respectively, are hereby adopted.

This decision shall be adopted through written procedure. It shall enter into force on the date of reception by the Secretariat of this Decision duly signed by all the Parties.

Done at San José, Costa Rica on 7 November 2014.

For the Association Council,

For the CA Party,

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For Costa Rica

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For El Salvador

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Por Guatemala

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For Honduras

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For Nicaragua

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For Panamá

For the EU Party,

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ANNEX A

RULES OF PROCEDURE GOVERNING THE DISPUTE SETTLEMENT PROCEDURES UNDER TITLE X OF THE AGREEMENT

GENERAL PROVISIONS

1. Any reference made in these Rules to an Article or Title is a reference to either the appropriate Article in the Agreement, or the Title X on Dispute Settlement of the Agreement in its entirety.
2. For purposes of the Title and under these Rules, the following terms shall be understood as:
 - (a) 'advisor': a person retained or appointed by a Party to advise or assist that Party in connection with the Panel proceeding;
 - (b) 'Agreement': the Agreement establishing an Association between the European Union and its Member States, on the one hand, and Central America on the other;
 - (c) 'assistant': a person who, under the terms of appointment of a panellist, or the Panel, conducts research or provides assistance to the panellist or the Panel; as required by the dispute;
 - (d) 'complaining Party': a Party that requests the establishment of a Panel under Article 311, which could be composed by one or more Republics of the CA Party;
 - (e) 'day': a calendar day;
 - (f) 'disputing Parties': the complaining Party and the Party complained against;
 - (g) 'disputing Party': the complaining Party or the Party complained against;
 - (h) 'legal holiday': Saturdays and Sundays, as well as any other days officially established by a Party as a legal holiday ⁽¹⁾;
 - (i) 'Panel': a Panel established under Article 312;
 - (j) 'panellist': a member of a Panel established under Article 312;
 - (k) 'Party complained against': any Party that is alleged to be in violation of the provisions referred to in Article 309, which could be composed by one or more Republics of the CA Party;
 - (l) 'representative of a Party': an employee or any person appointed by a government department or agency or any other public entity of a Party.
3. The Party complained against shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed. However, disputing Parties shall share the expenses derived from organisational matters, including the expenses of the panellists as well as related translation.

SUBMISSION OF DOCUMENTS, NOTIFICATIONS AND OTHER COMMUNICATIONS

4. The disputing Parties and the Panel shall transmit any request, notice, written submission or other document by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram, email, web links or any other means of telecommunication that provides a record of the dispatch or receipt thereof. With regard to the Party submitting the document, the date of delivery shall be the date indicated in the record of dispatch. With regard to the Party receiving the document, the delivery date will be the date indicated in the record of receipt of the document. The time that elapses between the date of delivery of the document and the effective receipt thereof shall not be considered in the calculation of the procedural time periods.

⁽¹⁾ This includes permanent holidays, including but not limited to religious or historical holidays, as well as any other holidays established on a non-permanent basis.

5. A disputing Party shall simultaneously provide a copy of each of its written submissions to the other disputing Party at the office indicated in Rule 67 and to each of the panellists. A copy of the document shall also be provided in electronic format. Similarly, the disputing Parties and the Panel where indicated in the Title shall provide a copy of the submissions to the Association Committee.
6. All notifications made by the Panel shall be addressed to the relevant offices of the Parties to the procedure.
7. Minor errors of a clerical nature in any request, notice, written submission or other document related to the Panel proceeding may be corrected by delivery of a new document clearly indicating the changes.
8. If the last day for delivery of a document falls on a legal holiday of a Party to the procedure, or if the relevant office is closed on that day due to *force majeure*, the document may be delivered on the next business day for that Party.

COMMENCING THE PANEL PROCEDURE

9. Once a member of the Panel is appointed in accordance with Article 312, the appointed panellist shall have 10 days to accept such appointment. The acceptance by the panellist must be accompanied by the Initial Declaration established in the Code of Conduct.
10. Unless the disputing Parties otherwise agree, individuals who have acted in the capacity of mediator or any other dispute resolution function may not serve as panellists in a subsequent dispute related to the same subject matter.
11. Unless the disputing Parties agree otherwise, they shall communicate with or meet the Panel within 7 days of its establishment according to Article 312 paragraph 6 in order to determine such matters that the disputing Parties or the Panel deem appropriate, including but not limited to the remuneration and expenses to be paid to the panellists and other individuals as established pursuant to Rules 63, 64 and 65.

INITIAL SUBMISSIONS

12. The complaining Party shall deliver its initial written submission no later than 20 days after the date of establishment of the Panel. The Party complained against shall deliver its written counter-submission no later than 20 days after the date of delivery of the initial written submission.

WORKING OF PANELS

13. The Panel shall establish its working schedule allowing the disputing Parties adequate time to comply with all steps of the proceedings. The working schedule shall establish precise dates and time periods for the submission of all relevant communications, submissions and other documents as well as for any Panel hearings. The Panel may modify, subject to Rule 19, the working schedule by its own initiative or after consultation with the Parties, and shall in any event promptly notify the disputing Parties of any modifications to the working schedule.
14. The chairperson of the Panel shall preside at all its meetings. A Panel may delegate to the chairperson authority to make administrative and procedural decisions.
15. The Panel may conduct its activities by any means, including telephone, facsimile transmissions, registered mail, courier, telex, telegram, email, videoconference or web links, unless otherwise provided for in Part IV of the Agreement or elsewhere. When deciding which means to use, the Panel shall ensure that the means do not diminish a Party's right to fully and effectively participate in the proceedings.
16. Only panellists may take part in the deliberations of the Panel. However, the Panel may permit its assistants, interpreters or translators to be present at its deliberations.
17. The adoption of any procedural decision, including the Panel ruling on the subject matter, shall remain the exclusive responsibility of the Panel and must not be delegated.

18. Where a procedural question arises that is not covered by the provisions of the Title or in these Rules, a Panel may adopt for that particular dispute any appropriate procedure compatible with those provisions.
19. When the Panel considers that there is a need to modify any time period applicable in the proceedings or to make any other procedural or administrative adjustment, it shall inform the disputing Parties in writing of the reasons for the change or adjustment and of the period or adjustment needed. The time periods of Article 317 paragraph 3 shall not be modified, unless exceptional circumstances apply.

REPLACEMENT

20. If a panellist is unable to participate in the proceeding, withdraws, or must be replaced, a replacement shall be selected in accordance with Article 312.
21. Where a disputing Party considers that a panellist is in violation of the Code of Conduct or does not fulfil the requirements set out in Article 325 and for this reason should be replaced, this Party may request the removal of the panellist by notifying the other disputing Party within 10 days from the time at which it came to know of the circumstances underlying the panellist's material violation of the Code of Conduct.
22. Where a disputing Party considers that a panellist other than the chairperson is in violation of the Code of Conduct, the disputing Parties shall, within 10 days, consult and, if they so agree, replace the panellist and select a replacement in accordance with Article 312.

If the disputing Parties fail to agree on the need to replace a panellist, any disputing Party may request that such matter be referred to the chairperson of the Panel, whose decision shall be final.

If the chairperson concludes that a panellist is in violation of the Code of Conduct, a replacement shall be selected. The selection of the replacement shall be carried out in accordance with the relevant paragraph of Article 312, based on which the panellist to be replaced was initially selected. Absent selection of a replacement in accordance with the relevant paragraph of Article 312 within 10 days from the chairperson's communication to the Parties regarding a panellist's violation of the Code of Conduct, the chairperson shall select the new panellist. This selection shall take place within 5 days and shall be promptly communicated to the disputing Parties.

23. Where a disputing Party considers that the chairperson of the Panel is in violation of the Code of Conduct, the Parties shall, within 10 days, consult and, if they so agree, replace the chairperson and select a replacement in accordance with Article 312.

If the disputing Parties fail to agree on the need to replace the chairperson, any disputing Party may request that such matter be referred to one of the remaining individuals selected to act as chairpersons under Article 325 paragraph 1 of the Title. His or her name shall be drawn by lot, no later than 5 days from the date of the request, in the presence of the Parties if they so choose, by the chairperson of the Association Committee or the chairperson's delegate. The decision on the need to replace the chairperson shall be final.

If this person concludes that the original chairperson is in violation of the Code of Conduct, he or she shall select a new chairperson by lot among the remaining pool of individuals referred to under Article 325 paragraph 1 of the Title. This selection shall be done in the presence of the disputing Parties if they so choose and shall take place within 5 days from the date of the lot referred to in the previous paragraph.

24. Any panellist believed to be in violation of the Code of Conduct may also resign, without this resignation implying an acceptance of the validity of the grounds that formed the basis of the replacement request.
25. On appointing the replacement, the Panel shall decide at its entire discretion, if all or part of the hearings shall be repeated.
26. The Panel proceedings shall be suspended for the period taken to carry out the procedures provided for in Rules 20, 21, 22, 23 and 24.

HEARINGS

27. The chairperson shall fix the date, venue and time of the hearing in consultation ⁽¹⁾ with the disputing Parties and the other members of the Panel, and shall notify this in writing to the disputing Parties. This information shall also be made publicly available by the disputing Party in charge of the logistical administration of the proceedings unless the hearing is closed to the public. Unless the disputing Parties disagree, the Panel may decide not to convene a hearing.
28. Unless the disputing Parties agree otherwise, the hearing shall be held in Brussels if the Party complained against is the European Union or in the relevant Central American capital if the Party complained against is a Republic of the CA Party.
29. The Panel may convene additional hearings if the disputing Parties so agree.
30. All panellists shall be present during the entirety of any hearing so as to ensure the effective resolution of the dispute and the validity of the Panel's actions, decisions and rulings.
31. The following persons may attend the hearing, irrespective of whether the hearing is closed to the public or not:
- (a) representatives of the disputing Parties;
 - (b) advisers to the disputing Parties;
 - (c) administrative staff, interpreters, translators and court reporters; and
 - (d) panellists' assistants.
- Only the representatives and advisers of the disputing Parties may address the Panel.
32. No later than 5 days before the date of a hearing, each disputing Party shall deliver to the Panel a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing. The disputing Parties shall not include in their delegations, persons that directly or indirectly possess a financial or personal interest in the matter. The disputing Parties may object the presence of any of the aforementioned persons, stating the reasons for said objection. The objection shall be decided by the Panel at the beginning of the hearing.
33. The hearings of the panels shall be open to the public, unless the disputing Parties decide that the hearings shall be partially or completely closed to the public. However, the Panel shall meet in closed session when the submission and arguments of a disputing Party contains confidential information, including but not limited to commercial information.
34. The Panel shall conduct the hearing in the following manner, ensuring that the complaining Party and the Party complained against are afforded equal time:

Argument

- (a) argument of the complaining Party
- (b) argument of the Party complained against

Rebuttal Argument

- (a) rebuttal
- (b) surrebuttal

35. The Panel may direct questions to either disputing Party at any time during the hearing.

⁽¹⁾ The result of the consultations referred to in this rule, shall not be binding for the Panel.

36. The Panel shall arrange for a transcript of each hearing to be promptly prepared and communicated to the disputing Parties.
37. Each disputing Party may deliver a supplementary written submission concerning any matter that arose during the hearing within 10 days of the final date of the hearing.

QUESTIONS IN WRITING

38. The Panel may at any time during the proceedings address questions in writing to one or both Parties. Each of the disputing Parties shall receive a copy of any questions from the Panel.
39. A disputing Party shall simultaneously provide a copy of its written response to the Panel's questions to the other disputing Party. Each disputing Party shall be given the opportunity to provide written comments on the other disputing Party's reply within 5 days of the date of delivery.

EVIDENCE

40. The disputing Parties shall, to the furthest possible extent, present evidence with the initial written submission and the written counter submission in support of the arguments made therein. The disputing Parties may also submit additional evidence in support of the arguments made in their rebuttal and surrebuttal submissions. Exceptionally, the disputing Parties may submit additional evidence where such evidence has only become available or come to the attention of a disputing Party after the exchange of written submissions or where the Panel considers such evidence pertinent and provides the other disputing Party an opportunity to comment on it.

CONFIDENTIALITY

41. The disputing Parties and their advisers shall maintain the confidentiality of the Panel hearings where the hearings are held in a fully or partially closed session, in accordance with Rule 33. Each disputing Party and its advisers shall treat as confidential any information submitted by the other disputing Party to the Panel which that disputing Party has designated as confidential. Where a disputing Party submits a confidential version of its written submissions to the Panel, it shall also, upon request of the other disputing Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public no later than 15 days after the date of either the request or the submission, whichever is later. Nothing in these Rules shall preclude a Party from disclosing statements of its own positions to the public to the extent that they do not contain confidential commercial information.

EX PARTE CONTACTS

42. The Panel shall not meet or contact a disputing Party in the absence of the other Party.
43. No member of the Panel may discuss any aspect of the subject matter of the proceedings with one disputing Party or both Parties in the absence of the other panellists.

INFORMATION AND TECHNICAL ADVICE

44. When requesting information and technical advice pursuant to Article 320 paragraph 2, the Panel shall request such information and technical advice at the earliest possible point in time and in any event not later than 15 days from the date of the final hearing, unless the Panel demonstrates that exceptional circumstances apply.
45. Prior to requesting information or technical advice, the Panel shall establish and notify to the disputing Parties the procedures it will follow in order to obtain the information. Such procedures shall include:
 - (a) an opportunity for the disputing Parties to submit to the Panel written observations regarding the factual issues that the experts, bodies or other sources are requested to address;
 - (b) the identification and appointment of the expert or advisor by the Panel and the establishment of the period of time in which the information or technical advice shall be provided; and

- (c) an adequate period of time for the disputing Parties to provide comments on the information or technical advice provided by the expert, body or other source.
- 46. The Panel may not select as technical advisor, an individual with a financial or personal interest in the matter of the proceeding, or whose employer, partner, associate or relative has a similar interest. In any case, the requirements established in Article 325 paragraph 2 shall apply to the selection of experts, bodies or other sources.
- 47. When a request is made for information and technical advice pursuant to Article 320 paragraph 2, the Panel shall consider whether to suspend time periods pending receipt of said information.

AMICUS CURIAE BRIEFS

- 48. Unless the disputing Parties agree otherwise, the Panel may receive Amicus Curiae briefs from interested natural or legal persons, established in the territory of the disputing Parties, as long as they are presented within 10 days from the date of establishment of the Panel.
- 49. The briefs must:
 - (a) be dated and signed by the interested person or its representative;
 - (b) be written in the language or languages chosen by the disputing Parties in accordance with Rule 55;
 - (c) be concise and in no case exceed 15 typed pages, including any annexes; and
 - (d) be directly relevant to the matters of fact and law submitted for the Panel's consideration.
- 50. The briefs shall be accompanied by a written declaration clearly indicating:
 - (a) a description of the interested persons who present them, including their place of incorporation and location, the nature of their activities, their sources of financing and, where relevant, documentation corroborating said information;
 - (b) whether the interested persons have any direct or indirect relation with any of the disputing Parties, as well as if they have received or expect to receive any financial or other type of aid from any of the disputing Parties, another government, person or organisation, generally or in the preparation of the briefs; and
 - (c) a brief summary of how the interested persons' briefs would contribute to resolve the dispute.
- 51. The briefs shall be addressed to the chairperson of the Panel in the languages established in Rule 49.
- 52. The Panel shall not consider Amicus Curiae briefs which do not conform to the above rules.
- 53. The Panel shall list in the ruling on the subject matter all Amicus Curiae briefs that it has received and which conform to the above rules. The Panel shall not be obliged to address in its ruling on the subject matter, the factual or legal arguments made in such submissions. Any submission received by the Panel under these Rules shall be communicated to the disputing Parties for their possible comments.

URGENT CASES

- 54. In cases of urgency referred to in Article 313 paragraph 3, the Panel shall adjust the time periods referred to in these Rules as appropriate.

LANGUAGE OF PROCEEDINGS, TRANSLATION AND INTERPRETATION

- 55. During the consultations referred to in Article 310 and no later than the meeting referred to in Rule 11, the disputing Parties shall endeavour to agree on a working language or languages for the proceedings before the Panel, being English, Spanish or both.

56. Panel rulings, including the Panel ruling on the subject matter, shall be drafted and notified in the language or languages chosen by the disputing Parties. The costs incurred for translation of such Panel rulings shall be borne equally by the disputing Parties.
57. Each disputing Party shall bear the cost of any further translation it deems necessary.

CALCULATION OF PROCEDURAL TIME PERIODS

58. When, in accordance with the Title, these Rules, or by decision of the Panel, any action, procedural step or hearing has to take place, before, on or after a specified date or event, the specified date or the date of the event shall not be included in calculating the time periods stipulated in the Title, these Rules or established by the Panel.
59. All time periods established in the Title and in these Rules, shall be calculated from the day after the request, notice, written submission or other document has been communicated to the Party receiving the document.
60. The time that elapses between the date of delivery of the document and the effective receipt thereof, shall not be considered in the calculation of the procedural time periods, pursuant to Rule 4.
61. Where a Party receives a document on a date other than the date on which this document is received by the other Party, any time period calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.
62. Where a time period ends on a legal holiday of any or both of the disputing Parties, such time period shall be extended until the following working day.

COSTS

63. Unless determined by the Panel that exceptional circumstances apply, the payment of panellists, of the assistants, the experts, bodies or other sources designated in accordance with Article 320, their transportation, accommodation and other eligible expenses, as well as general administrative costs of the Panel proceedings, shall be borne by equal shares among the disputing Parties, according to the expense claim presented by the Panel.
64. The panellists shall maintain a complete and detailed record of relevant expenses incurred and present an expense claim to the office designated by the Parties pursuant to Rule 67, along with the supporting documents, for purposes of remuneration and payment of expenses. The same shall apply to assistants and individuals designated in accordance with Article 320 as it relates to their specific role of assistant to a panellist or the Panel or from experts, bodies or other sources providing information and technical advice.
65. The Association Council shall establish all eligible costs for the abovementioned individuals, as well as the remuneration and allowances to be paid, which will be in accordance with WTO standards.
66. The preceding rules apply equally to any mediator under the Mediation Mechanism.

DESIGNATED OFFICE IN RELATION TO DISPUTE SETTLEMENT PROCEDURES AND THE MEDIATION MECHANISM

67. Each Party shall:
- (a) designate an office to perform the functions specified in relevant parts of these Rules; and
 - (b) notify the Association Committee of the location of its designated office.
68. All notifications and delivery of documents referred to in the Title on Dispute Settlement, the Rules of Procedure and in the Title on the Mediation Mechanism shall be made through this office.

OTHER PROCEDURES

69. These Rules of Procedure are also applicable to procedures established under Article 315 paragraph 3, Article 316 paragraph 2, Article 317 paragraph 3 and Article 318 paragraph 2. However, the time periods laid down in these Rules of Procedure shall be adjusted in line with the special time periods provided for the adoption of a ruling by the Panel in those other procedures.

COMPLIANCE WITH THE TITLE AND THE RULES

70. The Parties and the Panel shall ensure that their representatives, advisors, assistants and other individuals who participate in any part of a proceeding under the Title and these Rules, comply with the relevant provisions as well as any supplementary rules agreed by the Parties or adopted by the Panel.
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ANNEX B

CODE OF CONDUCT FOR MEMBERS OF PANELS AND MEDIATORS

DEFINITIONS

1. For purposes of this Code of Conduct, the following terms shall be understood as:

- (a) 'the Agreement': the Agreement establishing an Association between the European Union and its Member States, on the one hand, and Central America on the other;
- (b) 'the Title': Title X on Dispute Settlement of the Agreement;
- (c) 'Article': reference to the appropriate Article of the Agreement in its entirety;
- (d) 'assistant': a person who, under the terms of appointment of a panellist or the panel, conducts research or provides assistance to the panellist or the panel, for purposes of the dispute;
- (e) 'candidate': an individual who is under consideration for selection as a member of a panel under Article 310;
- (f) 'mediator': a person who conducts a mediation procedure in accordance with Title XI on Mediation Mechanism for non-tariff measures of the Agreement;
- (g) 'member' or 'panellist': a member of a panel established under Article 312;
- (h) 'proceeding', unless otherwise specified, means a panel proceeding under the Title; and
- (i) 'staff', in respect to a member, persons under the direction and control of a member, other than assistants.

RESPONSIBILITIES TO THE PROCESS

2. Every candidate and member shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests, and shall observe the highest standards of conduct so that the integrity and impartiality of the dispute settlement proceeding and the dispute settlement mechanism is preserved. Former members must comply with the obligations established in sections on Obligations of Former Members and Confidentiality of this Code of Conduct.

DISCLOSURE OBLIGATIONS

3. Prior to notifying the acceptance of his or her selection as a panellist, a candidate shall consider and if necessary disclose the existence of any interest, relationship or other circumstances likely to affect his or her 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.
4. Without limiting the generality of the foregoing, candidates shall disclose in good faith:
- (a) any financial or personal interest:
 - (i) in the proceeding or its outcome; and
 - (ii) in a judicial, administrative or arbitral proceeding that involves issues that may be directly or indirectly affected by the proceeding for which the candidate is under consideration;
 - (b) any financial interest of the candidate's employer, partner, associate or member of his or her family:
 - (i) in the proceeding or its outcome; and
 - (ii) in a judicial, administrative or arbitral proceeding that involves issues that may be directly or indirectly affected by the proceeding for which the candidate is under consideration;

- (c) any existing or past financial, commercial, professional, family, social or working relationship with any of the Parties or with their representatives or advisors, or any such relationship involving the candidate's employer, partner, associate or member of his or her family; and
 - (d) any other circumstances which may result in bias or partiality, or an appearance of bias or partiality.
5. For the purpose of complying with paragraphs 3 and 4, all candidates who have been selected as panellists and have accepted their appointment, must complete an Initial Declaration regarding disclosure. The declaration must be transmitted to the Parties along with the acceptance of their appointment for their consideration.
6. Once appointed, a member shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraphs 3 and 4 of this Code of Conduct and shall disclose them. The disclosure obligation is a continuing duty which requires a member to disclose any such interests, relationships or matters that may arise during any stage of the proceeding. The member shall disclose such interests, relationships or other circumstances by informing the Parties in writing and for their consideration, with copy to the Association Committee.
7. A member shall only communicate matters concerning actual or potential violations of this Code of Conduct to the Association Committee for consideration by the Parties.

DUTIES OF MEMBERS

8. Upon acceptance of his or her appointment a member shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.
9. A member shall only consider and decide upon those issues raised during the proceeding and necessary for a ruling and shall not delegate this duty to any other person.
10. A member shall take all appropriate steps to ensure that his or her assistant and staff are aware of, and comply with, the sections on Responsibilities to the Process, Disclosure Obligations, Independence, Impartiality and Rights of Members, Obligations of Former Members and Confidentiality of this Code of Conduct.
11. A member shall not engage in *ex parte* contacts concerning the proceeding.

INDEPENDENCE, IMPARTIALITY AND RIGHTS OF MEMBERS

12. A member must be independent and impartial and avoid creating an appearance of impropriety, partiality or bias and shall not be influenced by self-interest or that of others, outside pressure, political considerations, public clamour, and loyalty to a Party or fear of criticism.
13. A member shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the member's duties.
14. A member may not use his or her position on the panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence the member.
15. A member may not allow financial, business, professional, family or social relationships or responsibilities to influence the member's conduct or judgement.
16. A member must avoid entering into any relationship or acquiring any financial or other personal interest likely to affect the member's impartiality or that might reasonably create an appearance of impropriety, partiality or bias.
17. No member shall limit or deprive other members from their right and obligation to fully participate in all relevant aspects of the proceeding.

OBLIGATIONS OF FORMER MEMBERS

18. All former members must avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision or ruling of the panel.

CONFIDENTIALITY

19. No member or former member shall at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to adversely affect the interest of others.
20. A member shall not disclose a panel ruling on the subject matter or parts thereof prior to its publication in accordance with the Title.
21. A member or former member shall not at any time disclose the deliberations of a panel, any member's view, or any other non-public aspect relating to the proceeding.

MEDIATORS

22. The disciplines described in this Code of Conduct as applying to members or former members shall apply, *mutatis mutandis*, to mediators.
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