



**DECISION No 1/2024 OF THE PARTNERSHIP COMMITTEE ESTABLISHED BY THE
COMPREHENSIVE AND ENHANCED PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN
UNION AND THE EUROPEAN ATOMIC ENERGY COMMUNITY AND THEIR MEMBER STATES,
OF THE ONE PART, AND THE REPUBLIC OF ARMENIA, OF THE OTHER PART,**

of 25 October 2024

**on the adoption of the Mediation Mechanism, the Rules of Procedure and the Code of Conduct
[2025/861]**

(Only the English text is authentic)

THE PARTNERSHIP COMMITTEE,

Having regard to the Comprehensive and Enhanced Partnership Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Armenia, of the other part, and in particular Article 319(3) and Article 335(2) thereof,

Whereas:

- (1) The Comprehensive and Enhanced Partnership Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Armenia, of the other part (hereinafter referred to as the 'Agreement'), has been provisionally applied as of 1 June 2018 and entered into force on 1 March 2021.
- (2) Article 363 of the Agreement establishes the Partnership Committee, which, in accordance with paragraph 7 thereof, meets in a specific configuration to address trade and trade-related matters covered under Title VI of the Agreement.
- (3) To supplement the dispute settlement mechanism established by Chapter 13 of Title VI of the Agreement, Article 319(3) thereof requires the Partnership Committee to adopt by decision the Mediation Mechanism.
- (4) To ensure the functioning of the dispute settlement mechanism established by Chapter 13 of Title VI of the Agreement, Article 335(2) thereof requires the Partnership Committee to adopt by decision the Rules of Procedure and the Code of Conduct,

HAS ADOPTED THIS DECISION:

Article 1

The following legal acts are hereby adopted:

- (a) the Mediation Mechanism contained in Annex 1 to this Decision;
- (b) the Rules of Procedure contained in Annex 2 to this Decision; and
- (c) the Code of Conduct contained in Annex 3 to this Decision.

Article 2

1. This Decision has been drawn up in duplicate in English language. Each Party may translate the text of this Decision into the languages required for its internal procedures or the information of the public.

2. This Decision shall enter into force on the date of its adoption.

Done at Brussels, on 25 October 2024

For the Partnership Committee

The Chairperson

Marco DÜERKOP

The Secretaries

Joachim JAKOBSEN

Artur MAYSURYAN

ANNEX 1

MEDIATION MECHANISM

ARTICLE 1

Objective

The objective of this Mediation Mechanism established in accordance with Article 319 of the Comprehensive and Enhanced Partnership Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Armenia, of the other part (hereinafter referred to as 'the Agreement'), is to facilitate the finding of a mutually agreed solution between the participating Parties through a comprehensive and expeditious procedure with the assistance of a mediator.

SECTION A

Procedure under the Mediation Mechanism

ARTICLE 2

Request for information

1. At any time before the initiation of the mediation procedure, a Party may request the other Party in writing to provide any information regarding a measure adversely affecting trade or investment between the Parties. The Party to which such request is made shall make all efforts to provide the requested information in a written response within 20 days of receipt of the request.
2. Where the responding Party considers it will not be able to deliver a response within 20 days of receipt of the request, it shall promptly notify the requesting Party, stating the reasons for the delay and providing an estimate of the shortest period of time within which it will be able to deliver its response.

ARTICLE 3

Initiation of the procedure

1. A Party may request that the Parties enter into a mediation procedure at any time, by means of a written request addressed to the other Party. The request shall be sufficiently detailed to clearly present the concerns of the requesting Party and shall:
 - (a) identify the specific measure at issue;
 - (b) provide a statement of the alleged adverse effects that the requesting Party believes the measure has, or will have, on trade or investment between the Parties; and
 - (c) explain the causal link between the measure and the adverse effects on trade and investment between the Parties.
2. The mediation procedure may only be initiated by mutual agreement of the Parties. When a request is made pursuant to paragraph 1, the Party to which the request is addressed shall accord sympathetic consideration to that request and reply by accepting or rejecting it in writing within 10 days of its receipt. The date of receipt by the requesting Party of the requested Party's reply of acceptance shall be considered as the date of initiation of the mediation procedure.

ARTICLE 4

Selection of the mediator

1. The Parties shall endeavour to agree on a mediator within 15 days of the date of the initiation of the mediation procedure.

2. If the Parties are unable to agree on the mediator within period of time set out in paragraph 1, either Party may request the chairperson of the Partnership Committee established by Article 363 of the Agreement (¹), or the chairperson's delegate, to select the mediator by lot from the list of individuals who are not nationals of either Party referred to in paragraph 1 of Article 339 of the Agreement. Representatives of both Parties shall be invited, with sufficient advance notice, to be present when lots are drawn. In any event, the drawing of lots shall be carried out with the Party or Parties that is or are present.
3. The chairperson of the Partnership Committee, or the chairperson's delegate, shall select the mediator within five days of the request made pursuant to paragraph 2.
4. If the list referred to in paragraph 1 of Article 339 of the Agreement is not established at the time a request is made pursuant to Article 3, the mediator shall be drawn by lot from the individuals who have been formally proposed to serve as chairperson of the arbitration panel by one or by both Parties.
5. A mediator shall not be a national of either Party nor be employed by either Party, unless the Parties agree otherwise.
6. The mediator shall assist the Parties, in an impartial and transparent manner, in bringing clarity to the measure at issue and its possible effects on trade and investment between the Parties, and in reaching a mutually agreed solution.
7. The Code of Conduct referred to in Article 335 of the Agreement applies to mediators as well as to their assistants and staff, *mutatis mutandis*.
8. Rules 1 to 5 and 47 to 50 of the Rules of Procedure referred to in Article 335 of the Agreement apply to the mediation procedure, *mutatis mutandis*.

ARTICLE 5

Rules of the mediation procedure

1. Within 10 days of the appointment of the mediator, the requesting Party shall present a detailed written description of its concerns to the mediator and to the other Party, describing in particular the operation of the measure at issue and its effects on trade and investment between the Parties. Within 20 days of the receipt of that description, the requested Party may submit its written comments on the description. Either Party may include any information that it deems relevant for its description or comments.
2. The mediator may decide on the most appropriate way of bringing clarity to the measure concerned and its possible effects on trade and investment. In particular, the mediator may organise meetings between the Parties, consult the Parties jointly or individually, seek the assistance of, or consult with, relevant experts and stakeholders and provide any additional support requested by the Parties. The mediator shall consult with the Parties before seeking the assistance of, or consulting with, relevant experts and stakeholders.
3. The mediator shall not advise or comment on whether the measure at issue is consistent with the Agreement. The mediator may offer advice and propose a solution for the consideration of the Parties. The Parties may accept or reject the proposed solution, or agree on a different solution.
4. The mediation procedure shall take place in person in the territory of the requested Party, or by mutual agreement in any other location or by any other means.
5. The Parties shall endeavour to reach a mutually agreed solution within 60 days of the appointment of the mediator. Pending a final agreement, the Parties may consider possible interim solutions, especially if the measure relates to perishable goods.

(¹) For the purposes of this Mediation Mechanism the term 'Partnership Committee' refers to the Partnership Committee meeting in trade configuration.

6. The mutually agreed solution or interim solution may be adopted by a decision of the Partnership Committee. Each Party may make such solution subject to the completion of any necessary internal procedures. Mutually agreed solutions shall be made publicly available. The version disclosed to the public shall not contain any information that a Party has designated as confidential.

7. On request of either Party, the mediator shall issue to the Parties a draft factual report providing a brief summary of:

- (a) the measure at issue;
- (b) the procedures followed; and
- (c) any mutually agreed solution reached, including possible interim solutions, if applicable.

The mediator shall allow the Parties 15 days to comment on the draft report. After considering the comments of the Parties received within that period, the mediator shall, within 15 days, deliver a final factual report to the Parties. The draft and the final factual report shall not include any interpretation of the Agreement.

8. The procedure shall be terminated by:

- (a) the adoption of a mutually agreed solution by the Parties, on the date of the adoption thereof;
- (b) mutual agreement of the Parties at any stage of the procedure, on the date of that agreement;
- (c) a written declaration of the mediator, after consultation with the Parties, that further efforts at mediation would be to no avail, on the date of that declaration; or
- (d) a written declaration of a Party after exploring mutually agreed solutions under the mediation procedure and after having considered any advice and proposed solutions by the mediator, on the date of that declaration.

SECTION B

Implementation

ARTICLE 6

Implementation of a mutually agreed solution

1. In case the Parties have reached an agreement on a solution, each Party shall take the measures necessary to implement the mutually agreed solution within the agreed timeframe.
2. The implementing Party shall inform in writing the other Party and the Partnership Committee of any steps or measures taken to implement the mutually agreed solution.

SECTION C

General provisions

ARTICLE 7

Confidentiality and relationship to dispute settlement

1. Unless the Parties agree otherwise, and without prejudice to paragraph 6 of Article 5 all steps of the procedure, including any advice or proposed solution, are confidential. However, a Party may disclose to the public the fact that the mediation is taking place.
2. The mediation procedure is without prejudice to the Parties' rights and obligations under Chapter 13 of Title VI of the Agreement, or any other agreement.
3. Consultations under Chapter 13 of Title VI of the Agreement are not required before initiating the mediation procedure. However, before initiating the mediation procedure, a Party should normally avail itself of the other relevant cooperation or consultation provisions provided for in the Agreement.

4. A Party shall not rely on, or introduce as evidence, in other dispute settlement procedures under the Agreement, or any other agreement, nor shall an arbitration panel take into consideration:

- (a) positions taken by the other Party in the course of the mediation procedure or information gathered in accordance with paragraph 2 of Article 5;
- (b) the fact that the other Party has indicated its willingness to accept a solution to the measure subject to mediation; or
- (c) advice given or proposals made by the mediator.

5. Unless the Parties agree otherwise, a mediator may not serve as a member of a panel in dispute settlement proceedings under the Agreement or under any other agreement involving the same matter for which he or she has been a mediator.

ARTICLE 8

Time limits

Any time limit referred to in this document may be modified by mutual agreement between the Parties.

ARTICLE 9

Costs

1. Each Party shall bear its own expenses derived from the participation in the mediation procedure.

2. The Parties shall share jointly and equally the expenses derived from organisational matters, including the remuneration and expenses of the mediator. The remuneration of the mediator shall be in accordance with that provided for a chairperson of an arbitration panel in accordance with Rule 10 of the Rules of Procedure referred to in Article 335 of the Agreement.

ANNEX 2

RULES OF PROCEDURE

These Rules of Procedure apply to dispute settlement proceedings under Chapter 13 of Title VI of the Comprehensive and Enhanced Partnership Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Armenia, of the other part (hereinafter referred to as 'the Agreement').

I. Notifications

1. Any request, notice, written submission or other document (hereinafter referred to as 'notification') of:
 - (a) the arbitration panel shall be sent to both Parties at the same time;
 - (b) a Party addressed to the arbitration panel shall be copied to the other Party at the same time; and
 - (c) a Party addressed to the other Party shall be copied to the arbitration panel at the same time.
2. Any notification shall be made by e-mail or, where appropriate, any other means of telecommunication that provides a record of its sending. The Parties and the arbitration panel shall inform each other on the addresses of the mailboxes designated for receiving notifications.
3. Notifications shall be addressed to the Directorate-General for Trade of the European Commission and to the Ministry of Economy of the Republic of Armenia, respectively.
4. Minor errors of a clerical nature in a notification related to a panel procedure may be corrected by the delivery of a new document clearly indicating the changes.
5. Unless proven otherwise, notifications shall be deemed to be delivered on their date of sending. If the last day for the delivery of a document falls on a non-working day of the institutions of the European Union or of the government of the Republic of Armenia, the time period for the delivery of the document shall end on the first following working day. This deferral also applies to the determination of the start date of a time-period if the date of the delivery is a non-working day at the place of receipt of the notification.

II. Appointment of arbitrators

6. If an arbitrator is selected by lot, pursuant to Article 321 of the Agreement, the chairperson of the Partnership Committee (¹) shall promptly inform the Head of Delegation of the other Party of the date, time and venue of the selection by lot. The Party complained against may, if it so chooses, be present during that selection. The selection shall be carried out with the Party or Parties that are present.
7. The chairperson of the Partnership Committee shall notify, in writing, each individual who has been selected to serve as an arbitrator of his or her selection. Each individual shall confirm his or her availability to both Parties within five days after the date of delivery of the notification.
8. For the purposes of paragraph 7 of Article 321 of the Agreement, the chairperson of the Partnership Committee shall select by lot:
 - (a) an arbitrator from the individuals who have been formally proposed by a Party as arbitrator for its sub-list pursuant to paragraph 1 of Article 339 of the Agreement, as applicable, or, in the absence of those, from the individuals who have been formally proposed by the other Party for that Party's sub-list;

(¹) For the purposes of the Rules of Procedure the term 'Partnership Committee' refers to the Partnership Committee meeting in trade configuration.

- (b) a chairperson from the individuals who have been formally proposed by one or both Parties for the sub-list of chairpersons pursuant to paragraph 1 of Article 339 of the Agreement.

9. Notwithstanding Rule 8, for the purposes of paragraph 7 of Article 321 of the Agreement, either Party may ask the external body entrusted by the Partnership Committee ⁽²⁾, if applicable, to choose the arbitrator or chairperson. The external body shall choose:

- (a) an arbitrator from the individuals who have been formally proposed by a Party as arbitrators for its sub-list pursuant to paragraph 1 of Article 339 of the Agreement, as applicable, or, in the absence of those, from the individuals who have been formally proposed by the other Party for that Party's sub-list;
- (b) a chairperson from the individuals who have been formally proposed by one or both Parties for the sub-list of chairpersons pursuant to paragraph 1 of Article 339 of the Agreement.

10. The arbitrators shall accept their appointment by signing the appointment contracts. The Parties shall endeavour to ensure that, at the latest by the time all the selected arbitrators have confirmed their availability, they have agreed on the remuneration and the reimbursement of expenses of the arbitrators and assistants, and have prepared the necessary appointment contracts, with a view to having them signed promptly. The remuneration and expenses of the arbitrators shall be based on WTO standards. The remuneration and expenses of an assistant or assistants of an arbitrator shall not exceed 50 % of the remuneration of that arbitrator.

III. Organisational meeting

11. Unless the Parties agree otherwise, they shall meet the arbitration panel within seven days after its establishment in order to determine such matters as the Parties or the arbitration panel deem appropriate, including the timetable of the panel procedure.

Arbitrators and representatives of the Parties may take part in this meeting through any means, including telephone, video-conference or other electronic means of communication.

IV. Written submissions

12. The complaining Party shall deliver its written submission no later than 20 days after the date of establishment of the arbitration panel. The Party complained against shall deliver its written submission no later than 20 days after the date of delivery of the written submission of the complaining Party. The complaining Party may choose to deliver a second written submission within 15 days after the date of delivery of the written submission of the Party complained against. In that case, the Party complained against may submit its response within 15 days after the date of delivery of the second written submission of the complaining Party.

V. Operation of the arbitration panel

13. The chairperson of the arbitration panel shall preside at all its meetings. The arbitration panel may delegate to the chairperson the authority to make administrative and procedural decisions.

14. Unless otherwise provided in Chapter 13 of Title VI of the Agreement or in these Rules of Procedure, the arbitration panel may conduct its activities through any means, including telephone, video-conference or other electronic means of communication.

15. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit their assistants to be present at its deliberations.

⁽²⁾ The Partnership Committee may decide to entrust an external body with managing dispute settlement procedures under Chapter 13 of Title VI of the Agreement or providing support. Such decision shall also address the costs arising from the entrustment.

16. The drafting of any decision and report shall remain the exclusive responsibility of the arbitration panel and shall not be delegated.
17. Where a procedural question arises that is not covered by Chapter 13 of Title VI of the Agreement or its Annexes, the arbitration panel, after consulting the Parties, may adopt an appropriate procedure that is compatible with those provisions.
18. The arbitration panel shall ensure a prompt settlement of the dispute. If the arbitration panel considers that there is a need to modify any of the time periods for the arbitration panel procedure other than the time periods set out in Chapter 13 of Title VI of the Agreement or to make any other procedural or administrative adjustment, it shall inform the Parties in writing of the reasons for the modification or adjustment and of the time period or adjustment needed. The arbitration panel may adopt the modification or adjustment after consulting the Parties.

VI. Replacement

19. If a Party considers that an arbitrator does not comply with the requirements of the Code of Conduct and for this reason should be replaced, that Party shall notify the other Party within 15 days after the date on which it obtained sufficient evidence of the arbitrator's alleged non-compliance.
20. The Parties shall consult within 15 days after the date of the notification referred to in Rule 19. They shall inform the arbitrator of the alleged non-compliance and may request the arbitrator to take steps to remedy it. They may also, if they agree, remove the arbitrator and select a new arbitrator in accordance with Article 321 of the Agreement.
21. If the Parties fail to agree on the need to replace an arbitrator other than the chairperson of the arbitration panel, either Party may request that this matter be referred to the chairperson of the arbitration panel, whose decision shall be final.

If the chairperson of the arbitration panel finds that the arbitrator does not comply with the requirements of the Code of Conduct, the arbitrator shall be removed and a new arbitrator shall be selected in accordance with Article 321 of the Agreement.

22. If the Parties fail to agree on the need to replace the chairperson, either Party may request that this matter be referred to one of the other individuals on the sub-list of chairpersons established pursuant to Article 339 of the Agreement. His or her name shall be drawn by lot by the chairperson of the Partnership Committee, or the chair's delegate. The decision by the selected person on the need to replace the chairperson shall be final.

If this person finds that the chairperson does not comply with the requirements of the Code of Conduct, the chairperson shall be removed and a new chairperson shall be selected in accordance with Article 321 of the Agreement.

VII. Hearings

23. Based on the timetable determined pursuant to Rule 11, after consulting with the Parties and the other arbitrators, the chairperson of the arbitration panel shall notify to the Parties the date, time and venue of the hearing. That information shall be made publicly available by the Party in the territory of which the hearing takes place.
24. Unless the Parties agree otherwise, the hearing shall be held in Brussels if the complaining Party is the Republic of Armenia and in Yerevan if the complaining Party is the European Union. The Party complained against shall be in charge of the logistical administration of the hearing and bear the expenses derived therefrom.
25. Notwithstanding Rule 24, the arbitration panel may decide, on request of a Party, to hold a virtual or hybrid hearing and make appropriate arrangements, taking into account the rights of due process and the need to ensure transparency, in accordance with paragraph 3 of Article 335 of the Agreement.

26. The arbitration panel may convene additional hearings if the Parties so agree.
27. All arbitrators shall be present during the entirety of the hearing.
28. Unless the Parties agree otherwise, the following persons may attend the hearing, irrespective of whether the hearing is open to the public or not:
 - (a) representatives and advisers of a Party; and
 - (b) assistants, interpreters and other persons whose presence is required by the arbitration panel.
29. No later than five days before the date of a hearing, each Party shall deliver to the arbitration panel and to the other Party a list of names of the persons who will make oral arguments or presentations in the hearing on behalf of that Party and of other representatives and advisers who will be attending the hearing.
30. The arbitration panel shall ensure that the Parties are equally treated and are afforded sufficient time to present their arguments.
31. The arbitration panel may direct questions to either Party at any time during the hearing.
32. The arbitration panel shall arrange for a recording of the hearing to be delivered to the Parties as soon as possible after the hearing.
33. Each Party may deliver a supplementary written submission concerning any matter that arose during the hearing within ten days after the date of the hearing.

VIII. Questions in writing

34. The arbitration panel may at any time during the panel procedure submit questions in writing to one or both Parties. Any question submitted to one Party shall be copied to the other Party.
35. A Party shall provide the other Party with a copy of its responses to the questions submitted by the arbitration panel. The other Party shall have an opportunity to provide comments in writing on that response within five days after the delivery of such copy. Upon written request of a Party the arbitration panel may grant an extension of the deadline.

IX. Confidentiality

36. Each Party, the arbitrators, persons referred to in Rule 28 and any other person assisting to the proceedings shall treat as confidential any information that qualifies as confidential pursuant to Rule 37. If a Party submits to the arbitration panel a written submission which contains confidential information, it shall also provide a submission without the confidential information, which shall be made public.
37. Confidential information consists of:
 - (a) confidential business information;
 - (b) information that is protected against being made available to the public under the Agreement;
 - (c) information that is protected against being made available to the public, in the case of information of the complaining Party, under the law of the complaining Party, and in the case of information from the Party complained against, under the law of the Party complained against;
 - (d) information the disclosure of which would impede law enforcement; or
 - (e) any other information the Parties have agreed to consider as confidential.
38. If the Parties disagree on whether information qualifies as confidential, the arbitration panel shall decide, on request of a Party, after consultation with the Parties.

39. The arbitration panel shall meet in closed session if the submission and arguments of a Party contain confidential information. The Parties shall maintain the confidentiality of any hearing that is held in closed session.

X. ***Ex parte* contacts**

40. The arbitration panel shall not meet or communicate with a Party in the absence of the other Party.

41. An arbitrator shall not discuss any aspect of the subject matter of the panel procedure with one Party or both Parties in the absence of the other arbitrators.

42. A Party shall not have any contact with an arbitrator. Any contact between a Party and a person who is under consideration for selection as an arbitrator shall be limited to issues relating to that person's availability and the appointment contract.

XI. **Amicus curiae submissions**

43. Unless the Parties agree otherwise within five days after the date of establishment of the arbitration panel, the arbitration panel may receive unsolicited written submissions from natural persons of a Party or legal persons established in the territory of a Party who are independent from the governments of the Parties (hereinafter referred to as 'amicus curiae submissions'), provided that they:

- (a) are received by the arbitration panel by a date determined by the arbitration panel, which shall not be later than the date set for the first written submission of the Party complained against;
- (b) are concise and in no case longer than 15 pages, including any annexes, typed at double space;
- (c) are directly relevant to a factual or a legal issue under consideration by the arbitration panel;
- (d) contain a description of the person making the submission, including, if applicable, the nationality or place of establishment of a person, the nature of its activities, its legal status, its general objectives, the source of its financing and any controlling entity;
- (e) specify the nature of the interest that the person has in the panel procedure; and
- (f) are drafted in the working language determined in accordance with Rule 47 or 48 of these Rules of Procedure.

44. The amicus curiae submissions shall be delivered to the Parties for comments. The Parties may submit comments within 10 days after the date of their delivery to the Parties. Upon written request of a Party the arbitration panel may grant an extension of the deadline.

45. The arbitration panel shall list in its report all the amicus curiae submissions it has received pursuant to Rule 43. The arbitration panel shall not be obliged to address in its report the arguments made in those submissions. If the arbitration panel addresses arguments made therein, it shall also take into account any comments made by the Parties pursuant to Rule 44.

XII. **Urgent cases**

46. In cases of urgency as referred to in Article 323 of the Agreement, the arbitration panel, after consulting the Parties, shall adjust, as appropriate, the time periods set out in these Rules of Procedure. The arbitration panel shall notify the Parties of those adjustments.

XIII. **Working language and translation**

47. During the consultations referred to in Article 318 of the Agreement, and no later than in the organisational meeting referred to in Rule 11, the Parties shall endeavour to agree on a common working language for the panel procedure.

48. If the Parties are unable to agree on a common working language, the working language for the panel procedure shall be English.
49. Panel reports and decisions shall be issued in the working language.
50. If a Party submits a document in a language that is not the working language, it shall at the same time submit a translation thereof at its own costs.

XIV. Other procedures

51. The time periods set out in these Rules of Procedure shall be adjusted in line with the special time periods provided for the delivery of a report or decision by the arbitration panel pursuant to Articles 328 to 331 of the Agreement.

ANNEX 3

CODE OF CONDUCT

1. This Code of Conduct for members of arbitration panels and mediators applies to dispute settlement proceedings under Chapter 13 of Title VI of the Comprehensive and Enhanced Partnership Agreement between the European Union and the European Atomic Energy Community and their Member States, of the one part, and the Republic of Armenia, of the other part (hereinafter referred to as 'the Agreement').

Definitions

2. For the purposes of this Code of Conduct:
 - (a) 'arbitrator' means a member of an arbitration panel established in accordance with Article 321 of the Agreement;
 - (b) 'candidate' means an individual whose name is on the list of arbitrators referred to in Article 339 of the Agreement and who is under consideration for selection as a member of an arbitration panel in accordance with Article 321 of the Agreement;
 - (c) 'assistant' means a person who, under the terms of appointment of an arbitrator, conducts research or provides assistance to the arbitrator;
 - (d) 'proceedings', unless otherwise specified, means arbitration panel proceedings under Chapter 13 of Title VI of the Agreement;
 - (e) 'staff', in respect of an arbitrator, means persons under the direction and control of the arbitrator, other than assistants; and
 - (f) 'mediator' means a person who conducts a mediation procedure in accordance with Article 319 of the Agreement.

General principles

3. Every candidate and arbitrator shall avoid impropriety or 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 mechanism is preserved. Former arbitrators shall comply with the obligations established in Rules 16, 17, 18 and 19.

Disclosure obligations

4. Prior to confirmation of his or her selection as an arbitrator under Chapter 13 of Title VI of the Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceedings. To that end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.
5. A candidate or arbitrator shall communicate, in writing, matters concerning actual or potential violations of this Code of Conduct to the Partnership Committee ⁽¹⁾ for consideration by the Parties.
6. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in Rule 4 and shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator to disclose any such interests, relationships or matters that may arise during any stage of the proceedings. The arbitrator shall disclose such interests, relationships or matters by informing in writing the Parties to the dispute settlement proceedings as well as the Partnership Committee.

⁽¹⁾ For the purposes of the Code of Conduct the term 'Partnership Committee' refers to the Partnership Committee meeting in trade configuration.

Duties of arbitrators

7. Upon confirmation of his or her selection, an arbitrator shall be available to perform and shall perform his or her duties thoroughly and expeditiously throughout the course of the proceedings, with fairness and diligence.
8. An arbitrator shall consider only those issues raised in the proceedings and necessary for an arbitration panel report and shall not delegate this duty to any other person.
9. An arbitrator shall take all appropriate steps to ensure that his or her assistant and staff are aware of, and comply with, Rules 3, 4, 5, 6, 17, 18 and 19.
10. An arbitrator shall not engage in *ex parte* contacts concerning the proceedings.

Independence and impartiality of arbitrators

11. An arbitrator shall be independent and impartial, shall avoid creating an appearance of impropriety or bias, and shall not be influenced by self-interest, outside pressure, political considerations, public clamour and loyalty to a Party or fear of criticism.
12. An arbitrator 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 his or her duties.
13. An arbitrator shall not use his or her position on the arbitration panel to advance any personal or private interests. An arbitrator shall avoid actions that may create the impression that he or she is in a position to be influenced by others.
14. An arbitrator shall not allow financial, business, professional, personal, or social relationships or responsibilities to influence his or her conduct or judgement.
15. An arbitrator shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

Obligations of former arbitrators

16. All former arbitrators shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision or report of the arbitration panel.

Confidentiality

17. No arbitrator or former arbitrator shall at any time disclose or use any non-public information concerning proceedings or acquired during proceedings except for the purposes of those proceedings 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.
18. An arbitrator shall not disclose an arbitration panel report or parts thereof prior to its publication in accordance with Chapter 13 of Title VI of the Agreement.
19. An arbitrator or a former arbitrator shall not disclose the deliberations of an arbitration panel, or any arbitrator's view at any time.

Expenses

20. Each arbitrator shall keep a record and render a final account of the time devoted to the procedure and his or her expenses, as well as the time and expenses of his or her assistant and staff.

Mediators

21. This Code of Conduct applies *mutatis mutandis* to mediators as well as their assistants and staff.
