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The Addis Ababa Chamber of Commerce and Sectoral Association
Arbitration Institute



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Arbitrators Code of Ethics

November 25, 2008

**Code of Ethics of Arbitrators for Addis Ababa Chamber of Commerce and
Sectoral Association (AACCSA)
Arbitration Institute**

Table of contents

	Page
Part one: General Provisions	1
Article 1 Designation	1
Article 2 Definition	1
Article3 Scope of application	2
Part two: Special Provision	2
Article 4 Prohibition	2
Article5 Acceptance of the Code	2
Article 6 Principle of Acceptance of Appointment	3
Article 7 Conditions of Bias	3
Article 8 Party- appointed Arbitrator	4
Article 9 Competence	4
Article 10 Availability	5
Article 11 Impartiality	5
Article 12 Independence	5
Article 13 Statement of Impartiality and Independence	5
Article 14 Development of the proceeding	6
Article 15 Unilateral Contracts	6
Article 16 Deliberation of Award	6
Part three: Final Provisions	6
Article 17 Costs	6
Article 18 Violation of code of ethics	7
Article 19 Transitory Provision	7
Article 20 Effective date	7

**Code of Ethics of Arbitrators for Addis Ababa Chamber
of Commerce & Sectoral Association (AACCSA)
Arbitration Institute**

This Code of Ethics is issued in accordance with article 37 of the Revised Arbitration Rules of the Addis Ababa Chamber of Commerce and Sectoral Association.

**Part One
General Provisions**

Article 1: Designation

This code may be cited as “the code of Ethics of arbitrators of the Addis Ababa Chamber of Commerce and Sectoral Association Arbitration Institute.”

Article 2: Definitions

Unless the context requires otherwise, in this code:-

1. “Arbitrator” shall mean any arbitrator registered in the arbitrator roaster of the Institute, a nominated or appointed Sole arbitrator, Co-arbitrator or presiding arbitrator as the case may be.
2. “Arbitration” shall mean the Arbitration process under the Arbitration Rules of the Institute.
3. “Code” shall mean the Code of Ethics of Arbitrators of the Addis Ababa Chamber of Commerce and Sectoral Association or “AACCSA”.
4. “Expert Witness” shall mean a witness called upon by a party to give his/her professional witness statement or testimony relative to the specific issue(s) in the dispute.
5. “Institute” shall mean the Arbitration Institute of AACCSA.
6. “Party” shall mean the Claimant and/or Respondent as the case may be.
- 7 “Rule” shall mean the Arbitration rules of AACCSA.

Article 3: Scope of Application

1. This code shall apply
 - a) To any Arbitrator registered in the Arbitrators roaster of the Arbitration Institute of AACCSA.
 - b) To any arbitrators nominated by the party or the Institute.
 - c) To any arbitrators appointed up to 6 months after the award has been given.
 - d) To any rejected, removed or replaced Arbitrator under this code.
2. This Code shall apply to any expert witness.
3. This code shall apply mutatis mutandis to any adjudicators.

Part Two **Special Provisions**

Article 4: Prohibition

An arbitrator, who has previously served as mediator or conciliator or adjudicator or dispute review expert or in any other comparable capacity for the same party in the arbitration process, which gives him/her an opportunity to know the facts of the case and the position of the party, may not serve again as an arbitrator under this code.

Article 5: Acceptance of the Code

- 1) An Arbitrator accepting a mandate in an Arbitration process Administered by the Institute shall be independent of the party that nominated him.
- 2) An expert Witness accepting a role under the Arbitration process administered by the Institute shall be independent of the party that nominated him.
- 3) An Arbitrator and an Expert Witness hereby accept the code to serve as an independent Arbitrator and Expert witness in the arbitration process.

- 4) An Arbitrator and Expert Witness shall have the right to look in to this Code before accepting any undertaking under this Code.
- 5) The Institute shall avail a copy of the code to the party, to a an arbitrator and expert witness.

Article 6: Principle of Acceptance of Appointment

- 1) Nominated arbitrator should accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias.
- 2) A nominated arbitrator should accept an appointment only if he is fully satisfied that he is competent to determine the issue in dispute, and has an adequate knowledge of the language of the arbitration.
- 3) A nominated arbitrator should accept an appointment only if he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect.
- 4) It is strictly forbidden to contact parties or the Institute to solicit appointment as arbitrator.

Article 7: Conditions of Bias

- 1) The criteria for assessing questions relating to bias are impartiality and independence. Partiality is where an arbitrator favors one of the parties, or where he/she prejudiced in relation to the subject matter of the dispute. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.
- 2) Facts, which might lead a reasonable person, not knowing of the arbitrator's true state of mind, to consider that he is dependant on a party creates an appearance of bias. The same is true if an arbitrator has a material interest in the outcome of the dispute, or if he/she has already taken a position in relation to it. The appearance of bias is best overcome by full disclosure as described in Article 13 hereof.

- 3) Any current direct or indirect business relationship between an arbitrator and a party or with a person who is known to be potentially important factual or expert witness will normally give rise to justifiable doubts as to nominated arbitrator's impartiality or independence. The Arbitrator should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed. Example of indirect relationships are where a member of the nominated arbitrator's family, has, his or her firm, or any business relationship with one of the parties.
- 4) Past business relationships will not operate as an absolute bar to acceptance of appointment, unless they are of such a magnitude or nature as to be likely to affect a nominated arbitrator's judgment.
- 5) Continuous and substantial social or professional relationships between a nominated arbitrator and a party or with a person who is known to be a potentially important factual or expert witness in the arbitration will normally give rise to justifiable doubts as to the impartiality or independence of a nominated arbitrator.

Article 8: Party-appointed Arbitrator

A party-appointed Arbitrator shall be bound by all the duties under this Code throughout the entire course of the Arbitration process. An appointed Arbitrator may contact the Party or its counsel to share views regarding the nomination of the Presiding Arbitrator of the Arbitral tribunal if asked to appoint him. The views expressed by the Party or the relevant counsel may not be binding on the Arbitrator.

Any vigorous advocacy by the party appointed Arbitrator of the appointing party's case to the other Arbitrators is strictly forbidden

Article 9: Competence

When accepting his/her mandate, the Arbitrator shall, to the best of his/her knowledge, be able to perform his task with the necessary competence with respect to his adjudicating function and the subject matter of the dispute.

Article 10: Availability

When accepting his/her mandate, the Arbitrator shall, to the best of his knowledge, be able to devote the necessary time and attention to the Arbitration to perform and complete his task as expeditiously as possible.

Article 11: Impartiality

When accepting his/her mandate, the Arbitrator shall, to the best of his/her knowledge, be able to perform his/her task with the necessary impartiality characterizing the adjudicating function he undertakes in the interest of all parties.

Article 12: Independence

When accepting his/her mandate, the Arbitrator shall, to the best of his knowledge, be objectively independent. He/she shall remain independent during the entire Arbitral proceedings as well as after the award is filed, during the period provided under this code.

Article 13: Statement of Impartiality and Independence

- 1) In order to guarantee his/her impartiality and independence, the Arbitrator shall supply the written statement as provided in the rules when accepting his mandate.
- 2) All doubts as to the opportunity to disclose a fact, circumstance or relationship shall be resolved in favor of disclosure.
- 3) Where facts, circumstances and relationships that should have been disclosed are subsequently discovered, the Institute may deem that this fact is a ground for removal and replacement of the Arbitrator during the Arbitration process or not confirming him or her in future Arbitration.

Article 14: Development of the Proceedings

The Arbitrator shall promote a thorough and expeditious development of the proceedings. In particular, he/she shall decide on the date and manner of the hearings in such a way as to allow for the equal treatment of all parties and the full compliance with the due process of law.

Article 15: Unilateral Contacts

In the entire course of the proceedings, the Arbitrator shall refrain from any unilateral contact with the parties or their counsel. Where there is such a unilateral contact, the Arbitrator shall immediately notify the Institute so that the Institute can inform the other party and Arbitrators, if any.

Article 16: Deliberation of the Award

The Arbitrator shall refrain from any obstructive or non-cooperative behavior and duly participate in the whole meetings or sessions of the Arbitration Tribunal inclusive of the deliberative sessions of same with regard to the award. He/she shall remain free to refuse to sign the award where the decision is taken by majority vote. However, the dissenting Arbitrator shall be bound to sign that part of the award which contains only his/her part of the dissenting opinion.

Part Three
Final Provisions

Article 17: Costs

- 1) The Arbitrator shall not accept any direct or indirect arrangement on fees and expenses with any of the parties or their counsel.
- 2) The Arbitrator shall be entitled to a fee and reimbursement of expenses as solely determined by the Arbitration Institute in accordance with its Schedule of Fees, which is deemed to be approved by the Arbitrator when accepting his mandate.

- 3) The Arbitrator shall avoid superfluous expenses that can increase the costs of the Arbitration in an unjustified manner.

Article 18: Violation of the Code of Ethics

1. An Arbitrator who does not comply with or violate this Code:
 - A) Shall not be accepted as an Arbitrator; or
 - B) Shall be removed from being an Arbitrator and replaced; or
 - C) Shall be refused to confirm him or her as an Arbitrator in subsequent arbitration proceedings by the Institute.
2. The Institute shall consider challenges as per the relevant provisions of the Arbitration and the Adjudications rule of the Institute.

Article 19: Transitory Provision

This code shall be applicable for all pending cases of the Institute.

Article 20: Effective date

This code shall come in to force as of 25 November 2008.