



مركز عُمان للتحكيم التجاري
Oman Commercial Arbitration Centre

CODE OF ETHICS FOR ARBITRATORS, MEDIATORS & EXPERTS



مركز عُمان للتحكيم التجاري
Oman Commercial Arbitration Centre

**CODE OF ETHICS FOR
ARBITRATORS, MEDIATORS
& EXPERTS**



مركز عُمان للتحكيم التجاري
Oman Commercial Arbitration Centre

**CODE OF ETHICS FOR
ARBITRATORS**



INTRODUCTION

This Code of Ethics for Arbitrators (“Code”) shall by default apply to all arbitrators appointed in arbitration cases administered by the Oman Commercial Arbitration Centre (“OAC”). All arbitrators unqualifiedly undertake to abide by this Code as soon as they become aware of their potential selection by the parties and this obligation continues throughout the arbitral proceedings and also after the delivery of the award.

The Executive Committee of the OAC may take this Code into consideration when deciding a challenge to a Tribunal. However, the Code is not intended to provide any additional legal grounds for setting aside an arbitral award by the courts.

This Code is intended to be read in conjunction with, and not supplant, the OAC Arbitration Rules (“Rules”), the agreements of the parties and applicable national laws.

1. APPOINTMENT

A prospective arbitrator shall accept appointment only if she/he is fully satisfied that she/he has:

- a. sufficient time to ensure the expeditious and cost efficient conduct of the arbitration;
- b. the necessary competence to decide the dispute in an expeditious manner;
- c. is free from bias and can serve impartially and independently; and
- d. is willing to serve in compliance with this Code and the Rules.

2. AVAILABILITY

When a prospective arbitrator is approached with regard to a possible appointment, she/he shall disclose in writing circumstances that are likely to affect her/his ability to devote sufficient time to ensure the expeditious and cost efficient conduct of the arbitration.

The prospective arbitrator shall accept an appointment only if she/he is fully satisfied that she/he is able to give to the arbitration the time and attention necessary to satisfy the reasonable expectations of the parties.

As the guardian of the OAC arbitration process, the Executive Committee would be well within its right to refuse to appoint the prospective arbitrator should it come to the conclusion that such time constraints might hinder the prompt resolution of the dispute.

Upon accepting appointment, the Arbitrator must conduct the arbitration with due diligence and ensure compliance with the timelines for the completion of the arbitration mentioned in the Rules.

3. INDEPENDENCE AND IMPARTIALITY

An arbitrator shall have the duty to act in an independent and impartial manner for the entire duration of the arbitration. An arbitrator shall be free from bias and shall not favour one of the parties or be prejudiced in relation to the subject matter of the dispute.

An arbitrator should at all times avoid any conduct that gives the appearance of partiality toward one of the parties.

The arbitrator is duty bound to decide all issues in dispute submitted by the parties for determination based upon: the objective facts and merits of the case; after careful deliberation and upon the exercise of her/his own impartial judgement; and free of any fear of criticism, improper influence or any form of self-interest.

4. DISCLOSURE

An arbitrator shall have a continuing duty to disclose all facts, circumstances, interests or relationships that may give rise to justifiable doubts as to her/his independence and impartiality.

This duty arises when an arbitrator is approached for potential appointment, continues for the duration of the arbitration and comes to an end upon the conclusion of the arbitration.

When identifying whether he or she should make a disclosure, an arbitrator should make reasonable enquiries of her/his records and also that of her/his law firm or organisation.

Guidance may also be had of the International Bar Association (IBA) Guidelines on Conflicts of Interest in International Arbitration and also the governing laws when determining such disclosure requirements. Any doubt as to the requirement to disclose a fact, circumstance, interest, or relationship shall be resolved in favour of disclosure.

5. COMPETENCE

The OAC expects its arbitrators to work to ensure an arbitration process of the highest quality.



A prospective arbitrator should accept an appointment only if she/he meets the requirements stated by the parties in the agreement, and also has the necessary training, expertise, experience and professional qualifications to conduct and complete the proceedings in a professional, expeditious and cost-efficient manner.

6. ARBITRATORS FEES AND EXPENSES

In accepting an appointment, an Arbitrator is deemed to accept the Table of Fees and the relevant provisions in the Rules relating to fees and expenses of the Tribunal.

An Arbitrator shall not under any circumstances have any direct or indirect arrangement with the parties or their counsel on fees and expenses, except with the express consent of the Executive Committee.

An arbitrator shall keep the OAC Registrar updated, in writing, of any changes in the sums-in-dispute during the proceedings, as it has a direct bearing on the arbitrator's fees and also the OAC's administrative fees.

At all times the arbitrator shall do everything necessary to avoid any unreasonable and unnecessary expense or delay that may result in an increase in the costs of the arbitration proceedings.

7. COMMUNICATIONS

A prospective or appointed arbitrator shall avoid any unilateral or private communication regarding substantive matters in the case (including merits) with any party or its counsel.

However, a prospective arbitrator before accepting appointment, may enquire from a party as to the identity of the parties and their counsel, the general nature of the dispute, and the expected duration of the arbitration.

In the event such a unilateral communication does inadvertently occur with one party, the arbitrator is bound to immediately inform the opposite party, co-arbitrators, and the OAC Registrar of the content of such communication or send a copy of the communication to them.

An arbitrator shall take reasonable care to avoid any unnecessary professional or social contact with a party or its counsel in the absence of the other party or its counsel.

8. CONFIDENTIALITY

Article 48 of the Rules imposes a duty of confidentiality on arbitrators. The arbitrators should acquaint themselves well with this duty and ensure compliance.

An arbitrator is in a relationship of trust to the parties and should not, at any time, during or after conclusion of the dispute resolution process, disclose or use any confidential information acquired during the course of proceedings for personal gain or third-party advantage, or to adversely affect the interest of a third-party.

An arbitrator may receive assistance from an associate or assistant in handling the case only if the arbitrator informs the parties of such a fact and the associate/assistant also agrees to abide by this provision and the attendant duty of disclosure.

9. NO SOLICITING

An arbitrator shall not contact the OAC Board of Directors, Executive Committee and Secretariat, or the parties and their counsel for the purpose of soliciting future arbitral appointments.

10. VIOLATION OF THE CODE

The Executive Committee shall take into consideration an arbitrator's non-compliance with this Code when it comes to future arbitral appointments under the Rules.





مركز عُمان للتحكيم التجاري
Oman Commercial Arbitration Centre

**CODE OF ETHICS FOR
MEDIATORS**



INTRODUCTION

This Code of Ethics (“Code”) outlines the general standards, commitments and practice principles that apply to individuals acting as mediators in mediations conducted under the OAC Mediation Rules (“Rules”).

This Code is intended to be read in conjunction with, and not supplant the OAC Mediation Rules (“Rules”), the agreements of the parties and applicable national laws.

1. INFORMED CONSENT

A mediator has an obligation to make all reasonable efforts to ensure that all parties understand the nature of the mediation process, the mediator’s and parties’ role in that process, the procedures to be employed, and the options available to the parties.

If a mediator senses that a party is unable to give informed consent to participate in the mediation or to the terms of settlement, or that the consent is not voluntarily and freely given, the mediator may not proceed until she/he is reasonable satisfied that an informed consent has been obtained and that it was freely given.

2. AVAILABILITY

When a person is approached with regard to a possible appointment, she/he shall disclose in writing circumstances that are likely to affect her/his ability to devote sufficient time to ensure the expeditious and cost-efficient conduct of the mediation.

The prospective mediator shall accept an appointment only if she/he is fully satisfied that she/he is able to give to the mediation the time and attention necessary to satisfy the reasonable expectations of the parties.

3. COMPETENCE

An individual who is appointed as a mediator holds out to the parties reasonably high levels of expertise and competence to conduct the mediation in an effective and cost-efficient manner. Additionally, a mediator would be expected to have sufficient knowledge of applicable procedural and substantive issues and sufficient training, including continuous updating of their education and practice in mediation skills.

4. CONFLICTS OF INTEREST, INDEPENDENCE & IMPARTIALITY

A mediator shall have a continuing duty to disclose all facts, circumstances, interests or relationships that may give rise to justifiable doubts as to her/his independence and impartiality.

In the event a mediator makes such a disclosure, the mediator shall continue to serve as mediator only with the parties' written consent and if the mediator is confident of carrying out the mediation independently and impartially.

This duty arises when a mediator is approached for potential appointment, continues for the duration of the mediation, and comes to an end upon the conclusion of the mediation.

If at any time during the process, the mediator is unable to conduct the mediation in an independent and impartial manner, or there arise circumstances that would cast a doubt on the integrity of the mediation process, the mediator should offer to withdraw from the mediation.

Upon the conclusion of a mediation, the mediator shall refrain from any act or conduct that would be likely to create an appearance of bias or conflict of interest, absent any prior disclosure and consent of the parties.

5. CONFIDENTIALITY

Mediation is a confidential process. At the beginning of the mediation process, the mediator is bound to inform the parties and other attendees of the confidential nature of the process.

The mediator must keep confidential all information arising out of in connection with the mediation, including the fact that the mediation is being conducted, except:

- a) with the written permission of all parties;
- b) when ordered by a court of competent jurisdiction, or otherwise required by applicable laws;
- c) where the specific information is already in the public domain.

If a mediator during the course of a mediation decides to hold private sessions with the parties, he shall discuss the nature of the sessions in advance with the parties.



6. GOOD FAITH

A mediator shall at all times act in good faith and must treat parties and all attendees with due courtesy and respect.

A mediator shall conduct the mediation session in accordance with the OAC rules and will comply with any relevant mediation agreement. A mediator shall also conduct the mediation session appropriately taking into account the circumstances of the case.

7. FEES AND EXPENSES

In accepting an appointment, a mediator is deemed to accept the Table of Fees and the relevant provisions in the Rules relating to fees and expenses of the mediator.

A mediator shall not under any circumstances have any direct or indirect arrangement with the parties or their counsel on fees and expenses, except with the express consent of the Executive Committee.

Upon appointment, the mediator shall as soon as practicable reconfirm with the parties the applicable fees and likely expenses.

8. NO SOLICITING

A mediator shall not contact the OAC Board of Directors, Executive Committee and Secretariat, or the parties and their counsel for the purpose of soliciting future mediator appointments.

9. VIOLATION OF THE CODE

Where any party to the mediation believes that there has been a lack of compliance with this Code, the parties shall promptly intimate the Registrar with details of the non-compliance.

The Executive Committee shall take into consideration a mediator's non-compliance with this Code when it comes to future mediation appointments under the Rules.



مركز عُمان للتحكيم التجاري
Oman Commercial Arbitration Centre

**CODE OF ETHICS FOR
EXPERTS**



INTRODUCTION

This Code of Ethics for Experts (“Code”) shall by default apply to all experts (party-appointed or tribunal-appointed) engaged or appointed in arbitration cases administered by the Oman Commercial Arbitration Centre (“OAC”) or under the Arbitration Rules of the OAC.

All experts unqualifiedly undertake to abide by this Code as soon as they are appointed by the parties and this obligation continues throughout the arbitral proceedings until the delivery of the award.

In any report, or statement of evidence, the expert must acknowledge that she/he has read this Code and agrees to be bound by it.

This Code is intended to be read in conjunction with, and not supplant, the OAC Arbitration Rules (“Rules”), the agreements of the parties, national laws, and other codes of practice, professional principles applicable to the experts.

1. CONFIDENTIALITY

The Rules impose a duty of confidentiality on experts¹. Experts should acquaint themselves well with this duty and ensure compliance.

An expert shall at all times treat all matters relating to the proceedings as confidential. Such matters include but not limited to:

- a) Evidence tendered by the parties;
- b) Pleadings and submissions made by parties;
- c) Any settlement agreement reached by the parties; and
- d) All decisions of the Arbitral Tribunal including the final award.

2. INDEPENDENCE AND IMPARTIALITY

An expert shall be independent and impartial. She/he shall have a continuing duty to disclose all facts, circumstances, interests or relationships which, in the view of a reasonable and informed person may give rise to justifiable doubts as to her/his independence and impartiality.

¹ Article 48

Any doubt as to the requirement to disclose a fact, circumstance, interest or relationship shall be resolved in favour of disclosure.

Disclosure does not in and of itself imply the existence of a conflict of interest that would prevent an expert from participating in the arbitration.

Experts must treat disclosure as an obligatory duty of information so that the parties and the Arbitral Tribunal may evaluate the expert evidence with the full facts before them.

3. OBJECTIVITY

An expert shall be objective. This requires that experts possess the willingness and capability to perform their role and are guided by the facts.

Experts should consider all material facts, including those which might detract from their opinions, and maintain an objective distance from the party appointing them, the dispute, and other persons involved in the arbitration.

4. GENERAL DUTY TO THE TRIBUNAL

- An expert has an overriding duty to assist the Arbitral Tribunal impartially on matters relevant to the expert's area of expertise.
- This duty overrides any obligation to the person from whom experts have received instructions or by whom they are paid.
- Experts should assist the Arbitral Tribunal by providing objective, unbiased opinions on matters within their expertise, and should not assume the role of an advocate for the party paying the fees of the expert.
- An expert must comply with any directions or orders of the Arbitral Tribunal.
- An expert shall at all times act with utmost respect towards the Arbitral Tribunal and other parties in the arbitration.



5. FEES

Party-appointed experts will be paid their fees directly by the party that appointed them.

In the case of Tribunal-appointed experts, the Arbitral Tribunal shall fix the amount and the manner of payment of their fees. The Rules provide for the fees and expenses of experts appointed by the Arbitral Tribunal to be paid by the parties.²

In no case shall the fees of the expert have a variable component that depends upon the outcome of the arbitration.

6. NO SOLICITING

An expert shall not contact the OAC Board of Directors, Executive Committee and Secretariat for the purpose of soliciting future expert appointments.

7. VIOLATION OF THE CODE

An expert's non-compliance with this Code shall be taken into consideration by the Roster Committee when it comes to renewal of membership, and in severe cases of violation of the Code it may also result in may result in revocation of membership.