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ANNEX 17-B

CODE OF CONDUCT FOR PANELLISTS AND ALTERNATIVE DISPUTE RESOLUTION PROVIDERS

RULE 1

Definitions

For the purposes of this Annex:

- (a) "administrative staff" means, in respect of a panellist or ADR provider, persons under the direction and control of a panellist or ADR provider, other than assistants;
- (b) "assistant" means an individual who, under the terms of appointment and under the direction and control of a panellist or ADR provider, conducts research or provides assistance to that panellist or ADR provider; and
- (c) "candidate" means an individual who is under consideration for selection as a panellist pursuant to Article 17.7 (Establishment and composition of a panel).

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RULE 2

Provision of the Code of Conduct

The Parties shall provide this Code of Conduct to a candidate before their appointment as a panellist pursuant to Article 17.7 (Establishment and composition of a panel) or an ADR provider when they are requested to provide their services pursuant to Article 17.4 (Alternative dispute resolution).

RULE 3

Governing principles

1. In order to preserve the integrity and impartiality of the dispute settlement process, each candidate and panellist shall:
 - (a) get acquainted with this Code of Conduct;
 - (b) be independent and impartial;
 - (c) avoid direct or indirect conflicts of interests;
 - (d) avoid impropriety and the appearance of impropriety or bias;

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- (e) observe high standards of conduct; and
 - (f) not be influenced by self-interest, outside pressure, political considerations, public clamour, prior affiliation with a Party, loyalty to a Party or fear of criticism.
2. A panellist 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 their duties.
 3. A panellist shall not use their position on the panel to advance any personal or private interests. A panellist shall avoid actions that may create the impression that others are in a special position to influence them. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such position.
 4. A panellist shall not allow past or existing financial, business, professional, personal, family, or social relationships or responsibilities to influence their conduct or judgement.
 5. A panellist shall avoid entering into any relationship or acquiring any financial interest that is likely to affect their impartiality or that might reasonably create an appearance of impropriety or bias.

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RULE 4

Disclosure obligations

1. Prior to the acceptance of their appointment as a panellist pursuant to Article 17.7 (Establishment and composition of a panel), a candidate requested to serve as a panellist shall disclose any interest, relationship or matter that is likely to affect their independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceedings. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters including financial, business, professional, personal, family or social interests and disclose them by a written communication to the Parties promptly after having been contacted to serve as a panellist.
2. The disclosure obligation pursuant to this Rule is a continuing duty which requires a panellist to disclose any such interests, relationships or matters that may arise during any stage of the proceedings, by a written communication to the Parties, and as soon as they become aware of them.
3. In case of doubt regarding whether an interest, relationship or matter must be disclosed, a candidate or panellist should err on the side of disclosure.

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RULE 5

Duties of panellists

1. A panellist shall comply with Chapter 17 (Dispute settlement) and Annex 17-A (Rules of Procedure for dispute settlement). In performing their duties, each panellist shall recognise that the prompt settlement of disputes is essential to the effective functioning of this Agreement.
2. Once appointed, a panellist shall perform their duties thoroughly and expeditiously throughout the proceedings, and with fairness and diligence.
3. The panellists shall work together in a collegial manner, so that all panellists are able to participate in all aspects of the proceedings.
4. A panellist shall consider only the issues raised in the proceedings and necessary for a decision and shall not delegate this duty to any other person.
5. A panellist shall take all appropriate steps to ensure that their assistants and administrative staff are aware of, and comply with, this Code of Conduct.
6. Once appointed in any panel procedure under Chapter 17 (Dispute settlement), a panellist shall refrain, for the duration of that procedure, from acting as counsel or party-appointed expert witness in any new or pending dispute, under this Agreement or another international agreement, that directly addresses the same measure in dispute or that arises out of the facts giving rise to the procedure under Chapter 17 (Dispute settlement).

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RULE 6

Maintenance of confidentiality

1. A panellist shall not, at any time, disclose any non-public information concerning the proceedings or acquired during the proceedings, nor use it except for the purpose of the proceedings. A panellist shall not, in any case, disclose or use such information to gain personal advantage or advantage for others or to adversely affect the interest of others.
2. A panellist shall not disclose a report or decision of the panel, or parts thereof, prior to its publication in accordance with Article 17.27(1) (Transparency).
3. A panellist shall not, at any time, disclose the deliberations of a panel, or any panellist's view, nor make any statements on the proceedings for which they have been appointed or on the issues in dispute in the proceedings.

RULE 7

Obligations of former panellists

1. Each former panellist shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision of the panel in which they served.

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2. Each former panellist shall comply with the obligations set out in Rule 6 (Maintenance of confidentiality).

RULE 8

Expenses

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

RULE 9

ADR providers

This Code of Conduct shall apply to ADR providers, mutatis mutandis.
