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# Draft Code of Conduct for Adjudicators in International Investment Disputes Version Three

**VERSION 3 DRAFT**

**CODE OF CONDUCT FOR ADJUDICATORS  
IN INTERNATIONAL INVESTMENT DISPUTES**

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IN INTERNATIONAL INVESTMENT DISPUTES  
Version 3**

**Introduction**

1. Version 3 of the draft Code of Conduct reflects written comments received to date and discussions in meetings convened jointly by the UNCITRAL and ICSID Secretariats.
2. The following background documents are available on the UNCITRAL and ICSID websites: Version 1 of the draft Code (May 2020) (also contained in UNCITRAL document A/CN.9/WG.III/WP.201) with compilation of comments; Version 2 of the draft Code (April 2021) with compilation of comments; and background papers on double hatting, issue conflict, and repeat appointment.
3. The proposed revised text in version 3 is in colored boxes. It incorporates changes suggested by States and observers. The *explanation of changes* below each section addresses text changes proposed and/or incorporated in this version.
4. As urged by numerous commentators, version 3 of the Code seeks to create a “balanced, realistic and workable” document. It seeks to address practical issues that may arise, to avoid unknown or ambiguous concepts, and to use concise drafting.
5. Version 3 maintains the basic structure of version 2 and consolidates consensus reached to date. It also notes those issues where further discussion is required.
6. One outstanding issue that permeates the Code is how to address distinctions stemming from the nature of *ad hoc* arbitration as compared to adjudication by a permanent standing mechanism.
7. Different proposals were made in this respect. Some comments noted the specific distinctions required in each Article to reflect attributes of a permanent mechanism as compared to *ad hoc* arbitration. Others proposed drafting a separate Code applicable to members of a permanent mechanism. By contrast, some comments stated that it was premature to draft separate Codes for a permanent body and for arbitral tribunals. Similarly, others proposed to delete the Code definition of “Judges” and other provisions relevant to Judges, as these might prejudice the outcome of a discussion on a standing mechanism.
8. At this stage, it is necessary to take a decision on the desired drafting approach (separate Codes for arbitration and a permanent mechanism, or a single Code applying to both arbitration and a permanent mechanism). Pending direction in this respect, version 3 of the Code has maintained its application to both Arbitrators and Judges, and has not proposed “arbitrator-specific” or “Judge-specific” provisions.

9. An updated paper addressing potential methods to implement the Code has been issued separately by UNCITRAL as document A/CN.9/WG III/WP.208 and is posted on the UNCITRAL and ICSID websites.
10. A preliminary draft of a Commentary to accompany version 3 is in preparation and will be issued prior to discussion on version 3 of the Code.

## DRAFT TEXT

### CODE OF CONDUCT FOR ADJUDICATORS IN INTERNATIONAL INVESTMENT DISPUTES

#### Article 1 Definitions

For the purposes of this Code:

1. “Adjudicator” means Arbitrator and Judge;
2. “Arbitrator” means a member of an *ad hoc* arbitral tribunal ~~or panel~~, or a member of an ICSID *ad hoc* Committee, who is appointed to resolve an “International Investment Dispute” (IID);
3. “Assistant” means a person working under the direction and control of an Adjudicator to assist with case-specific tasks, ~~including research, review of pleadings and evidence, drafting, case logistics and similar assignments~~, as agreed with the disputing parties;
4. “Candidate” means a person who has been contacted regarding potential appointment as an Arbitrator, or who is under consideration for appointment as a Judge, but who has not yet been confirmed in such role;
5. “International Investment Dispute” (IID) means a dispute arising pursuant to the investment promotion and protection provisions in an international treaty;
6. “Judge” means a person appointed as a member of a standing mechanism for IID settlement;
7. “Treaty Party” means a State or Regional Economic Integration Organization (REIO) that is a Party to the treaty upon which consent to adjudicate is based.

#### *Explanation of Changes:*

11. Article 1(2) defines “Adjudicator” as a collective expression for both Adjudicators and Judges. Therefore, the word “and” is maintained (instead of “or” as proposed in several comments).
12. Article 1(2) does not include conciliators, factfinders, or mediators. Nor does it include other participants in a dispute such as the parties, counsel, expert witnesses, tribunal-appointed witnesses, or funders. The proposal to broaden the category of persons subject to the Code

has not been included in version 3 as the mandate and role of other participants is different from that of Adjudicators.

13. Once the Code has been finalized, States may consider Codes specifically tailored to other participants in a case. In the interim, disputing parties may agree to apply this Code to other types of decision-makers, *mutatis mutandis*.
14. Article 1(2) replaces “*ad hoc*” tribunal with “arbitral” tribunal to avoid confusion between *ad hoc* and institutional arbitration. The word “panel” has also been deleted as this word was unnecessary.
15. The term “resolve” in Article 1(2) is maintained in preference to the term “adjudicate” to avoid overlap with the term “Adjudicator”.
16. Article 1(3) defines “Assistant”. The notions of “direction” and “control” are retained to better explain the relationship of an Assistant to an Adjudicator.
17. Article 1(4) defines “Candidate”. It retains the phrase “confirmed in such role” in the final line to reflect the fact that some arbitral rules require both acceptance and appointment of an arbitrator.
18. As currently envisioned, Article 1(4) would apply to the selection of both “*ad hoc*” Judges for a standing body and permanent Judges named to the standing body. Article 2(3) addresses the application of the Code to Candidates.
19. Article 1(5) defines international investment dispute (“IID”). As currently defined, “IID” refers only to disputes where the source of consent to adjudicate is an international treaty addressing the promotion and protection of investment. The treaty might offer: (i) ISDS (claimant is an investor); (ii) State-State dispute settlement (claimant is a State); or (iii) both ISDS and State-State adjudication of the treaty’s investment obligations. The current version of the Code would not apply to cases where consent to adjudicate the IID is based on a contract or foreign investment law.
20. If it were decided that the Code should also apply to IID pursuant to investment contracts or foreign investment laws, additional language addressing the source of consent to adjudication (contract, investment law, or treaty) would be required in the definition of IID. This question should be decided at this stage as it affects further drafting.
21. Article 1(7) adds a definition of “Treaty Party”. This allows the Code to distinguish between the disputing parties, on the one hand, and the State or REIO that is acting as a non-disputing party or non-disputing Treaty Party in the proceedings.
22. Some comments suggested additional definitions could be included for “conflict of interest”, “integrity”, “fees”, “costs”, “third-party”, “non-public information”, “*ex parte* bias”, and “appearance of bias”. Some of these definitions have been added, or clarified in the relevant provision, whereas others are generally used terms that have not been defined in the text.

## Article 2 Application of the Code

1. Articles 3 to 5, 6(1), ~~7(3) and 8~~ and 7 to 11 of this Code apply to Adjudicators in IID proceedings.
2. Adjudicators shall take reasonable steps to ensure that their Assistants are aware of, and comply with, the Code.
3. Articles 6(2), ~~7(1), 7(2)~~ 7, 8(1), ~~and~~ 8(3), 8(4), 10 and 11 of this Code apply to Candidates from the date they are first contacted concerning a possible appointment.
4. ~~[Articles 7(3) and 8 of this Code continues to apply to Adjudicators after the conclusion of the IID proceeding].~~
5. ~~[This Code shall not apply if the treaty upon which consent to adjudicate is based contains a Code of Conduct for proceedings initiated pursuant to that treaty.]~~
4. OPTION 1: This Code shall not apply if the treaty upon which consent to adjudicate is based contains a Code of Conduct for IID pursuant to that treaty, unless [and to the extent that] the Treaty Parties [or the disputing parties] agree otherwise.
4. OPTION 2: This Code shall apply unless otherwise modified by provisions in a Code of Conduct for IID [or other ethical obligations] for Adjudicators included in the treaty upon which consent to adjudicate is based.

### *Explanation of Changes:*

23. Article 2 simplifies the “Application” section of the Code and lists the provisions applicable to Adjudicators and Candidates. One comment noted that Articles 2(1), (3) and (4) were unnecessary as they are evident from the Code as a whole, however others found this enumeration of applicable obligations useful.
24. A comment suggested that Article 2 should distinguish between the provisions applicable to: (i) Adjudicators (Articles 3, 5(3), 6(1), 7(3), 8, 9, 10(1), 10(4) and 10(5)); (ii) Arbitrators only (Articles 4(1), 5(1), 10(2), 10(3)); and (iii) Judges only (Articles 4(2) and 5(2)). This approach has not been implemented at this stage given the differing views on how to address distinctions stemming from the nature of arbitration as compared to adjudication by a permanent standing mechanism (see introduction, above).
25. This Code does not apply to Tribunal-appointed experts given the different roles played by Adjudicators and Tribunal-appointed experts, and the applicable procedural rules and law concerning the role of a Tribunal-appointed expert.

26. Article 2(1) reflects changes to the paragraph numbering in Article 7.
27. Questions remain concerning the application of the Code to Assistants in Article 2(2). As currently drafted, the Assistant has no direct obligations under the Code; rather, the direct obligation is on the Adjudicator to take reasonable steps to ensure that the Assistant knows of, and complies with, the Code.
28. Several comments proposed to apply the Code directly to Assistants. Other comments suggested including a list of Code obligations specifically applicable to Assistants, for example that Articles 3, 4, 7, 8 and 10 apply to Assistants. A further suggestion was to wait until the Code was finalized to list those provisions applicable to Assistants.
29. A question to be decided at this stage is whether the Code should apply directly to Assistants. If the Code were to apply directly to Assistants, which Code obligations should apply to Assistants, how would a breach be determined, and how would a breach be sanctioned? If the Code did not apply directly to Assistants, which obligations would they be expected to comply with, how would failure to comply be addressed, and how would they be sanctioned for non-compliance? As this question affects the approach to drafting the Code, it should be decided at this stage.
30. In addressing this issue in the Code, the differences between Adjudicators and Assistants should be considered. Assistants: (i) are not the decision-makers in a case; (ii) are not “appointed” to a case; (iii) do not exercise discretionary powers; (iv) are not authorized to discharge core tasks of the Adjudicator such as convening a hearing, questioning witnesses, or issuing an Award; (v) act on instructions from and under the control of an Adjudicator; (vi) are not subject to formal challenge or other sanction; and (vii) can be removed by direction of the Adjudicators.
31. One commentator requested clarification on whether “Assistants” included Tribunal-appointed experts, tribunal secretaries, and registries. The term “Assistant” is defined in Article 1 and will be further addressed in the Commentary. The Commentary will note that “Assistant” does not include Tribunal-appointed experts or registry staff. It is intended to apply to persons under the direction and control of the Adjudicator, with case-related tasks as defined in Article 1(3). As previously discussed, the Commentary will also note that the Code would not apply to Assistants employed by a permanent mechanism or an arbitral institution, as such Assistants are not employed by the Adjudicator and they are bound by court/institution-specific contractual and ethical requirements.
32. Article 2(3) reflects proposed changes to Articles 7 and 8.
33. Article 2(3) adds a reference to Article 10, requiring Candidates to make disclosures consistent with Article 10. A Candidate who ultimately is not proposed for appointment obviously would not make disclosures to the disputing parties.
34. Several comments proposed that the Code permit *ex parte* communications after the proceeding concludes, noting that Article 8 is sufficient to preserve confidentiality



obligations continuing after termination of the proceeding. This revision is now reflected in Article 7 of version 3. Given this revision to Article 7, Article 2(4) of version 2 has been deleted.

35. One comment proposed to refer to Article 3 in Article 2(3), thereby making candidates subject to the obligation to be independent and impartial. However, a Candidate is not required to be independent and impartial. To the contrary, the disclosure process outlined in the Code allows disputing parties to determine whether the Candidate is impartial and independent, whether specific disclosures need to be made, and whether any waiver of potential non-compliance is appropriate. As a result, a reference to Article 3 has not been added in Article 2(3).
36. Article 2(4) (Article 2(5) in version 2) addresses the interaction of this Code with any treaty-specific Code of Conduct. It provides that the treaty-specific Code would apply in preference to this Code.
37. Different views were expressed on this order of precedence. Some comments supported this approach because it enables treaty parties to adopt different obligations in treaty-specific Codes. Other comments suggested the opposite, i.e., that this Code should take precedence over a treaty-specific Code to encourage overall harmonization of standards.
38. Several comments proposed to apply this Code in a supplementary manner, so that this Code would apply in addition to the treaty-based Code. Text suggestions to implement this approach included language applying this Code to the extent it is “compatible with” or “not incompatible with” or “unless otherwise modified by” a treaty-based Code. Options 1 and 2 in the text reflect these suggestions.
39. In considering this issue, delegates should consider whether the approaches in Option 1 or 2 could render the Code difficult to apply in practice. For example, how would a potential Adjudicator know which of two potentially applicable Codes must be complied with when considering an offer of appointment and drafting a declaration as to impartiality? Similarly, how would disputing parties know whether a treaty-based Code has effectively modified this Code when formulating a challenge to the Adjudicator?
40. A reference to “IID” has been added in Article 2(4) to ensure that the rule of precedence for treaty Codes of Conduct is not construed as including treaty Codes designed for State-State disputes that are not based on investment obligations.
41. Version 3 also adds that parties may “agree otherwise” on the precedence of a treaty-based Code over this Code. Delegates should consider whether the ability to “agree otherwise” in Option 1 of Article 2(4) is limited to agreement between the Treaty Parties (likely in the treaty) or whether disputing parties should be able to “agree otherwise” on a case-by-case basis.
42. The discussion on the precedence of this Code and any treaty-specific Code is linked to decisions on implementation of the Code, and therefore needs to be decided at this stage.

### Article 3 Independence and Impartiality

1. Adjudicators shall be independent and impartial. ~~and shall take reasonable steps to avoid bias, conflict of interest, impropriety, or appearance of bias;~~
2. ~~In particular, Adjudicators shall not~~ Article 3(1) encompasses the obligation not to:
  - (a) ~~[~~be influenced by self-interest, fear of criticism, outside pressure, political considerations, or public clamor;~~]~~
  - (b) be influenced by loyalty to a Treaty Party ~~to the applicable treaty~~, or by loyalty to a disputing party, a non-disputing party, or a non-disputing Treaty Party in the ~~proceeding~~ IID;
  - (c) take instruction from any organization, government or individual regarding the matters addressed in the IID;
  - (d) allow any past or ~~existing~~ present financial, business, professional or personal relationship to influence their conduct or judgement;
  - (e) use their position to advance any personal or private interest; or
  - (f) assume an obligation or accept a benefit ~~during the proceeding~~ that could interfere with the performance of their duties.

#### *Explanation of Changes:*

43. Some commentators proposed to separate the general ethical duty to be independent and impartial from the corollary duties listed in Article 3(1) of version 2.
44. These comments suggested deletion of the additional list of criteria in Article 3(1), as it raised questions about whether they are additional, and stand-alone, ethical obligations of Adjudicators or whether they are simply examples of the general requirement to be independent and impartial. These criteria are not intended to be independent or stand-alone obligations.
45. Accordingly, the sentence “*and shall take reasonable steps to avoid bias, conflict of interest, impropriety, or apprehension of bias*” is deleted from Article 3(1), making it clear that there is one core obligation of independence and impartiality.
46. One comment suggested adding an explanation of the relationship between independence and impartiality. As observed in the comments to version 1 (para. 34), there is widespread understanding of independence and impartiality as distinct, but closely related, concepts. As

explained in *Suez v. Argentina*, “[T]he concepts of independence and impartiality, though related, are often seen as distinct, although the precise nature of the distinction is not always easy to grasp. Generally speaking, independence relates to the lack of relations with a party that might influence an arbitrator’s decision. Impartiality, on the other hand, concerns the absence of a bias or predisposition toward one of the parties.” This distinction will be noted in the Commentary.

47. Several comments proposed to add an obligation concerning the *appearance* of independence and impartiality in Article 3(1). In discussing this point, delegates should consider the distinction between the Adjudicators’ ethical duty to be independent and impartial and the threshold for disqualification: (i) the ethical duty is to be independent and impartial; (ii) the standard of *appearance* is applicable to disqualification proposals, i.e. the arbitrator can be disqualified if a reasonable third person consider that there is an *appearance* of lack of independence and impartiality; (iii) Article 3 does not establish a standard of disqualification; it sets out the primary ethical duty for adjudicators. The commonly accepted standard for disqualification is an objective standard, based on a reasonable evaluation by a third party of the relevant facts and circumstances. This standard is adopted in the ICSID Arbitration Rules, UNCITRAL Arbitration Rules, and the IBA Guidelines on Conflicts of Interest.
48. Several comments raised concerns about the scope and nature of the examples in Article 3(2). An amendment to the chapeau in Article 3(2) to make clear that these are examples of situations that may affect the independence and impartiality of Adjudicators. As noted in version 2 of the Code, the determination of whether there is a breach of the Code is highly fact-dependent.
49. Some comments addressed the concepts in Article 3(2)(a), pointing out their *subjective* nature, while others described these concepts as *emotions*, rather than objective criteria, which could lead to frivolous challenges. The text is now bracketed for further discussion.
50. One comment suggested deleting “to the applicable treaty” on Article 3(2)(b). The phrase is deleted as it has become unnecessary given the definition of “Treaty Party” in Article 1(7).
51. Comments to Article 3(2)(d) suggested including a duty to avoid allowing *prospective* relationships to influence the Adjudicators’ conduct or judgement. This would require the Adjudicator to guess future relationships and their potential impact on impartiality and independence. In addition, pursuant to Article 10 of the Code, adjudicators must disclose what they know at the time of making their declaration (even if it will occur in the future), and they have the complementary continuing duty to make disclosures based on newly discovered information as soon as they become aware of such information.
52. One comment proposed extending to former adjudicators a duty to avoid actions that could create an appearance that they were not independent and impartial during the proceedings or that they derived undue advantage from their rulings. While such an obligation would be very difficult if not impossible to enforce, delegates should note that pursuant to Article 8(3)

of the Code, the adjudicators' duty of confidentiality, which would encompass many of such situations, extends indefinitely beyond the end of the proceeding.

53. A number of comments suggested including illustrative examples in Article 3. The IBA Guidelines on Conflicts of Interest contain many examples of common situations which could be used for this purpose. The Commentary to the Code could add specific examples relevant to IID.

#### **Article 4 Limit on Multiple Roles**

~~[Unless disputing parties agree otherwise, an Adjudicator in an IID proceeding shall not act concurrently as counsel or expert witness in another IID case [involving the same factual background and at least one of the same parties or their subsidiary, affiliate or parent entity].~~

##### **OPTION 1: "FULL PROHIBITION"**

An Adjudicator in an IID shall not act concurrently as a legal representative or expert witness in another IID case [or in any other proceeding relating to the application or interpretation of [an][the same] investment treaty] unless the disputing parties agree otherwise.

##### **OPTION 2: "MODIFIED PROHIBITION"**

Unless the disputing parties agree otherwise, an Adjudicator in an IID shall not act concurrently as a legal representative or expert witness in another IID [or other proceeding] involving:

- (a) the same measures;
- (b) [substantially] the same legal issues;
- (c) one of the same disputing parties or its subsidiary, affiliate, parent entity, State agency, or State-owned enterprise; or [and]
- (d) [the same treaty].

##### **OPTION 3: "FULL DISCLOSURE" (WITH OPTION TO CHALLENGE)**

Adjudicators shall disclose whether they concurrently act as a legal representative, expert, or in any other role on cases involving the same or related parties, the same measures, or [substantially] the same legal issues as are at issue in the IID.

*Explanation of Changes:*

54. Different views were expressed on the approach to restrictions on Adjudicators playing multiple roles (“double hatting”). While the topic is more frequently discussed in the context of arbitration, it is unclear whether and to what extent it might be relevant to members of a standing body. Consistent with the approach throughout version 3, this text does not distinguish between Judges and Arbitrators (see introduction, above). Such a distinction could be further addressed in a separate Code for a permanent mechanism, and in particular, once the scope of employment and post-employment roles of Judges on a permanent mechanism is further elaborated.
55. In the interim, it would be useful for delegations to consider the proposed options in Article 4 before further drafting of the Code. Considerations relevant to this discussion are found in the paper on double hatting, the compilations of comments, and below.
56. The text options proposed reflect the three main approaches suggested by commentators.
57. Some comments supported an absolute prohibition on double hatting. This approach is reflected in Option 1, above. The policy rationale for Option 1 as suggested by commentators is that: (i) it is a bright-line rule that can easily be applied by Adjudicators and disputing parties; and (ii) it best preserves the legitimacy of IID.
58. One comment suggested extending the full prohibition on double hatting to acting as a legal representative or expert witness in both IID and in non-IID cases in which the application or interpretation of investment treaties are at issue. This is reflected in the brackets to Option 1 (“[or in any proceeding relating to the application or interpretation of an investment treaty],”) and Option 2 (“IID [or other] proceeding”), above.
59. Some comments suggested a modified prohibition on double hatting that limits the practice based on specific criteria. This approach is reflected in Option 2, above. The policy rationale for Option 2 as suggested by commentators is that it achieves the ethical objectives of a prohibition but with fewer adverse consequences on diversity and party freedom of adjudicator selection. In particular, commentators mentioned that: (i) it better targets those appointments that raise actual conflict rather than generically excluding a broad category of Adjudicators *ex ante*; (ii) it gives parties greater freedom of choice to select among potential Adjudicators; (iii) it would exclude fewer qualified Adjudicators; (iv) it would reduce the likelihood of repeat appointment; (v) it is less likely to create barriers to new entrants to the field; and (vi) by creating fewer barriers to entry, it encourages diversity of Adjudicators.
60. Those suggesting Option 2 (modified prohibition) proposed some wording changes. These include: (i) change “or” to “and” in the list of conditions in Option 2, making the conditions cumulative; (ii) refer to cases raising similar legal issues; and (iii) add cases under the same treaty.
61. If the approach in Option 2 is selected, further consideration must be given to the meaning of each of the listed conditions (a – d). For example, what types of cases raise “substantially

the same legal issues”? Would this be triggered simply by concurrent cases considering a breach of an expropriation obligation in a treaty, or would it require greater similarity between the cases?

62. Further consideration of Option 2 should also address whether conditions (a) to (d) are cumulative (“and”) or whether the presence of any one of them (“or”) is sufficient to exclude an Adjudicator under Article 4.
63. Other comments suggested that concurrent multiple roles should be addressed by extensive disclosure of the concurrent roles combined with the possibility of challenge (as proposed in Article 6, version 1), rather than through an *ex-ante* prohibition (absolute or modified). This is reflected in Option 3, above.
64. The policy rationale for Option 3 as suggested by commentators is that: (i) it allows assessment of situations most likely to cause conflict and better targets those appointments that raise actual conflict rather than simply excluding a broad category of Adjudicators *ex ante*; (ii) it is based on specific facts rather than an *ex-ante* limit defined by the role played; (iii) it best supports party autonomy in appointment; (iv) it does not constrain the development of new entrants in the field; (v) it would minimize the risk of unintended consequences; (vi) it would prevent an increase in repeat appointment; and (vii) it would avoid the potential adverse effect on diversity caused by a prohibition.
65. Delegations should decide which of these options is preferable prior to further drafting.
66. Most comments agreed with the proposed application of Article 4 to legal representatives and expert witnesses only, noting that these would be the main roles with respect to which concern might arise. While other categories could be added, the draft proposes to address only legal representatives and expert witnesses as these are the most relevant situations.
67. One comment proposed that “expert witness” be replaced by “party-appointed expert or witness”. This has not been adopted as the conflict concerns arising from concurrently giving expert testimony and acting as a legal representative are often the same whether a party or the tribunal appoints the expert. Delegates may wish to further discuss this question.
68. Several commentators suggested that Article 4 should apply only to Arbitrators, as Judges would be prohibited from double hatting. Specific language was proposed barring Judges from playing multiple roles, based on prohibitions in several existing international courts. Pending further consideration of this matter, the Article remains applicable to Adjudicators as a placeholder.
69. Several delegations raised concern that Article 4 created a risk that an arbitrator might resign mid-arbitration to undertake lucrative counsel work that unexpectedly arose and wanted wording to mitigate this possibility. This concern could arise under any of the options above. The continuing obligations under Article 8 would apply under all of these options.

70. Most comments agreed that disputing parties should be entitled to consent to an Adjudicator concurrently acting in multiple roles, though several viewed this as inconsistent with the overall policy rationale for a prohibition.
71. Some comments proposed that Article 4 be expressly linked to Article 10 in the text to ensure that consent to double hatting is informed consent. As Article 10 is mandatory and serves multiple purposes, there might be no need to expressly link it to Article 4 in the text.

### **Article 5 Duty of Diligence**

1. Adjudicators shall perform their duties diligently throughout the proceeding. ~~and shall refuse competing obligations.~~ They shall be reasonably available to the disputing parties and the administering institution, ~~shall~~ dedicate the necessary time and effort to the proceeding, and ~~shall~~ render all decisions in a timely manner.
2. Adjudicators shall not delegate their decision-making function to an Assistant or to any other person.

#### *Explanation of Changes:*

72. Several comments addressed the term “competing obligations” in Article 5, suggesting it was unclear, describing it as “generic and open ended”, “unnecessary” and “vague.” One State suggested to include in the Commentary a clarification that *competing obligations* shall include “taking on new cases or responsibilities that prevent or unduly delay the adjudicator’s ability to fulfil its duties with respect to existing proceedings.” The term has been deleted. The expectation is that the adjudicators will be, and remain, available to enable the proceeding to advance expeditiously and that they would prioritise the IID in their workload.

### **Article 6 Other Duties**

1. Adjudicators shall:
  - (a) display high standards of integrity, fairness, and competence; and
  - ~~(b) make best efforts to maintain and enhance the knowledge, skills, and qualities necessary to fulfil their duties; and~~
  - ~~(c)~~ (b) treat all participants in the proceeding with civility.

2. Candidates ~~should~~shall decline an appointment if they believe they do not have the necessary competence, skills, or availability to fulfill their duties.

73. Some comments suggested deleting Article 6(2)(b) of version 2: “make best efforts to maintain and enhance the knowledge, skills, and qualities necessary to fulfill their duties”, as the duty of **competence** is already covered by Article 6(1)(a). Other comments stressed that Article 6(2)(b) was too broad and would appear vulnerable to tactical challenges by a disputing party. The provision has therefore been deleted. As explained in commentary to version 1 of the Code, the duty of competence extends from the moment of selection of an adjudicator and continues throughout the proceeding.
74. One comment sought clarification as to which “participants in the proceeding” are included in Article 6(1)(c) (now (b)). Given the nature of these duties, they extend to all participants in the proceeding, including counsel, other adjudicators, witnesses and experts.
75. A number of comments asked whether Article 6 introduces ethical duties beyond what is expected from Adjudicators under commonly accepted rules. The duties described in Article 6 are commonly used in dispute settlement mechanisms and fall within generally accepted concepts (e.g. Article 14 of the ICSID Convention states that arbitrators shall be “...persons of **high moral character** and **recognized competence** in the fields of law, commerce, industry or finance, who may be relied upon to exercise independent judgment.”)

#### **Article 7**

#### **Communications with a Party**

- ~~1. Any pre-appointment communication with a Candidate concerning a potential appointment shall be limited to discussion concerning the expertise, experience, and availability of the Candidate and the absence of any conflict of interest. Candidates shall not discuss any issues pertaining to the case, including jurisdictional, procedural, or substantive matters that they reasonably can anticipate will arise in the case. [The contents of any pre-appointment communication concerning the proceeding between the Candidates and a party shall be fully disclosed to all parties upon appointment of the Candidate.]~~
- ~~2. An Adjudicator shall not have any *ex parte* contacts with any person concerning the proceeding during the proceeding, other than communications contemplated by the applicable rules or treaty or consented to by the disputing parties.~~

#### Article 7

#### Ex Parte Communications of a Candidate or Adjudicator

1. A Candidate or Adjudicator shall not have any *ex parte* communication concerning the IID [during the proceeding], except as follows:



(a) to determine a Candidate’s expertise, experience, ability, availability, and the existence of any potential conflicts of interest;

(b) to determine the expertise, experience, ability, availability, and the existence of any potential conflicts of interest of a Candidate for Presiding Adjudicator, if both disputing parties so agree;

(c) as otherwise permitted by the applicable rules or treaty or agreed by the disputing parties.

2. Communications permitted by Article 7(1) shall not address any issues pertaining to [the merits of the case, including] jurisdictional, procedural, or substantive issues that the Candidate or Adjudicator reasonably anticipates could arise in the IID.

3. “Ex parte communication” means any oral or written communication between a Candidate or Adjudicator and a disputing party, its legal representative, affiliate, subsidiary or other related person, without the presence or knowledge of the opposing disputing party.

*Explanation of Changes:*

76. Article 7 has been fully revised to address the comments received. This version borrows substantially from the IBA Guidelines on Party Representation.
77. The title of Article 7 has been changed to “*Ex Parte* Communications of a Candidate or Adjudicator”. This reflects the scope of the proposed revised provision.
78. Numerous comments proposed to apply Article 7 to communications with a variety of persons, including agents and third-party funders. As proposed, Article 7 applies to communications between Candidates/Adjudicators and disputing parties, and Article 8 addresses confidentiality more generally, including with respect to persons other than the disputing parties.
79. Delegations should consider whether the prohibition on *ex parte* communication should survive the proceeding, i.e., “[during the proceeding]” in proposed Article 7(1). Many commentators proposed to permit communications about the case between a disputing party and the Adjudicator after the case had concluded. In their view, the transparency and conflict concerns motivating the provision would no longer apply at this point.
80. Article 7(1)(a) accommodates the practice of pre-appointment interviews, but limits their scope to the Candidate’s expertise, experience, ability, availability, and absence of conflict. This is further elaborated on in Article 7(2).

81. Some comments suggested that Article 7(1) should not apply to Judges on a permanent mechanism. For the reasons noted in the introduction above, this has been maintained as a placeholder pending further direction on this topic.
82. Article 7(1)(b) accommodates the practice of disputing parties communicating with a potential appointee as Presiding Arbitrator. It maintains the strict limits on the scope of the communication and adds that such communication may only be with consent of both disputing parties, and hence not a unilateral communication with a single disputing party.
83. Article 7(3) defines “*ex parte* communication”. It could be placed in Article 1 (definitions), but has been put in Article 7 for reader convenience, as this is the only provision where “*ex parte*” is used.

## Article 8 Confidentiality

1. Candidates and Adjudicators shall not:
  - (a) disclose or use any ~~non-public~~ information concerning, or acquired in connection with, ~~a proceeding~~ an IID except for the purposes of that proceeding or in accordance with Article 8(2) [or Article 8(4)];
  - (b) [disclose or use any information concerning or acquired in connection with a ~~proceeding~~ an IID to gain personal advantage, advantage for others, or to adversely affect the interests of others.]
2. Adjudicators shall not:
  - (a) disclose the contents of deliberations or any view expressed by an Adjudicator during the deliberation;
  - (b) disclose any draft of a decision, order ruling or award to the disputing [and non-disputing] parties prior to rendering ~~delivering it to them~~, unless the applicable rules or treaty so permits or the disputing parties agree otherwise;
  - (c) ~~publicly~~ disclose any decision, order ruling or award ~~in which they participated they have rendered~~, except in accordance with the applicable rules or treaty or with consent of the disputing parties;
  - (d) [comment on any decision, order or award in which they participated [unless that decision, order or award is public.]]
3. The obligations in Article 8 shall survive the end of the proceeding and shall continue to apply indefinitely.

4. [The obligations in Article 8 shall not apply to the extent that that a Candidate or Adjudicator is legally compelled to disclose confidential information in a court or other competent body or must disclose such information to protect his or her rights in a court or other competent body].

*Explanation of Changes:*

84. Article 8(1) imposes a general duty not to use information concerning or acquired in connection with a proceeding except for the purposes of that specific proceeding or in accordance with Article 8(2) and 8(4). This applies to both Candidates and Adjudicators.
85. The term “non-public” in Article 8(1) has been deleted. As a result, the Adjudicator is expected not to use any information acquired in the proceeding (public or confidential), unless this is authorized pursuant to Article 8(2). This revision allows for discrete exceptions to confidentiality, but otherwise requires the Adjudicator not to disclose information acquired in the IID.
86. Given the broad scope of Article 8(1)(a), delegates may wish to consider whether Article 8(1)(b) is necessary, or whether it could be deleted as it is inherent in Article 8(1)(a).
87. A comment noted that a Candidate for a standing body would be unlikely to have access to case-specific information and suggested that Article 8(1) be limited to Candidates for Arbitrator appointments. As with prior Articles, the term “Adjudicator” has been maintained as a placeholder in version 3.
88. Article 8(2)(b) and (c) have been revised to allow disclosure with the consent of the disputing parties.
89. Article 8(2)(b) proposes to allow disclosure of drafts to disputing and non-disputing parties in accordance with the relevant rules, treaty, or party consent. This would allow an Adjudicator to share a draft with an amicus or a non-disputing Treaty Party if they are entitled to comment on the draft.
90. Article 8(2)(c) prohibits disclosure of an Award after it has been rendered, except in accordance with the relevant rules, treaty or with party consent. It reinforces applicable transparency mechanisms which regulate how and when a ruling enters the public domain. One comment proposed that Article 8(2)(c) refer expressly to a decision not “in the public domain”. This is the effect of the wording in Article 8(2)(c) and will be further noted in the Commentary.
91. Article 8(2)(d) has been added in accordance with a suggestion in the comments. It is in brackets pending discussion by delegations.
92. The obligation in Article 8 applies indefinitely, including after the proceeding has concluded or a person ceases to be a Candidate or Adjudicator (Article 8(3)).

93. Some comments suggested replacing Article 8(3) by references to “former Candidates” and “former Adjudicators” in Articles 8(1) and 8(2); others supported the current text in Article 8(3). The current formulation is retained to avoid any doubt as to whether a person who is no longer a Candidate and was not selected as an Adjudicator is nonetheless bound not to disclose information learned by virtue of their candidacy.
94. A comment noted that the obligations in Article 8 should not apply to the extent that an Adjudicator is legally compelled by a competent body to disclose information or must do so to protect his or her rights in a legal action. Delegates may wish to consider Article 8(4) is a new provision reflecting this exception.

### Article 9 Fees and Expenses

1. Unless otherwise regulated by the applicable rules or treaty, any discussion concerning fees or expenses shall be concluded before or immediately upon constitution of the adjudicatory body.
2. Any discussion concerning fees or expenses shall be communicated to the disputing parties through the entity administering the proceeding, or by the presiding Arbitrator if there is no administering institution.
3. Adjudicators ~~remunerated on a non-salaried basis~~ shall keep an accurate ~~and documented~~ record of their time and expenses attributable ~~devoted~~ to the ~~procedure~~ IID ~~and of their expenses~~, as well as the time and expenses of any ~~a~~ Assistant.

#### *Explanation of Changes:*

95. Article 9 applies to Adjudicators. To the extent that Judges are salaried, there would likely be no discussion concerning fees, and hence the provision would apply only to expenses. It is retained as a placeholder.
96. Article 9(1) is revised to reflect the fact that discussions on fees or expenses might not be able to be addressed until the adjudicatory body has been constituted.
97. The entity administering the proceeding referred to in Article 9(2) could be an arbitral institution or the administrative arm of a standing mechanism.
98. Article 9(3) applies to all forms of remuneration of Adjudicators (i.e., whether salaried or paid based on time spent, an institutional formula, or other formula) to reflect the importance of transparency and accountability for remuneration. The language of the provision has also been abbreviated.

## Article 10 Disclosure Obligations

1. Candidates and Adjudicators shall disclose any interest, relationship or matter that may, in the eyes of the disputing parties, give rise to doubts as to their independence or impartiality, ~~or demonstrate bias, conflict of interest, impropriety or an appearance of bias~~. To this end, they shall make reasonable efforts to become aware of such interest, relationship, or matter.
2. Candidates and Adjudicators shall ~~make disclosures in accordance with paragraph (1) and shall~~ include the following information in their disclosures:
  - (a) Any financial, business, professional, or personal relationship within [the past five/ten years] with:
    - (i) the disputing parties, and any subsidiary, affiliate, ~~or~~ parent entity, State agency or State-owned enterprise identified by the disputing parties;
    - (ii) the legal representatives of either disputing party ~~parties' legal representatives, including all appointments as Arbitrator, [Judge], counsel, or expert witness made by the parties' legal representative in any IID [and non-IID] proceedings;~~
    - (iii) the other ~~Arbitrators, Judges~~ Adjudicators ~~or and~~ expert witnesses in the ~~proceeding~~ IID; and
    - (iv) any third-party funder with a financial interest in the outcome of the ~~proceeding~~ IID and identified by a disputing party;
  - (b) Any financial or personal interest in:
    - (i) the ~~proceeding~~ IID or its outcome; ~~and~~
    - (ii) any other administrative, domestic court or other international proceeding involving ~~substantially~~ the same ~~factual background~~ measures as the IID; and
    - (iii) any other proceeding involving at least one of the same disputing parties or ~~their subsidiary, affiliate, or parent entity as are involved in the IID proceeding~~ entities identified pursuant to Article 10(2)(a)(i); and
  - (c) All IID [and all related non-IID proceedings] in which the Candidate or Adjudicator has been involved in the past [~~5/10~~ five/ten] years or is currently involved in as a counsel legal representative, expert witness, or Adjudicator; ~~and~~ and.

(d) Their appointments as legal representative, expert witness, or Adjudicator made by either disputing party or its legal representative in an IID [and non-IID] in the past [five/ten] years.

3. Candidates and Adjudicators shall make any disclosures in the form of Annex 1 prior to or upon accepting appointment, and shall provide it to the disputing parties, the other Adjudicators in the proceeding, the administering institution and any other person prescribed by the applicable rules or treaty.
4. Adjudicators shall have a continuing duty to make further disclosures based on newly discovered information as soon as they become aware of such information.
5. Candidates and Adjudicators ~~should~~shall err in favor of disclosure if they have any doubt as to whether a disclosure should be made. The fact of disclosure or failure to disclose by an Adjudicator does not by itself establish a breach of this Code.
6. [Following disclosure], disputing parties may agree to waive any potential non-compliance with this Code, unless the applicable rules or treaty provide otherwise.

*Explanation of Changes:*

99. Article 10 now applies to Candidates and Adjudicators. Candidates who become Adjudicators have a continuing duty to make further disclosures pursuant to Article 10(4).
100. Certain paragraphs of Article 10 are not necessarily applicable to Judges. As with prior Articles, the term “Adjudicator” has been maintained as a placeholder in version 3.
101. Several comments suggested that the standard for disclosure in Article 10(1) should be reformulated, as it could be difficult for an arbitrator to assess what raises doubts in the eyes of the parties. One comment proposed to replace the text “in the eyes of the parties, give rise to doubts” with “from the perspective of an objective and informed third party, could be reasonably seen as giving rise to doubts.” Other comments proposed to add the word “justifiable” before “doubts”.
102. Version 3 of the Code distinguishes between the standard for disclosure in the Adjudicator’s declaration (“in the eyes of the disputing parties”) and the standard for disqualification of the Adjudicator. It thus retains the broad standard for disclosure separate from the standard for disqualification and clarifies the matters to be disclosed.
103. The standard for disclosure is intentionally made broad to enhance transparency and to provide the opportunity to assess a conflict of interest or raise any concerns. This standard is complemented by Article 10(5) directing Candidates and Adjudicators to err in favor of disclosure if they have any doubt and Article 10(2), which provides guidance on matters that

should be disclosed. In addition, the Commentary would include examples that provide further guidance.

104. The standard for a successful challenge will depend on the applicable rules and is more restrictive than the standard for disclosure. Arbitrators typically disclose matters that they consider do not affect their independence or impartiality. If they conclude that a matter does affect their independence or impartiality, they should not accept the appointment or should resign. Alternatively, the parties could in certain circumstances waive the conflict of interest that would have otherwise disqualified the arbitrator.
105. Several comments noted that it is unclear whether the requirement in Article 10(1) to disclose matters that “demonstrate conflict of interest, impropriety, or appearance of bias” constitutes separate substantive standards or falls under independence and impartiality. Article 10(1) refers to independence and impartiality, and is streamlined consistent with Article 3.
106. Article 10(2) includes a list of matters that should be disclosed, either because they might raise doubts as to independence and impartiality under Article 10(1) or to enhance transparency. Among other things, it allows Candidates and Adjudicators to reflect on their availability for the case and potential conflicts of interest, and allows parties to ask follow-up questions or raise concerns, e.g. with regard to potential issue conflicts.
107. The list in Article 10(2) is not exhaustive, as there may be matters that are not listed but would be encompassed by Article 10(1). Conversely, not all matters listed in Article 10(2) must be disclosed in accordance with Article 10(1). Delegations are invited to consider examples of disclosures to be made pursuant to Article 10(1) of the Code and that are not addressed by the examples under Article 10(2), to be included in the Commentary.
108. With regard to Article 10(2), delegations are invited to consider examples of disclosures to be made under each sub-paragraph. The Application Lists to the IBA Guidelines contain many examples of common situations which could be used for this purpose. They are divided into a non-waivable red list (conflicts of interest that are so serious they cannot be waived because the person would be acting as his or her own judge), a waivable red list (a serious conflict of interest that the parties can waive), an orange list (situations that may, in the eyes of the parties, give rise to doubts as to the arbitrator’s impartiality or independence) and a green list (situations that need not be disclosed because there is no appearance and no actual conflict of interest from an objective perspective, according to the [IBA Guidelines](#), pp. 17-27). The Commentary could add examples that are relevant to IID and useful in the context of the Code.
109. Article 10(2)(a) aims at identifying relationships between the Candidate/Adjudicator and the disputing parties (i), their legal representatives (ii), other Adjudicators (iii) and third-party funders (iv).
110. Most commented that a five-year time period is sufficient for disclosures under Article 10(2)(a), although some preferred ten years. The Commentary could indicate that matters

under Article 10(2)(a) that meet the standard in Article 10(1) must be disclosed even if they predate the applicable time frame.

111. One commentator suggested to include a reference to State agencies and State-owned enterprises in Article 10(2)(a)(i) concerning relationships with the disputing parties. State agencies and State-owned enterprises were intended to be covered by “affiliate” of the State party to the dispute. However, a clarification to this effect is in the revised provision.
112. Some commentators suggested that a Candidate/Adjudicator be required to conduct a reasonable investigation concerning any entities related to the disputing parties or potential third-party funders involved in the case, in addition to those identified by the disputing parties pursuant to Article 10(2)(a)(i) and (iv).
113. If a Candidate/Adjudicator knows or becomes aware of any entity related to the disputing parties or third-party funder that were not identified by the parties, this should be disclosed pursuant to Article 10(1). However, it might be too onerous to require Candidates/Adjudicators to research all potential entities related to the parties and third-party funders involved. The parties are better positioned to assist the Candidate/Adjudicator with the conflict check by providing the names of the relevant entities and third-party funders.
114. A comment suggested that Article 10(2)(a)(i) should clarify that the disclosure include all appointments that the Candidate/Adjudicator has received from the disputing parties or their subsidiaries, affiliates or parents. To clarify this disclosure requirement, a new sub-paragraph (2)(d) has been added targeting appointments by either a disputing party or its legal representatives.
115. Several comments stated that the appointments to be disclosed should be limited to “IID and related non-IID proceedings.” Version 3 maintains the broader “IID and non-IID” in Article 10(2)(d) because the focus is on a potential financial dependence between Candidates/Adjudicators and the party that appointed them, not on the subject-matter of the proceeding. For example, it might be relevant to know that a party regularly appoints a Candidate/Adjudicator in unrelated commercial arbitration cases.
116. Article 10(2)(c) is now limited to disclosure of “IID [and all related proceedings]” involving Candidates/Adjudicators in any capacity, regardless of who appointed them. Related non-IID proceedings may be relevant for e.g. issue conflicts arising from repeat appointments (e.g. a non-IID arbitration based on a contract involving one of the same parties and the same facts). However, it might be less relevant to know e.g. all commercial arbitration cases which have no connection with any other participant in the IID and are entirely separate matters. If the word “related” is retained, delegations may wish to discuss examples of such proceedings that could be included in the Commentary.
117. One comment suggested a clarification of the reference to entities “identified by the disputing parties” in Article 10(2)(a)(i) and entities “involved in the IID” in Article 10(2)(b)(ii). A party identifies the entities against which a Candidate/Adjudicator should check any potential conflicts of interest pursuant to sub-paragraph 2(a)(i), and the Candidate/Adjudicator



discloses any proceedings involving such entities and in which the Candidate/Adjudicator has any financial or personal interest pursuant to sub-paragraph (2)(b)(ii). This has been clarified in sub-paragraph 2(b)(ii).

118. One comment suggested that the reference in Article 10(2)(a)(ii) to “legal representative” is too narrow and should be expanded by deleting the word “legal.” The reference to “legal representative” is meant to cover all persons and entities authorized to represent a disputing party and includes agents, counsel (including law firms), advocates or other advisors.
119. “Any administrative, domestic court or other international proceeding” in Article 10(2)(b)(ii) has been streamlined to “any other proceeding.” The Commentary could list as examples administrative, domestic court or other international proceedings. In addition, the word “and” in this provision has been replaced with the word “or” as either scenario could give rise to doubts about independence and impartiality.
120. Most commentators welcomed the deletion of the requirement in Article 10(2) to disclose publications and speeches. One comment suggested to include this as a recommended disclosure. The Commentary could recommend that Candidates and Adjudicators provide a list of all publications and make all reasonable efforts to update such list.
121. Several comments noted that Candidates/Adjudicators should not be required to disclose cases that they are prevented from disclosing due to confidentiality obligations. A drafting suggestion was made to add a paragraph providing that “compliance with the above obligations is subject to mandatory ethical obligations as may be applicable to the Adjudicator.”
122. A Candidate/Adjudicator should make a disclosure to the extent possible in accordance with Article 10 (e.g. omitting the name of the parties) to allow the parties to assess the risk to independence and impartiality. If that is not possible due to mandatory rules or contractual obligations, the Candidate/Adjudicator should advise the parties or withdraw from consideration.
123. Article 10(5) has been clarified to state that “the fact of disclosure or failure to disclose does not by itself establish a breach of this Code.” A failure to disclose must be assessed in its context and the circumstances of each case, depending on whether the information that was not disclosed would raise doubts as to the independence or impartiality of the Adjudicator.
124. One comment suggested a provision allowing the parties to waive any conflict of interest, similar to standard 4(c)(ii) of the IBA Guidelines. A draft provision to this effect is included as Article 10(6).
125. Any waiver of lack of independence or impartiality would need to be express and made having full knowledge of the relevant facts and circumstances based on the Candidate’s/Adjudicator’s disclosure. The possibility of a waiver would also be subject to the applicable rules or treaty. For example, a waiver of the qualities required of an arbitrator pursuant to Article 14(1) of the ICSID Convention would not be possible, but the parties may

agree that a certain matter does not affect their reliance upon the arbitrator to exercise independent judgment.

### Article 11

#### ~~Enforcement of~~ Compliance with the Code of Conduct

1. Every Adjudicator and Candidate shall comply with the applicable provisions of this Code.
2. The disqualification and removal procedures in the applicable rules or treaties shall apply to ~~breaches of Articles 3-8~~ the this Code.
3. [Other options based on means of implementation of the Code]

#### *Explanation of Changes:*

126. The title of Article 11 has been changed to “Compliance with the Code of Conduct.” This reflects the expectation that the primary method of implementing the Code will be through voluntary compliance.
127. Several comments suggested that the challenge and removal procedures referred to in Article 11(2) of the Code should not be limited to breaches of Article 3-8 of the Code. The availability of disqualification and removal procedures will depend on the applicable rules or treaties, and the reference to specific provisions of the Code in Article 11(2) is therefore not necessary.
128. Accordingly, Article 11(2) does not create additional grounds for disqualification or removal under the applicable rules or treaties, including under mandatory domestic laws applicable in *ad hoc* arbitrations. For example, under the UNCITRAL Arbitration Rules (2013), an arbitrator could only be disqualified “if circumstances exist that give rise to justifiable doubts as to the arbitrator’s impartiality and independence.” Similarly, in ICSID arbitration proceedings, an arbitrator could only be challenged for manifest lack of the qualities referred to in Article 14(1) of the Convention or because the person was ineligible for appointment.
129. A related issue concerns a failure to disclose pursuant to Article 10 of the Code. Some comments noted that a failure to disclose is not in itself a ground for disqualification but that it could be factually relevant to establishing a breach of the Code. Other comments suggested that a “serious,” “repeated” or “willful disregard” of the disclosure obligation should be subject to Article 11(2) or could give rise to doubts about an Adjudicator’s independence and impartiality.

130. Version 3 of the Code specifies in Article 10(5) that “the fact of disclosure or failure to disclose does not by itself establish a breach of this Code.” The importance of any omission to disclose matters giving rise to a conflict depends on the circumstances of the case.

131. Article 11(3) remains bracketed for further consideration of possible sanctions.

Annex 1

**Declaration, Disclosures and Background Information**

<b>IID Proceeding:</b>	
<b>Adjudicator Name:</b>	
<b>Adjudicator nationality(ies):</b>	

1. I acknowledge having received a copy of the Code of Conduct (attached) for this proceeding. I have read and understood this Code of Conduct [and I undertake to comply with it.](#)
2. To the best of my knowledge, there is no reason why I should not serve as ~~Adjudicator~~ [Arbitrator](#)/Judge in this proceeding. I am impartial and independent and have no impediment referred to in ~~Articles 3–8 of~~ the Code of Conduct.
3. I understand that I have a continuing obligation to make further disclosures based on newly discovered information as soon as I become aware of such information in accordance with Article 10 of the Code of Conduct.
4. I attach my current *curriculum vitae* to this declaration.
5. In accordance with Article 10 of the Code of Conduct, I wish to make the following disclosures and/or provide the following information:
  - a. [INSERT AS RELEVANT] or
  - b. [STATE NO ADDITIONAL DISCLOSURE OR INFORMATION TO BE PROVIDED [AS OF THE DATE OF THE DECLARATION](#)]

<b>Signed</b>	
<b>Date</b>	

## About ICSID

ICSID was established in 1966 by the Convention on the Settlement of Investment Disputes between States and Nationals of Other States. ICSID is an independent, depoliticized and effective dispute-settlement institution. Its availability to investors and States helps to promote international investment by providing confidence in the dispute resolution process.

## About UNCITRAL

The United Nations Commission on International Trade Law is the core legal body of the United Nations system in the field of international trade law. A legal body with universal membership specializing in commercial law reform worldwide for over 50 years, UNCITRAL's business is the modernization and harmonization of rules on international business.