

## CODE OF ETHICS FOR THE PARTIES IN ARBITRATION

### Preamble

Arbitration has its roots in the idea of private autonomy for participants in the commercial activity. Recourse to arbitration is one of the generally recognised mechanisms for resolving private law disputes in a modern legal society. The resolution of such disputes is impossible without respecting the rights and legitimate interests of all participants in the arbitration. In order to ensure that such rights and legitimate interests are respected, and to maintain a high legal culture of conduct in arbitration, the Parties and representatives of the Parties shall follow the standards of conduct inherent in professional representation.

The Parties are represented by both external counsels and in-house lawyers. All of them are members of the profession, which means that they follow the relevant norms of professional ethics. Nevertheless, there may be cases when Parties represent their interests by persons who are not lawyers, or with the help of lawyers who are not bound by the rules of professional responsibility.

The absence of standards of professional responsibility, binding on a representative, should not put their principal in an advantageous position in relation to the other Party or make it possible to use arbitration as a way to satisfy one's illegal interests or obtain any other illegal advantage.

The present Code of Ethics for the Parties in Arbitration, consisting of the Principles of Ethics for the Parties in Arbitration and the Rules of Conduct for the Parties in Arbitration (hereinafter the Code), applies in whole or in part to all the Parties and their representatives in arbitration by agreement of the Parties or at the initiative of the Arbitral Tribunal after consultations with the Parties.

**The term "representative" in the Code applies to the** employees of the representing firm, the principal (Party to the arbitration) and its employees, as well as to any other external counsel, unless the text directly indicates otherwise.

The provisions of the Code should not and cannot replace or modify the mandatory standards of professional responsibility or mandatory provisions of applicable law, which by default bind representatives in their professional activities.

## PRINCIPLES OF ETHICS FOR THE PARTIES IN ARBITRATION

### Respect for Legal System and Arbitration

A representative in arbitration is a participant in a professional process, which obliges him/her to respect the legal system and arbitration, as well as to use the capabilities of arbitration and other legal instruments only for legitimate purposes. The representative shall refrain from any activity in relation to initiated or prospective arbitration, which in the opinion of a reasonable person is illegal or contrary to this Code.

### Professionalism and Professional Communication

Professionalism and trust are integral elements of arbitration. In arbitration, a representative is expected to adhere to high standards of professionalism, honesty, *bona fides* and integrity.

The representative shall adhere to a manner of conduct appropriate to business and professional communication. In all circumstances, the representative should show tact and respect the rights, honour and dignity of the arbitrators, the other Party and its representatives, employees of the arbitration institution and other persons with whom the representative interacts in the course of arbitration.

The representative shall take into account that arbitration, bringing together persons from different jurisdictions, implies respect for possible differences both in legal and professional standards of the

Parties and their representatives. A representative shall under no circumstances allow discrimination in any form, be it on ethnic, religious, gender or other grounds.

### **Efficiency of Arbitration**

Compliance with the principles of professionalism and respect for arbitration is essential for the efficiency of arbitration. The representative shall not take any action that could interfere with the normal course of the arbitration or create obstacles to the further enforcement of the award. Ungrounded statements or procedural steps of the representative aimed at misleading the Parties to the arbitration, unreasonably delaying the arbitration or increasing its cost, violate the principle of efficiency of arbitration.

### **Independence of Representative**

When representing the interests of the principals, the representative shall be guided by the present Code and the rules of applicable law. The representative shall not act in his/her own interests, under external pressure or in accordance with the instructions of the principal, which contradict the rules of applicable law or the Code.

### **Conflicts of Interest**

Unless otherwise provided by applicable law or the standards of professional responsibility, the representative may not represent the interests of the principal in arbitration when there is a conflict of interest between him/her and the principal, another representative's principal, an arbitrator or other participant in the arbitration.

### **Inadmissibility of Corruption in Arbitration**

Corruption in arbitration in any of its forms is unacceptable. The representatives are obliged to deter cases of corruption and to inform the Arbitral Tribunal or arbitration institution about actions of participants in the arbitration that may lead to a violation of this principle.

## **RULES OF CONDUCT FOR THE PARTIES IN ARBITRATION**

### **I. Respect for Arbitration and Arbitrators**

1. The representative shall always proceed from his/her duty to protect the interests of the represented person in good faith, taking into account the need to comply with the basic principles and objectives of the protection of civil rights.
2. The representative shall respect the principles and procedure of arbitration in order to ensure the effectiveness of this mechanism for civil rights protection.
3. The representative should behave with respect to the arbitrators throughout the dispute resolution process. The representative shall help to ensure that an award is rendered following a fair, independent and impartial proceeding in which the Parties act in good faith, fairly and openly, and that ultimately is in the interests of the Parties and is also the primary purpose of arbitration.

#### *Commentary*

The representative in the arbitration shall respect arbitration as one of the mechanisms for the protection of civil rights, along with state court litigation. Like justice administered by the courts, arbitration as an institution in general and arbitrators in particular have a duty towards the society to resolve disputes fairly and justly. This obligation cannot be fulfilled without due consideration by the Parties and their representatives of socially significant functions performed by the Arbitral Tribunal.

This means that, just as justice administered by the state courts cannot be used for illegitimate purposes, arbitration as a mechanism of alternative dispute resolution shall be used by the Parties solely to protect civil rights.

Arbitration should not be used by any of the Parties to achieve unlawful purposes, including the purpose of legalising (laundering) money and the implementation of other illegal schemes.

At the same time, the Parties and their representatives shall act in good faith, including when presenting evidence, interacting with arbitrators, witnesses, experts, as well as with each other, and avoid unlawful actions. The Parties shall openly and honestly state their legal position and not mislead the Arbitral Tribunal and other persons participating in the arbitration.

If the applicable law, the rules of arbitration or the agreement of the parties provide for the confidentiality of the arbitration, the Parties and their representatives are obliged to refrain from disclosing information about the arbitration, including the fact of its existence, representatives of the Parties, case materials, evidence and any other data that become known to the Party or its representative in the arbitration. The Parties and their representatives should not abuse the use of information obtained in the course of arbitration, for personal gain of themselves or others, or to infringe the interests of others.

An arbitral award made following the resolution of a dispute and not performed voluntarily may be subject to consideration in the courts of foreign states in accordance with the provisions of an international agreement.

The arbitral award made following the resolution of a dispute and not performed voluntarily may be subject to consideration in the courts of foreign states in accordance with the provisions of an international agreement. Taking this into account, the Parties and their representatives should be aware that their obligation to act in good faith and respect arbitration is international in nature and is not limited to the jurisdiction of the state which is the seat of arbitration.

Communication between representatives and arbitrators should also be based on mutual respect. In particular, representatives should act in accordance with the Arbitral Tribunal's orders and guidelines in order to maximise the effective resolution of the dispute in accordance with the agreed procedure and applicable law.

## **II. Representative's Obligation to Disclose Identity in a Timely Manner and to Avoid Conflicts of Interest**

1. The representatives shall disclose their identity to the Arbitral Tribunal, the Parties, the arbitration institution and other participants in the arbitration in advance, at the earliest opportunity possible.

2. In the event of a change in the composition of representatives, the Party shall immediately notify the Arbitral Tribunal, other participants in the arbitration, the arbitration institution of the new representative.

3. If a person has accepted representation prior to the constitution of the Arbitral Tribunal and there is a relationship between the formed Arbitral Tribunal and the person that creates a conflict of interest, the representative shall immediately notify the participants in the arbitration, the Arbitral Tribunal and the arbitration institution.

4. Once the Arbitral Tribunal is formed, a person shall refrain from accepting representation if there is a conflict of interest between that person and any of the arbitrators that could potentially lead to a challenge to that arbitrator.

### *Commentary*

Lack of knowledge of the Parties, the Arbitral Tribunal and other participants in the arbitration about the identity of the representative shall not be abused. The representative is in any case obliged to identify himself/herself in any communication with the participants in the arbitration, even if such communication is not related to the arbitration and/or the representation of the interests of the Party to the arbitration. The existence of a relationship between an arbitrator and a representative that causes a conflict of interest can undermine the foundations of arbitration. It may potentially create conditions which give rise to concerns as to the arbitrator's objectivity and independence. In order to exclude a

possible conflict of interest at an early stage, as well as to minimise the potential costs of the Parties associated with the replacement of a representative or the challenge of an arbitrator, the representatives of the Parties are invited to identify themselves to the Arbitral Tribunal, the Parties and the arbitration institution in advance. It is recommended that the International Bar Association's Guidelines on Conflicts of Interest in International Arbitration be used to assess whether there is a conflict of interest.

It is most preferable to disclose the identity of the representative and the change in the composition of representatives to the arbitrators, participants in the arbitration and the arbitration institution immediately after accepting the representation so that all interested parties can assess the possible existence of a conflict of interest.

If the Arbitral Tribunal is formed in such a way that it includes an arbitrator who is in any way connected with a representative who has been empowered prior to the constitution of the Arbitral Tribunal, such a representative, independently of the arbitrator, shall disclose information about a possible conflict of interest. The disclosure does not affect the jurisdiction of the Arbitral Tribunal and the powers of the representative unless either Party objects to the participation of the representative and the arbitrator in particular arbitration. In like manner, the representative is obliged to provide information on a possible conflict of interest if the representation arose after the constitution of the Arbitral Tribunal. If there is an objection by the Party or the Arbitral Tribunal against the participation of such a person in the arbitration, he/she shall refuse to participate in the case as a representative.

In the event that the Arbitral Tribunal finds a violation of any of the foregoing provisions, it may apply the sanctions provided for by the applicable arbitration rules.

### **III. Direct Communication of Representative With the Other Party**

In order to prevent influence on the participants in the arbitration, the representative of a Party should avoid direct contacts with the other Party on issues related to the dispute without the participation of their representatives or without the prior consent of such representatives.

#### *Commentary*

Communication is considered to be any form of contact between a participant in the arbitration and a representative (or a person acting on the instructions of a representative), including meetings, phone calls, the exchange of mail and e-mails, etc.

Communication of the representative with the other Party is not to be considered a violation of this rule if there is no actual opportunity to contact its representatives within a reasonable time (for example, if such communication is due to particular urgency).

### **IV. Communication With Witnesses and Experts**

1. The representative may ask a potential witness or expert to testify or provide an opinion in arbitration if such a possibility is provided by the arbitration agreement, the rules of arbitration or the law of the seat of arbitration.

2. When contacting a potential witness and/or expert, the representative should disclose the reason for the communication, his/her procedural role and the principal.

3. The representative is obliged to notify the potential witness of the right to terminate communication without his/her representative.

4. The representative shall not act with the aim of inducing a witness to give false testimony or an expert to give an opinion that does not reflect the views of the expert, *inter alia*, to communicate in any form views on the factual circumstances about which the witness will testify or views on the issues on which the expert provides an opinion.

5. Unless it follows from the circumstances of a particular dispute, the arbitration agreement, the rules of arbitration or the law of the seat of arbitration or, if it cannot be identified, without the consent of the other Party and the Arbitral Tribunal, the representative should not, *inter alia*:
  - a. discuss with the witness the circumstances of the case;
  - b. inform the expert of the circumstances of the case, except for those circumstances that are necessary for the expert to identify whether the issue falls within the scope of his/her competence;
  - c. assist the witness or expert appointed by the Party in the preparation of a testimony or opinion.
6. A representative may not offer a remuneration to a witness for testifying. The representative may offer reasonable remuneration for the services of an expert nominated by the Party.
7. A Party may compensate for the reasonable expenses of a witness and expert appointed by the Party associated with the preparation for the presentation of testimony and opinions, as well as the presentation itself (for example, travel and accommodation costs).
8. *Ex parte* contacts of an expert appointed by the Arbitral Tribunal with a representative are not permitted.

### *Commentary*

In the course of arbitration, in order to substantiate their position, the Parties may submit witness evidence to the arbitration. The arbitration agreement of the Parties or the rules of arbitration may also provide for the possibility of appointing an expert by the Party to the arbitration, the opinion of which can be used in a similar manner to prove the position of the Party.

The purpose of the testimony and the presentation of the Party-appointed expert's opinion is to obtain information that relates to the circumstances of the case and most fully corresponds to the reality, and also reflects the independent views of the witness or expert.

To avoid conflicts of interest, as well as to mitigate the risk of acting in bad faith, the representative shall disclose his/her identity, as well as identify the principal and his/her procedural role, when contacting a potential witness or expert for the first time.

Due to the fact that the presentation of testimony by witnesses may affect their rights and interests (for example, a negative assessment from the employer, destruction of friendly ties), the representative shall inform the witness of the right to stop communication without his/her representative.

The representatives shall avoid unilateral communication with experts appointed by the Arbitral Tribunal. The Arbitral Tribunal and other Parties shall be immediately notified of the facts of such unilateral communication with an explanation of reasons and content of such contacts.

In the course of arbitration, the representatives of the Parties shall act exclusively in such a way that cannot lead to distortion of the independent views of a witness or expert, including to substitution of the positions of a witness for that of a representative or withholding information by a witness. If the representative presumes that any information provided by him/her, including about the circumstances of the case (for example, about the difficult financial situation of the client or the unfair actions of the other Party) or any of his/her actions (for example, offering the witness a reward for testifying or explaining the adverse consequences for the witness if providing any information), may distort the position of the witness or expert, the representative should not disclose this information to the witness or allow such actions. If the representative has doubts as to whether the provision of information or the actions taken could distort the position of the witness or expert, the representative may address the question of the admissibility of such actions to the other Party and the Arbitral Tribunal.

In order to avoid influencing the witness, as a general rule, payment for the presentation of testimony is not allowed. At the same time, the representative may pay, offer to pay or agree on the payment for the expert's services for preparing an opinion, as well as the costs associated with the expert's participation

in the arbitration. That by itself shall not affect the independence and impartiality of the expert appointed by the Party.

Preparing and presenting witness evidence may also require a significant amount of time. In this regard, the representative may notify the witness that his/her reasonable expenses related to the presentation of evidence can be compensated.

#### V. *Ex Parte* Communication With Arbitrator

1. Unless otherwise provided by the arbitration agreement or applicable rules, representatives of the Parties shall not discuss with the Arbitral Tribunal, the arbitrator or the candidate any issues related to the dispute without the presence or knowledge of the other Party or its representatives.

2. It is permissible to have *ex parte* communication between the representatives of the Parties and the Party-nominated arbitrator candidate in order to clarify his/her qualifications, expertise, willingness and ability to act as an arbitrator, including the time availability and absence of a conflict of interest.

3. It is permissible to have *ex parte* communication between the representatives of the Parties and the Party-nominated arbitrator candidate, the Party-nominated arbitrator or the arbitrator appointed on behalf of the Party in order to clarify the qualifications of the candidate for presiding arbitrator, his/her expertise, willingness and ability to act as an arbitrator, including time availability and absence of a conflict of interest, if the presiding arbitrator is chosen with the participation of such an arbitrator.

4. It is permissible to have *ex parte* communication between the representatives of the Parties and the Arbitral Tribunal when presenting a case at oral hearings or performing other procedural actions, if the other Party, duly notified of the time and place of the hearing, failed to appear.

5. If there was a communication between the representatives of the Parties and the Arbitral Tribunal, the arbitrator or the candidate arbitrator that is not provided for in the present article, this should be immediately reported to the other Party and the Arbitral Tribunal, disclosing the reasons, circumstances and content of such contact.

#### *Commentary*

Representatives of the Parties should refrain from oral or written *ex parte* communication with the Arbitral Tribunal, the arbitrator or the candidate arbitrator, avoiding situations that could potentially raise doubts about the **arbitrator's** impartiality and independence. Representatives shall not take unfair advantage against other Party by discussing matters related to the arbitration with one or more arbitrators outside the scope of adversarial arbitration proceedings. Therefore, as a general rule, in the course of arbitration, communication of representatives with the Arbitral Tribunal or an individual arbitrator in the absence of the other Party is not permitted, and the content of admissible unilateral contacts of representatives with a candidate for arbitrator is limited.

*Ex parte* communication between the representatives of the Parties and arbitrators are permissible if the Parties have the right to nominate an arbitrator. In such a case, the representative may need to clarify the qualifications and experience of the candidate for arbitrator, as well as his/her willingness and ability to act as an arbitrator, including the availability of sufficient free time. In addition, it is necessary to establish in advance the presence or absence of a conflict of interest with the Parties to the arbitration and their representatives. The representative should not attempt to seek the views of a candidate for arbitrator on the issues that will be the subject matter of arbitration, as well as provide information about the dispute, other than that which is to the minimum extent necessary for the conflict of interest check and deciding on the appointment.

In particular, a representative may provide the following information to a candidate arbitrator:

– the terms of the arbitration agreement (including applicable rules, the seat of arbitration, number of arbitrators, the language of arbitration, applicable standards of independence and impartiality);

- procedural role in the composition of the Arbitral Tribunal (presiding arbitrator, co-arbitrator);
- expected procedural schedule;
- names of the Parties and information about the representatives and funders;
- estimated arbitration fee and method for its calculation;
- general information about the dispute, without specific details of the dispute (type of claims, supposed applicable substantive law, approximate range of legal issues that will need to be resolved).

The representative may also clarify with the candidate arbitrator:

- special qualifications in areas related to the dispute, as well as supporting documents;
- relevant work experience as well as experience as an arbitrator;
- list of publications and reports;
- information on the availability of sufficient time to resolve the dispute;
- confirmation of the absence of a conflict of interest with the Parties to the arbitration, their representatives and funders.

As a general rule, *ex parte* communication between representatives of the Parties and a candidate for a sole arbitrator or with a candidate for a presiding arbitrator of the Arbitral Tribunal is not allowed.

For the purpose of appointing the presiding arbitrator of the Arbitral Tribunal, a representative may unilaterally contact the prospective Party-nominated arbitrator, the arbitrator already nominated by the Party or the arbitrator appointed on its behalf, if such an arbitrator participates in choosing the presiding arbitrator, with a request to inform or clarify with the candidate for the presiding arbitrator of the Arbitral Tribunal the specified questions.

A representative shall not offer a reward to a candidate arbitrator for discussing issues related to the appointment.

Once the Arbitral Tribunal is constituted, representatives should avoid any unilateral communication with the Arbitral Tribunal or the arbitrator, in order not to raise doubts about their impartiality and independence. Representatives should not attempt to influence the position of the Arbitral Tribunal in the absence of the other Party or its representatives, except when presenting their position at oral hearings or in other procedural actions, for which the other Party did not appear.

By agreement of the Parties or the applicable rules of arbitration, in exceptional cases, other *ex parte* communications between the Parties and the Arbitral Tribunal, the arbitrator or the candidate arbitrator may be allowed (for example, to decide on emergency interim measures or the contact of a representative with a candidate for presiding arbitrator of the Arbitral Tribunal).

In all other cases of *ex parte* communication between representatives of the Parties and the Arbitral Tribunal, the other Party shall be immediately notified of the reasons, circumstances and content of the unilateral contact with the Arbitral Tribunal. For these purposes, the representative should ensure the evidence that would confirm the content of such a communication, for which it is preferable to contact in writing with the simultaneous forwarding of the message and the subsequent response to the other Party. If a verbal unilateral contact with the Arbitral Tribunal is required, the representative should record such contact (after obtaining consent to audio recording). The audio recording of such contact should be provided to the other Party at the earliest opportunity. If the Arbitral Tribunal refuses the audio recording, the representative should contact the Arbitral Tribunal in writing as well as send a copy of the communication to the other Party.

When contacting the Arbitral Tribunal, the arbitrator or the candidate arbitrator, the representative shall in all cases immediately disclose the reasons for such a communication, as well as his/her identity and procedural status.

## **VI. Production of Evidence**

1. The representatives shall participate in good faith in the exchange of evidence in the course of arbitration. The Parties should avoid concealing evidence that has already become the subject of discussions between the Parties and the Arbitral Tribunal.
2. The representatives should not seek evidence from the other Party, submit evidence or object to the production of evidence if it is solely aimed at misuse, including delaying the arbitration or putting pressure on the other Party.

### *Commentary*

The production of evidence is a key stage in the arbitration proceedings since it is on the basis of the evidence of the Parties that the arbitrators determine the factual circumstances of the case and come to conclusions on the merits of the dispute.

The Parties are free to assess how any presented evidence will affect their position. However, irrespective of this, representatives of the Parties should avoid concealing evidence, in particular when it has already become the subject of consideration in the arbitration.

Thus, in any case, a representative should not withhold or conceal evidence if such evidence was requested by the other Party in accordance with the procedure applicable to the arbitration, and also if the Party initially undertook to provide such evidence or the Arbitral Tribunal recommended to provide it.

It should be noted that the rules regarding the disclosure of evidence vary greatly depending on the law applicable to the arbitration procedure. The commented provisions apply insofar as the production of evidence by a representative does not violate the requirements of applicable law and professional privileges.

In addition, it may be considered to be acting in bad faith if the representative requests or presents additional evidence, as well as objects to their production solely for the purpose of putting pressure on the other Party or delaying the arbitration proceedings. As a general rule, the production of evidence within the time limits agreed for these purposes by the Parties and the Arbitral Tribunal cannot be regarded as bad faith or aimed at delaying the process.

## **VII. Prohibition of False Statements and Falsification of Evidence**

1. The representative should refrain from making false statements throughout the entire dispute resolution process.
2. The representatives shall avoid presenting falsified evidence in arbitration.
3. It is presumed that the representative from whom the falsified evidence was received knows or should know about the fact of falsification.
4. The provisions of this article apply equally to the evidence containing knowingly false information, including the testimony of witnesses.
5. If the representative discovers that he/she, a Party or the representative's predecessor has previously presented falsified evidence, made a false statement or statement that misled or reasonably could mislead others, the representative shall disclose this fact to the Arbitral Tribunal and other Parties. This provision applies subject to applicable law or professional responsibility standards.

### *Commentary*



A Party and its representative, as professional process participants, are expected not to knowingly lie or mislead others. False statements of fact, as well as the provision of falsified evidence in the course of the arbitration proceedings, in any case, are contrary to the ethical standards and requirements for the Parties and their representatives.

According to the commented provisions, the production of falsified evidence by a representative in arbitration is inadmissible, regardless of whether the evidence was falsified by the representative or by any other third party. The same rule applies equally to knowingly false testimony (for example, it is not in accordance with the Code to call a witness if the representative knows that the witness will provide false testimony).

The representative from whom the falsified evidence was received can be considered *bona fide* only if he/she proved that he/she was not aware of such falsification and could not know about it with the exercise of reasonable care. This rule also applies to false statements if the representative was in good faith mistaken about certain circumstances and did not intend to mislead the arbitrators.

### VIII. Inadmissibility of Corruption in Arbitration

1. The representatives of the Parties shall refrain from any actions (omissions) that are contrary to the principles of legality and good faith, in order to obtain an advantage in the arbitration of a particular dispute.
2. The representatives of the Parties shall immediately notify the Arbitral Tribunal of the occurrence or potential possibility of occurrence of such circumstances.

#### *Commentary*

This principle contains two interrelated obligations.

First, the representatives of the Parties are obliged to refrain from any actions that could distort the will of the Arbitral Tribunal, procedural opponents, as well as witnesses, experts and other persons who are participants in the process. The prohibition applies equally to persons who intend to participate in the arbitration in the future, including potential witnesses.

The prohibition also applies to the interaction of representatives with the arbitration institution and the appointing body in the *ad hoc* arbitration, including with respect to the nomination of candidates and the appointment of the Arbitral Tribunal.

**The term “distort the will” should be interpreted broadly to encompass the various forms of corruption in arbitration.** In particular, the term implies attempts to influence the Arbitral Tribunal by methods that are contrary to applicable law (including through deception, fraud and bribery), as well as in the course of *ex parte* communication in the arbitration process. Actions (omissions) of this nature can impede professional, efficient and prompt arbitration proceedings, as well as affect the possibility of the Parties to present their positions and their equal treatment by the Arbitral Tribunal. The establishment of a strict ban is intended to minimise the risks of setting aside the arbitral award or refusal to issue a writ of execution for its enforcement on various grounds, including those related to non-compliance of the Arbitral Tribunal and the procedure of the proceedings with the requirements of the applicable law.

If the representatives of the Parties act in violation of this principle or have such an intention, the Arbitral Tribunal and other participants in the proceedings shall be promptly notified of the fact. Upon the consideration of such a situation, the Arbitral Tribunal is also entitled to take appropriate measures based on the circumstances of a particular dispute and taking into account the balance of interests of the Parties, including the need to render a fair and enforceable award.

If it follows *prima facie* from the circumstances of a particular dispute that the representatives of a Party act in violation of this principle or have such an intention, the Arbitral Tribunal may, on its own initiative, request additional evidence and decide whether appropriate measures are required in order to render a fair and enforceable award.

Upon receipt of such instructions from the Party, the representatives are obliged to inform the Party about the illegality of such instructions and offer to abandon them. In the event that a Party does not abandon illegal instructions or gives them again, the representatives of the Parties are obliged to report this fact to the Arbitral Tribunal. In such a case, the Arbitral Tribunal may introduce appropriate measures based on the circumstances of a particular dispute and taking into account the balance of interests of the Parties, including the need to render a fair and enforceable award. The present provision shall apply subject to applicable law or professional responsibility standards.