



CHAMBRE
DE MÉDIATION,
DE CONCILIATION,
ET D'ARBITRAGE
D'OCCITANIE

JUNE 2023



CODE OF ETHICS

**CHAMBER OF MEDIATION, CONCILIATION, AND
ARBITRATION OF OCCITANIE**

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PREAMBLE

The Chamber of Mediation, Conciliation, and Arbitration of Occitania's Ethics Charter on Arbitration and the Federation of Arbitration Centers' Ethical Charter on Arbitration, signed and adopted by the Chamber, constitute the common base of the present Code of Ethics of the Chamber of Mediation, Conciliation, and Arbitration of Occitania.

This Code of Ethics forms a set of rules and duties that govern arbitration, the conduct of the arbitrators who exercise it, the relationship between them, the parties, or any other person or institution contributing to the arbitration procedure.



PART 1

CMCAO'S ETHICAL CHARTER



PREAMBLE

The Chamber of Mediation, Conciliation, and Arbitration of Occitanie's Ethics Charter on Arbitration and the Federation of Arbitration Centers' Ethical Charter on Arbitration, signed and adopted by the Chamber, constitute the common base of the present Code of Ethics of the Chamber of Mediation, Conciliation, and Arbitration of Occitanie. The provisions of the Code of Ethics shall not be subject to conventional adjustment.

ARTICLE 1. LACK OF CONVICTION

1. Anyone filing for an application for registration in the Chamber of Mediation, Conciliation, and Arbitration of Occitanie's arbitrator list shall fulfil the following conditions:
 - (i) provide Bulletin No.3 of his criminal record;
 - (ii) declare in a sworn statement to have never been subject to conviction or prosecution for acts contrary to honour, probity, and good morals giving rise to a disciplinary or administrative sanction of dismissal, radiation, revocation, withdrawal of approval or authorisation;
 - (iii) declare in a sworn statement to have never been sanctioned by a prohibition to manage a business or a commercial company.
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ARTICLE 2. INCOMPATIBILITIES

1. Any person filing for an application for registration in the Chamber of Mediation, Conciliation, and Arbitration of Occitanie's arbitrator list shall not assume or accept a function or a mandate that is incompatible with his mission as an arbitrator.
2. Is notably incompatible with the mission of the arbitrator:
 - the function of magistrate, as provided for in Ordinance No. 58-2020 of December 22nd, 1958;

- a parliamentary mandate, as provided for in law n° 2013-906 from 11th October 2013;
- the public service, unless the public official is authorised by the hierarchical authority to which he reports, as stated in Article L.123-7 of the French General Code of the Public Service;
- law professors when they act in an unfavourable manner towards the State.

ARTICLE 3. COMPETENCE

1. An arbitrator shall possess the necessary skills and qualities for the exercise of his mission.
2. From April 30th 2021, anyone wishing to apply for registration in the Chamber's arbitrator list shall either prove a confirmed practice of arbitration or a University diploma from the Chamber and Toulouse 1 Capitole University.
3. Anyone applying for registration on the international arbitrator list shall prove the conditions required in 4.2, as well as a perfect knowledge of the language of proceedings. The arbitrator shall mention in his application which language(s) he is apt to intervene in.
4. Anyone applying for registration on the expert list shall prove his technical skills. In the context of a sole arbitrator, the expert shall justify the conditions required in 4.2, as well as his technical skills. In the context of an Arbitral Tribunal composed of multiple arbitrators, the expert shall only prove his own technical skills.
5. Arbitrators mentioned in 4.2 shall follow training offered by the Chamber, at least once a year.

ARTICLE 4. AVAILABILITY AND DILIGENCE



1. Any arbitrator shall be responsive to the Chamber's requests, especially for emergency requests.
2. The arbitrator shall meet the requirements of availability and diligence as they are mentioned in article 2-1 of the Federation of Arbitration Centers' Ethical Charter

ARTICLE 5. DECLARATION OF INDEPENDENCE AND IMPARTIALITY

1. When an arbitrator accepts a mission, he shall fill out the acceptance slip, to which he shall attach his declaration of independence and impartiality provided in the appendix to the slip.
2. The prospective arbitrator shall attest to:
 - (i) present guarantees of independence, impartiality, celerity, availability, and diligence necessary to arbitral activity;
 - (ii) respect the Code of Ethics, composed of the present Ethics Charter on Arbitration and the Federation of Arbitration Centers' Ethical Charter on Arbitration.
3. The prospective arbitrator shall disclose any circumstance likely to affect his independence or impartiality. This disclosure obligation shall last until the rendering of the award.
4. If the prospective arbitrator has already intervened within the Chamber in proceedings in relation to the same case, he shall inform the parties and the Chamber and shall not accept the mission.

ARTICLE 6. UPDATE OBLIGATION

1. Arbitrators shall report to the Chamber any change in circumstances or information.

ARTICLE 7. RESERVE DUTY



1. The arbitrator shall, upon acceptance of his mission as well as after his mission has ended, observe a duty of reserve towards the parties, their representative(s) and any other third-party that has intervened in arbitration in any capacity whatsoever.

ARTICLE 8. COMMUNICATIONS WITH PARTIES

1. All communications between the Arbitral Tribunal and the parties shall be made by the President of the Arbitral Tribunal, the Secretary, or the Arbitration Committee of the Chamber
2. Outside of hearings, unilateral communications between an arbitrator and a party are forbidden.
3. Notwithstanding 8.2., unilateral communications shall be allowed if the Arbitral Tribunal has mandated one of its members to carry out an investigative measure.
4. Notwithstanding 8.2., with regard to experts, for the imperative need for the proper conduct of the arbitration-expertise, unilateral communications may be allowed by the expert Tribunal. A directory of unilateral communications shall be kept by the arbitrator, who shall inform the Chamber.

ARTICLE 9. REVIEW OF THE AWARDS

1. No award shall be rendered by a sole arbitrator without having first been submitted for review by the Arbitration Committee.
2. No award shall be rendered, in the context of international arbitration, without having first been submitted for review by the Arbitration Committee.
3. The Arbitration Committee may prescribe modifications in form.

4. The Arbitration Committee may, while respecting the freedom of decision of the Arbitral Tribunal, draw its attention to points relating to its substance.

ARTICLE 10. ETHICS COMMITTEE

1. A party, an arbitrator, or any other member of the Chamber may refer to the Ethics Committee when one considers that an arbitrator has not complied with the Rules of this present Code of Ethics.
2. Members of the Ethics Committee are: the Dean of the Executive Board of the Chamber, the General Secretary of the Chamber, as well as the Vice-President of the Chamber responsible for monitoring proceedings.
3. If it is proven that an arbitrator has not complied with the Rules of the present Code of Ethics, the Ethics Committee, *ex officio* or after referral, may pronounce:
 - (i) a warning;
 - (ii) a suspension;
 - (iii) the replacement of the arbitrator in all ongoing proceedings;
 - (iv) a deduction from the arbitrator's fees;
 - (v) the removal of the arbitrator from the Chamber's list of arbitrators.
4. To carry out its assessment in the event of a suspected conflict of interest, the Ethics Committee may draw inspiration from any relevant legal instrument, in particular the International Bar Association on Conflicts of Interest in International Arbitration Guidelines.

ARTICLE 11. DUTIES AND LIABILITY

1. In accordance with Ethics obligations, arbitrators shall act in good faith, be courteous, diligent, available, and loyal, and shall render their decisions as soon as possible.

2. An arbitrator enjoys liability immunity for all acts or omissions performed in the exercise of his judicial decision-making, so that he shall only be liable for his personal fault which must be equivalent to fraud, constituting fraud, gross negligence or a denial of justice.
3. Arbitrators, the Chamber and its personnel shall not be liable to anyone for any fact, act or omission relating to arbitration, except to the extent that such limitation of liability is prohibited by applicable law.
4. The arbitrator's mission shall only be exercised by a legal person enjoying the full exercise of his rights. The prohibition of civil rights is an obstacle to the appointment of an arbitrator.
5. In the context of an Arbitral Tribunal composed of multiple arbitrators, despite the lack of contractual link between the arbitrators, each is subject to a duty of care to his co-arbitrators.

ARTICLE 12. INSURANCE

1. The Chamber's arbitrators shall provide the Chamber with an insurance certificate specific to arbitration activity.
2. In ad-hoc arbitration, arbitrators shall provide the Chamber with an insurance certificate specific to the arbitration activity.
3. The Federation of Arbitration Centers has subscribed to a professional civil liability policy. This either allows to supplement the contracts of professions already insured or offers an independent and complete guarantee.
4. The Chamber shall benefit from the professional civil liability policy the Federation of Arbitration Centers has subscribed to.



5. The Chamber shall subscribe to a professional civil liability policy different from the one the Federation of Arbitration Centers has subscribed to. Members of the Chamber and arbitrators shall benefit from it.

ARTICLE 13. TECHNICAL MEANS

1. Any arbitrator shall have an email address which he shall communicate to the Chamber.
2. At the parties' request, exchanges may be made via secure messaging services. In this case, the arbitrator shall have a secure email address.
3. Before accepting any mission, the arbitrator shall make sure he has the technical means required by the proceedings.

ARTICLE 14. DISPUTE RESOLUTION

1. Any dispute arising between the Chamber and an arbitrator shall be subject to mediation.

The same applies to any dispute arising between the Chamber and a party.

2. The dispute shall be settled by a third-party mediator, at the expense of the party or the arbitrator.
3. The mediation shall take place at the Chamber of Mediation, Conciliation, and Arbitration of Occitania: 10, boulevard d'Arcole - 31000 TOULOUSE.
4. The mediator chosen by the Chamber shall be [_____].

ARTICLE 15. ARBITRATION FEES



1. For all arbitration, institutional or *ad-hoc*, taking place under the aegis of the Chamber, the latter shall collect the administrative fees, the provision of as well as the payment of the arbitrator's fees.
2. The Chamber shall return the Arbitral Tribunal its fees, from which shall be deducted a contribution to the institutional costs (see Appendix relating to the applicable scales).
3. The Arbitral Tribunal's fees shall be exclusively determined by the Chamber according to the scales indicated in the Arbitration Rules' Appendices.
4. The Arbitral Tribunal shall refrain from any inconsiderate and unnecessary expense likely to increase the cost of the proceedings.
5. In the event of a payment incident or failure of the parties, the arbitrators shall not, under any circumstances, engage the Chamber's liability.

ARTICLE 16. PROTECTION OF PERSONAL DATA

1. All processing of personal data shall be done in accordance with the General Data Protection Regulation 2016/679 (GDPR).



PART 2

FAC'S ETHICAL CHARTER



INTRODUCTION

This present Charter is intended to facilitate the smooth running of arbitration proceedings, may they be intern or international. It constitutes a contribution offered to all the arbitration practitioners of the Centers affiliated with the Federation of Arbitration Centers.

The principles it sets out shall be applicable during the entire arbitral proceedings: from the initiation phase of the arbitration until the rendering of the final award, and even after its pronouncement.

The Charter is imposed on actors of arbitration, either because the Arbitration Center supervising the proceedings has adopted it, or because the parties reference it in the arbitration convention, the Terms of Reference, or any other document, for example, in the following way:

“The Federation of Arbitration Centers’ Ethical Charter on Arbitration shall apply to the present arbitration, in its version in force on the date of referral to the Center.”

By “Actors of arbitration” is understood any person or institution contributing to the arbitration proceedings, such as arbitrators, parties, their representatives, administrative secretariats, witnesses, experts, Arbitration Centers, the designating authorities, or third-party funders, without this list being exhaustive.

ARTICLE 1. COMMON PRINCIPLES

Actors of arbitration shall, under every circumstance, respect the Charter. They shall act with loyalty, good faith, conscience, diligence, skills, honesty, probity, courtesy, and in respect of their professional obligations.

ARTICLE 2. THE ARBITRATOR

The arbitrator shall be in a relationship of trust with the parties who have entrusted him with the mission of settling their dispute. He shall accomplish his mission personally.

The arbitrator’s mission is of contractual origin and of a jurisdictional nature.



The arbitrator shall settle the dispute by reference to the rules of law, or by reference to equity if the parties have entrusted him with the role of amicable composer, and shall always respect the fundamental guarantees of good justice.

The arbitrator may, at any time, reconcile the parties or suggest mediation according to the Rules specific to each Center.

2-1. Aptitude, availability, and diligence

A prospective arbitrator shall accept a mission only if he has the necessary legal and/or technical skills depending on the dispute, and shall make sure he has ensured his availability to arbitrate the dispute within a reasonable time in view of the circumstances and the complexity of the dispute. He shall make sure he has a good knowledge of the language(s) of arbitration.

The arbitrator shall ensure the smooth running of the arbitration proceedings.

The arbitrator shall act diligently during his entire mission, so as to promote the speed of the arbitration procedure, but he shall take care, however, to avoid arbitration costs from rising with regard to the interests at stake.

2-2. Independence and impartiality

The arbitrator's independence shall be defined as the lack of relation in any past or present business or personal relationship, direct or indirect, on the one hand, between the arbitrator or a third-party who is closely related to him personally or professionally, and, on the other hand, one of the parties, or any person closely linked to the party, the representatives, or potentially the co-arbitrators of the dispute.

The arbitrator's impartiality shall be defined as a lack of imbalance and equal treatment of the parties. It shall also be independence of spirit, especially concerning external pressures.

A prospective arbitrator shall only accept a mission if he is independent and impartial to all the parties, except if the latter, informed of the elements likely to cast doubt on the independence or impartiality of the arbitrator, have nevertheless agreed to his nomination.

A prospective arbitrator shall immediately reveal to the parties all the elements likely to cast doubt on his independence or impartiality. If such elements appear during the arbitral proceedings, the arbitrator shall reveal them without delay.

2-3. Principle of contradiction

Once the Arbitral Tribunal has been referred to the dispute, he shall not communicate with a party following his own initiative or the party's initiative on a matter relating to the merits of the dispute, except if the other party and, if applicable, the other arbitrators, have been informed of the existence and the content of this communication.

In the case of a written communication, a copy shall be sent to the other parties and, if applicable, to the other members of the Arbitral Tribunal.

Non-contradictory communications shall nevertheless be allowed under *ex parte* procedures intended to obtain provisional or conservatory measures, or to settle questions relating to the proceedings in progress.

2-4. Confidentiality

All information relating to arbitration shall be confidential, subject to parties' contrary stipulations, legal and regulatory obligations, or within the strict framework of legal actions related to arbitration.

The arbitrator shall not, in any way, use, for a foreign purpose, information to which he had access during the proceedings, either to derive a personal advantage or to a third-party's advantage, or to harm anyone.

In the event of a legal or regulatory obligation, the arbitrator shall not participate, directly or indirectly, in any proceeding relating to arbitration.



The arbitrator is bound by the secrecy of the deliberation. He shall not reveal to anyone any element concerning the discussions, orientations or decisions of the Arbitral Tribunal.

The arbitrator shall not reveal to any third-party, except in the context of the execution of his mission or if the third-party is associated with the proceedings, the existence or the content of the dispute and the arbitration proceedings. Third-parties shall be bound by the same confidentiality as the arbitrators. The award shall remain confidential, unless necessary in the context of a legal action related to the arbitration.

ARTICLE 3. PARTIES AND THEIR REPRESENTATIVES

Parties and their representatives shall act in good faith and avoid any abusive or dilatory actions with the aim of delaying or disrupting the proceedings. Parties and their representative shall undertake not to exert any pressure or influence, direct or indirect, on an arbitrator or the Arbitral Tribunal.

Parties and their representatives shall be bound by the confidentiality of the arbitration and any information relating to its proceedings unless otherwise stipulated. Parties' representatives shall be bound by professional secrecy within the limits of the legal and regulatory obligations that govern them.

Parties and their representatives shall not reveal to any third-party, except in the context of the execution of its mission or if the third-party is associated with the conduct of the proceedings, the existence, the content, or any element of the dispute and the arbitral proceedings.

The principle of contradiction shall be binding on the parties and their representatives except when particular circumstances require that precautionary measures shall be taken in a non-contradictory manner.

ARTICLE 4. ARBITRATION CENTERS

Arbitration Centers shall ensure compliance with this Ethical Charter by those involved in arbitration.



They shall also, in any circumstances, respect and ensure respect with the Rules and laws governing arbitration proceedings.

As the appointing authority for arbitrators, they shall obtain prior confirmation of the independence, impartiality and availability of those they appoint.

They shall ensure, according to their own specific method, the competence, diligence, and courtesy of the actors of the arbitration.

In good agreement with the Arbitral Tribunal, they shall ensure a measured application of the time limits of the proceedings so as to avoid dilatory behaviour and to allow arbitral justice to be rendered under good conditions.

ARTICLE 5. EXPERTS AND WITNESSES

5-1. Experts

The expert, whether nominated by the parties or appointed by the Arbitral Tribunal, shall be in a relationship of trust with the parties and the members of the Arbitral Tribunal, who have entrusted him with the mission of enlightening them on questions, in particular technical ones.

5-1-1. Aptitudes

Because his mission is to enlighten people in a field or on questions in which the expert is competent, with a view to render a decision, the expert shall be aware that he is chosen for his skills and knowledge, which he shall maintain and keep up to date.

In case of doubt by the expert on his capacity and his abilities to fulfil his mission, he shall refuse the mission.

In the event of the occurrence, during his mission, of a question which falls outside his area of expertise, the expert shall immediately inform the Arbitral Tribunal.



The work of the expert shall objectively reflect the various scientific or doctrinal positions relating to his field of expertise and intervention within the framework of the mission entrusted to him.

His final opinion shall be objectively demonstrated and shall reveal the settlement he considers to be the most appropriate to the dispute, in accordance with his experience and qualifications in his field of expertise.

5-1-2. Independence and neutrality

The expert shall act with objectivity and neutrality, with complete independence and impartiality.

Upon acceptance of his mission, the expert shall inform the parties and the Arbitral Tribunal of links or relations, past or present, direct or indirect, with the parties, members of the Arbitral Tribunal, lawyers and their representatives, other experts, and more generally any actor of the arbitration (for example, insurers or third-parties who may have an interest in the arbitration).

The expert shall reveal links, past or present, direct or indirect, that he may have or may have had with an industry or business with an interest in the outcome of the dispute.

The expert shall provide to the parties and Arbitral Tribunal a written declaration attesting to his independence and neutrality in accordance with this Charter, which he must adhere to.

He shall answer any question on how he is paid.

He shall provide a detailed list of his articles, speeches, and other publications relating to his field of expertise.

5-1-3. Clarity

The expert shall carry out his work in good faith and provide intelligible explanations and conclusions. He shall express himself, in writing or orally, in a precise and reasoned way,



adapting to his interlocutors so that they understand him as much as possible. He shall refrain from knowingly complicating questions that are likely to be clearly expressed.

In case of controversy or debate, he shall report its existence and indicate the terms of the debate and its sources as well as the solution or thesis he adopts, giving reasons for his opinion.

His explanations shall show distinctly what arises from facts and what arises from his opinion.

5-1-4. Confidentiality

The expert shall undertake to not disclose to any person external to the dispute, or to any third-party whatsoever, information or data to which he could have access within the framework of his mission.

He shall keep confidential facts he may discover in connection with the dispute in the course of the proceedings in which he is assisting.

5-1-5. Courtesy

In the execution of his mission, especially during hearings, the expert shall remain courteous in all circumstances and, if he condemns the words or actions of an actor in the arbitration, in particular of another expert, he shall do it with the firmness he wishes but with courtesy.

5-2. Witnesses

The actors in the arbitration shall scrupulously respect the legal and regulatory provisions relating to testimonies, provisions specific to each State, and the law governing the arbitration proceedings.

In the case of international arbitration, considering the diversity of practices and regulations in terms of testimony, in particular, with regard to practices relating to the preparation of witnesses to appear before the Arbitral Tribunal, representatives for the



parties shall undertake to respect restraint in this preparation of nature to preserve the spontaneous character of the testimony and its veracity.

Witnesses shall undertake to tell the truth, nothing but the truth, a commitment which shall be received by the Arbitral Tribunal which will acknowledge it.

ARTICLE 6. THIRD-PARTY FUNDERS

Any funding by a third-party shall be disclosed by the parties.

A third-party founder shall behave ethically. It shall not hinder the application of this Charter.

Under no circumstances may a third-party funder provide the parties, arbitrators, and other actors involved in the arbitration with a reason to exempt themselves from the Rules provided for in this Charter.

The third-party funder shall take care to avoid putting the arbitrators in a situation of conflict of interest.

The third-party funder shall avoid any intervention in the choice of arbitrators. He shall not interfere in the arbitration proceedings.

The third-party funder shall respect the confidentiality of the arbitration, as well as the confidentiality which governs the relationship between the funded party and its representative.