

*APPROVED BY
The Decision # 1/4 of the General meeting of
RA Chamber of Advocates
Adopted on February 11, 2012*

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CODE OF ETHICS (CONDUCT) FOR ADVOCATES

Yerevan, 2012

CHAPTER 1. INTRODUCTION

Code of Ethics (Conduct) for advocates defines the rules of advocates' conduct and principles of advocating ethics. The procedure of disciplinary proceeding against an advocate is prescribed by the law and the "Procedure of Initiating Disciplinary Proceedings against an Advocate" attached to the following Code.

1.1. Advocates' Role in the Society

In a society which is based on the respect towards the rule of law, an advocate undertakes a special role. Advocate's duties do not merely start from and end in faithful performance of assignments. Advocate is called to serve both the interests of justice and those rights and privileges that are entrusted to him/her to defend the rights of his/her client.

Respect towards the professional activities of the advocate is a very important prerequisite for the rule of law and democracy within the society.

Therefore, the advocate's functions put on him/her various legal and moral obligations (sometimes conflicting):

- Towards the client;
- In front of courts and other law enforcement bodies, where advocate pleads one's cases and acts on behalf of one's clients;
- Towards the advocate profession in general and each of fellow members, in particular;
- Towards public, for which the presence of free and independent profession, combined with the respect towards the rules concerning that profession, is an important means to protect human rights for the benefit of the RA might and other interests of the society.

1.2. Professional Activity Principles

Professional activity principles have been established by the Republic of Armenia Chamber of Advocates, to ensure advocates' proper functions, that is essential in all the civilized societies. Traditions shaped by the Republic of Armenia advocates, as well as the provisions of "Code of Conduct for European Lawyers" defined by the Council of Bars and Law Societies of Europe have played an important role for the formation of these principles.

Improper application of these principles by an advocate can lead to disciplinary sanctions.

The procedure for disciplinary proceeding against an advocate is stipulated by the Law and the Following Code (Attachment 1).

1.3. Aim of the Code

Increase of advocates' activities has created a need to define universal rules within the framework of public interest that shall concern all the advocates of the Republic of Armenia.

1.4. Definitions

- **Chamber**– Republic of Armenia Chamber of Advocates
- **Law**– The RA “Law on Advocacy”.
- **Board**– Board of the Chamber
- **Advocate**– A member of the Chamber who has an advocate license.
- **Advocate’s Office** – (1) a commercial organization that performs advocate services and the advocate has 100% participation in its charter capital; or (2) a private entrepreneur advocate, who performs advocacy functions in person or through staff; or (3) a non-commercial organization that performs advocacy activities.
- **Support Staff** – physical persons working in a Law Office (including non-advocates).
- **Client** – physical or legal person (state or community) that has applied to an advocate for help; client is also a customer.
- **Customer** – a physical or legal person (that is not a client) that has concluded a contract with the advocate or the Law Office, to represent the client.
- **Opposing Party** – the person that has a dispute with the advocate’s client and in criminal cases also the prosecution party.
- **Honorarium** – remuneration foreseen for advocacy services.
- **Host Country** – other country where the RA Advocate practices.
- **Organization of public importance** - non-governmental organizations that have a monopoly or a dominant position in the market and that provide public services in the spheres of health, sport, education, social security, transport and communication, utilities and in financial market (including banks, insurance companies, companies that provide gas, water and power supply).
- **Public Defender** – An advocate working in the Public Defender’s Office which is a structural division within the Chamber.
- **Year** – calendar year.
- **CHAPTER, paragraph or sub-paragraph** – Structural units of the Code. The provisions are narrated in the form of numbered paragraphs that in their turn are divided into numbered sub-paragraphs. Homogeneous paragraphs of considerable volumes are grouped under the Chapters.

CHAPTER 2. GENERAL PRINCIPLES

2.1. Independence

While performing professional activities, an advocate shall be independent, namely free from influences, and particularly from those that may arise from advocate’s personal

interests or external pressure, and which can have a negative impact on the client's case. An advocate shall avoid the weakening of his/her independence and be careful towards professional standards, not to compromise those to please the court or the third parties.

This independence is also important in non-disputable cases and during court proceedings.

2.2. Trust and respect towards one's profession.

2.2.1 Relationships based on trust can work only if the advocate's reputation, integrity (honesty) and immunity are not under doubt. These traditional values are professional obligations for an advocate.

2.2.2 An advocate shall not perform actions, which might cast a doubt on his/her honesty, credibility and immunity (accessibility to the offers of the opposing party).

2.2.3 In professional, public, publicity and other spheres an advocate shall contribute to the enforcement of respect towards the content and public status (title) of advocate's profession through one's activities.

2.3. Confidentiality

2.3.1 Confidentiality is the essence of advocate's activity, namely the client provides an advocate such kind of information that the latter would not transmit to others, and an advocate shall be the holder of that information on confidential basis.

2.3.2 Advocate's secret are the information and evidence that the person seeking legal assistance has transmitted to the advocate, the content and nature of the consultancy provided by an advocate, as well as the information and evidence (materials, carriers) that an advocate has obtained individually while performing advocate's functions.

If the secrecy is uncertain, there can be no trust. Thus, secrecy is advocate's primary and main right and obligation.

Advocate's duty for secrecy serves to the administration of justice and the interests of the client.

2.3.3 An advocate shall maintain the secrecy of all the information that he becomes aware of during one's professional activity.

2.3.4 The obligation of confidentiality is not limited by time.

2.3.5 Advocate's Office or an advocate shall conclude a non-disclosure agreement with one's assistants, staff and people providing professional services that are involved in advocating activity, or fix this term in their employment contracts.

2.3.6 Disclosure of advocate's secret is allowed only in cases expressly provided by the law.

2.3.7 In cases, when the customer signing a contract with an advocate or advocate's office is not the client, the advocate and the advocate's office shall try to discover the possible conflicting interests between the client and the customer, and after finding such is obliged to deprive the customer fully or partially, from the necessary information (including

the strategy of legal assistance).

2.4 Respect towards the rules of other legal bars and societies.

When practicing abroad, an advocate may be obliged to implement the professional rules of the respective legal bar of the Host Country.

2.5 Incompatible activity (occupations)

2.5.1 For an advocate to carry out one's activities freely, independently and in line with the obligation to administer justice, it is forbidden to perform advocate's functions while in public or community service.

2.5.2 Advocate can provide advocacy services to a state or local self-government body.

2.6. Client's Interests

2.6.1 In accordance to the Law and requirements of professional conduct, advocate shall always act in the best interests of the client and must put those interests before the own interests (must overwhelm own interests).

2.6.2 In case of a conflict between the client and the customer that has concluded a contract with the advocate; the advocate shall act only in the interests of the client.

2.7. Competency (Know-How)

2.7.1 The socio-legal significance of advocate's activity requires from an advocate high professionalism, knowledge of legislation and practical experience, mastering in tactical methods and means of advocacy and rhetorical skills.

2.7.2 Advocate must provide a diligent legal assistance to the client within the limits of his/her professional capacity, which implies knowledge of relevant branch of law, study of all the circumstances concerning the client's assignment, performance of actions necessary for the proper performance of that assignment.

2.8. Improvement of Knowledge

2.8.1 An advocate shall continuously improve his/her knowledge and professional capacity, and follow the legislative changes.

2.8.2 An advocate shall participate in training courses prescribed by the law in the manner and for the number of hours established by the Chamber Board.

2.9. Relationship with the Chamber

2.9.1 An advocate shall pay a membership fee to the Chamber in the established manner and amount.

2.9.2 An advocate is obliged to perform (respect) the decisions of the Chamber bodies adopted within the limits of their competence, which does not exclude having a critical attitude and appealing against them in cases and in the manner stipulated by the law.

2.9.3 An advocate may not present false information to the Chamber Board.

2.9.4 An advocate is obliged to have an e-mail address and provide it to the Chamber to be contacted. A note (letter) or a notice sent to the advocate via e-mail is considered as a proper notice, even if the advocate has changed the address and has not informed the Chamber about it.

2.10. Publicity of Advocate's Activity

2.10.1 An advocate, acting in the interest of one's client, may publicize his/her activity in a specific case. While applying his right stipulated by the following paragraph, an advocate shall take into account the limitation of preliminary data applied on the part of the preliminary investigation body.

2.10.2 Before publicizing the case as prescribed by the following paragraph, the advocate shall agree with the client, with the exception of cases, when

- Immediately after the court hearing or relevant judicial action the advocate has responded to the questions of journalists;
- A need has arisen to refute the unilateral information publicly provided by the opposing party;
- The client is under fear or influence and the advocate tries to eliminate or disclose this influence by performing publicly.

2.10.3 In all cases, the client can demand from the advocate to stop the case publicity.

2.10.4 An advocate or a advocate's office may publicise on its web-page or advertising materials information about one's clients – legal persons or private entrepreneurs- (without disclosing the character of the case or the details), with the exception of cases when it is otherwise specified in the contract signed with them.

2.10.5 When the advocate's client's judgement is public (is available on the Internet), the advocate or advocates' office may analyse the case on one's webpage or materials.

2.11. Advocate File

2.11.1 An advocate or advocate's office shall prepare a respective advocate file (folder) about each criminal, civil or administrative proceeding, where the main materials of the proceeding shall be included. The file mentioned in the following sub-paragraph is defended by the advocate's secret and an advocate or advocate's office does not have a right to provide it to any state body (including the law enforcement bodies), with the exception of cases determined by the advocate and one's client.

2.11.2 The minimum term to maintain the advocate file is three years, after the case is completed. Advocate's file can be maintained electronically.

2.11.3 In cases when an advocate has provided free of charge legal assistance to a natural or legal person and at the same time is a participant in an advocate's office or a private entrepreneur or a staff member at an advocate's office, he/she must account for that case separately from the other advocacy cases performed on entrepreneurial basis.

2.12. Human Rights Dimension (Nature) of Advocate Activity

2.12.1 Advocacy is a human right activity. The main goal of the advocate is to provide legal assistance to one's client.

2.12.2 An advocate can also provide legal assistance free of charge. The Chamber encourages the provision of free of charge legal assistance to physical persons.

2.13. Advocate's Personal File

2.13.1 An advocate shall as much as possible refrain from conducting one's own case or the case of one's relative, if the emotional nature of the case may prevent to provide a proper legal assistance.

2.13.2 The violation of the requirement of this paragraph raises a liability, if the advocate conducting one's own case or the case of one's close relative allows violent or insulting actions towards the other participants or advocates participating in the case.

CHAPTER 3. RELATIONSHIP WITH CLIENTS

3.1. Acceptance of the Assignment.

3.1.1 An advocate shall not conduct the case, if there is no assignment of the respective client, except for the cases enlisted in sub-paragraph 3.1.2.

3.1.2 The advocate may conduct the case, if

- The relative or acquaintance of the client has applied to him/her;
- The advocate or authorized person of the client has applied to him/her.

After accepting the assignment mentioned in this sub-paragraph, the advocate shall in reasonable time frame, get from one's client or authorized representative a respective certification of his/her powers from the client or the latter's authorized representative. A power of attorney as stipulated by the law and given in the name of the advocate can be made equal to that certification.

When the identity, competence and authority of the person giving an assignment to an advocate are not clear and have not become clear even in the result of the advocate's efforts, then the advocate shall refuse the assignment.

3.1.3 After accepting the job, if it is going to be performed on a paid basis, then the contract on providing legal assistance shall be concluded in a simple written form by advocate's office. The aforementioned contract shall be concluded in reasonable time (during two months after the assignment is undertaken), if there is a need to clarify some circumstances of the case and the volume of the service.

3.1.4 The contract on providing paid advocacy services must specify:

- The amount and payment of honorarium.
- The nature and volume of the assignment (instance, phase, etc.) or the criteria to determine it.

3.1.5 In case of providing a free of charge legal assistance, the conclusion of a contract between the advocate and his/her client is desired, to be able to resolve the disputes between

them in the future.

3.1.6 If the assignment of the client and the means to reach the result desired by the client are not legitimate, the advocate shall clarify to the client the inadmissibility of their application and point to the possible legitimate way to reach the same or similar result, and if nevertheless the effort to come to an agreement with the client and keeping him/her back from the intention of applying illegitimate means, the advocate is obliged to refuse to accept the client's assignment.

3.1.7 When accepting the assignment to provide legal assistance, an advocate shall keep in mind one's professional capacity to perform it and must refuse to accept the assignment, if it is clear that the requirements presented by the following Code cannot be met by him/her. An advocate may not undertake a case that he/she is not competent in to handle, without cooperating with an advocate having the competency to do it.

3.1.8 An advocate shall not accept the assignment to provide legal assistance, if he/she is not able to ensure the decent and timely performance of that assignment.

3.1.9. An advocate may not accept an assignment in investigation and trial stages from an official conducting proceedings in the given case, to provide legal assistance to a person connected with that case. If an advocate is not able to prove that the client or another person assigned by the client have applied to him for a criminal case, then the Chamber board may consider it as a fact that the advocate has appeared in the criminal case proceeding upon the order of the investigation body. The Chamber board can also take into account the character of the actions performed by the advocate from the point of view of proper representation of the interests of his/her client. Combination of the acts of being involved in the case upon the assignment (proposal) of the official of the investigation body and not providing sufficient legal assistance to the client amounts to *a clearly gross disciplinary violation*.

3.1.10 Except for conscientious and quality performance of his/her professional obligations, an advocate may not provide other guarantees, in particular cannot guarantee the result of the performed assignment, despite of the foreseeability of the result, when this result depends on the decision of a judge or the investigating body. A promise by the advocate that a judicial act will be adopted in favour of the client in civil, criminal or administrative case, as well as a promise that a body conducting criminal proceedings will have a final decision in favour of the client amounts to *a clearly gross disciplinary violation*.

3.1.11 an advocate shall inform the client about the availability of free legal aid, when there is a possibility of that aid.

3.2. Circumstances that Exclude the Acceptance of Assignments, Conflict of Interest.

3.2.1 An advocate may not accept the assignment if being in family relationship with the official person participating in the respective case.

3.2.2 An advocate may not provide legal assistance to two or more clients on the same matter, if there is a conflict between their interests. In such cases the advocate may accept the assignment only on the condition of a written consent from the client (this condition is

considered as met also in case of including a respective reservation clause in the contract concluded between the client and the advocate (advocate's office)). In the cases when the advocate's client is a state or local self-government body, a state institution, an organization financed from the budget as well an organization of public importance, then the advocate (advocate's office) may represent his/her client's interests in front of those, with the exception of the following cases: (1) the new case is directly or indirectly connected with the former case or with some essential circumstances thereof, or (2) a limitation has been foreseen in the former contract concluded between the advocate (advocate's office) and the client in connection with filing any case against that client in the future.

3.2.3 In cases, when an advocate has taken the file of the client to study it, and no agreement was reached regarding the provision of a service afterwards, and later the opposing party of the same case has applied to the advocate, the advocate shall be governed by the paragraph 3.2.2 of the Code, except for the cases provided by paragraph 3.2.4.

3.2.4 In cases provided for by paragraph 3.2.3 of the Code, an advocate can accept the case of the client, when it is found out that:

- The person acting in the role of the former client had applied to the advocate on purpose to create circumstances referred to in the paragraph 3.2.2 of the Code to exclude the advocate from taking the case.
- The former client has similarly applied to other advocates specialized in the given field, while factually cooperating with any other advocate at the same time.
- The former client has not informed the advocate secret information, and the information provided has been publicly available.
- The advocate has not provided legal assistance to the client.

This clause is not applicable, if the advocate has received honorarium from the former client for studying the case.

3.2.5 An advocate does not have a right to accept the assignment also in other cases stipulated by the Law.

3.2.6 An advocate may not provide advice in connection with the same case, present or act on behalf of two or more clients, if there is a risk of a conflict of interest between the two clients.

3.2.7 An advocate shall stop to act on behalf of the two or all the interested parties, if a conflict of interests arises between the clients or if there is a risk of disclosing the entrusted secret or if the independence of the advocate may be limited.

3.2.8. An advocate shall refuse to act in favour of the new client, if there is a risk of disclosing the secret entrusted by the former client, or if the information about the former client held by the advocate can create an unfair privilege for the new client.

3.2.9 Limitations under this provision are in force even in the case, if advocacy services have been or are being provided to the former and new clients by different advocates from the same advocate's office. A director of an advocate's office having a status of an advocate of an advocate's office must not allow such situations. In cases provided by

the following sub-paragraph, advocates participating in the same advocate's office, as well as the advocate directing the advocate's office shall be held responsible, based on the fact of them being aware of the limitation.

3.2.10 After holding the advocate responsible by the Chamber board for the violation stipulated by this paragraph, the act of presenting the interests of the given client or not stopping the actions of representing the given client amounts to a *clearly gross disciplinary violation*.

3.3. Honorarium

3.3.1 Remuneration (honorarium), that the advocate's office gets, shall be fully disclosed to the client. The parties shall come to an agreement concerning the amount and the payment procedure of the honorarium at their discretion. The honorarium does not include the other costs borne by the advocate, that are necessary to perform the assignment (particularly transportation, translation or inviting other specialists, printing, copying, post or notary costs, as well as other judicial expenses), if it has been otherwise been specified by the agreement of the parties.

3.3.2 Advocates honorarium may be formed from an hourly payment, fixed amount, or other calculation acceptable upon the agreement of the parties. The amount of honorarium can be changed in proportion with the change of the volume of actual volume of obligations assumed under the contract, as well as according to the terms of execution of the assignment, new or additional assignment from the client, if those are accepted by the advocate and/or if it is not possible to perform the primary task without them.

3.3.3 An advocate or advocate's office are forbidden to share the honorarium with a person that is not an advocate, with the exception of payments of the advocate's office fees and payments associated with the invitation of specialists to perform advocacy services. In cases, when an advocate, participating in a commercial organization performing advocacy activities, has alienated his share (stocks) to a person that is not an advocate (with the exception of the family members of the advocate) or has acquired shares in such an organization, where persons who are not advocates participate as well, then within three months after the written warning by the President of the Chamber he/she must restore the former situation.

3.4. Acceptance of Assignment by more than One Advocate

3.4.1 Upon the wish or by the consent of a client, participation of more than one advocate in the same case is allowed. In such case, a contract may foresee and distribute the obligations, authorities and scope of action of advocates performing the assignment.

3.4.2 In case when a client, after concluding a contract on provision of legal assistance with a concrete advocate, concludes a contract with another advocate in connection with the same assignment without agreeing this initially with the first advocate, each of the advocates, that are not informed about involving another advocate, have the right to refuse

the contract, with the exception of cases, when it is forbidden to refuse to provide legal assistance according to the law.

3.4.3 In case, when the assignment has been undertaken by advocate's office, the later determines the advocates that shall provide legal assistance to the client, unless the parties have not agreed otherwise.

3.5. Advocate's Actions during the Performance of the Assignment

3.5.1 During the performance of the assignment of the client the advocate is not allowed to use means prohibited by the Law.

3.5.2 An advocate shall refuse the contract to provide legal assistance, if in the course of providing legal assistance to that client while performing the assignment, one of the circumstances provided for by paragraph 3.2 of the following Code had been revealed.

3.5.3 An advocate shall refrain from any action contrary to the interests of the client, shall not adopt any position without agreeing with the client, with the exception of cases when the advocate is convinced in self-incrimination of the defendant (client), shall not oppose the position of the client of not accepting the connection to or guilt in the case, as well as does not have the right to induce or persuade him to accept his/her guilt.

3.5.4 Convinced, that the crime incriminated to the defendant is unfounded, or the evidence obtained in the case witness about a lighter crime, and the defendant accepts the charges against him/her, the advocate must discuss these questions with one's client and thus agree on adopting a new position. If no agreement is reached in connection with a new position, the advocate has the right to hold an independent and autonomous position (independent from the client).

3.5.5 An advocate shall timely, conscientiously and diligently advice and defend his/her client and act on his/her behalf.

3.6. Informing about the Progress of the Assignment

3.6.1 An advocate shall regularly inform the client about the course of the assignment and answer his/her questions.

3.6.2 Informing may be made through telephone, e-mail, correspondence or private conversations.

3.6.3 In the event of changing the activity address or phone number, the advocate shall inform the clients and also the Chamber the new address or phone number within reasonable time.

3.7. Reconciliation Agreement (Friendly Settlement)

3.7.1 An advocate shall take all the reasonable means, depending upon him/her, to resolve the dispute in amicable settlement. An advocate shall discuss with the client the offer for friendly settlement from the opposing party, with the exception of cases when this kind of proposal on behalf of the opposing party has a tendency to unduly delay the lawsuit.

3.7.2 An advocate shall not create artificial disputes (bring cases to court) for the client to increase the amount of honorarium, with the exception of cases when the bringing a new case to court has been necessary to influence the result of the general case of the client or create other favourable situation for the client.

3.7.3 Even if being authorised to conclude a reconciliation settlement, the advocate shall agree (in writing, through e-mail or other means) the text or substantial conditions of the friendly settlement with the client or the customer, except for in cases when the client is absent from the Republic of Armenia and the friendly settlement fully reflects the interests of the client. Conclusion of a friendly settlement without the client's consent and in detriment to his interests, which has caused a significant damage to the client or has put an unnecessary burden on him/her amounts to a *clearly gross disciplinary violation*.

3.8. Termination of the Contract on Providing Legal Assistance

3.8.1 A contract on providing legal assistance can be terminated upon the mutual agreement between the advocate and the client at any time.

3.8.2 A client has the right to refuse the implementation of the legal assistance contract at any time, on condition of paying the advocate for the work that has been factually performed. An advocate shall not perform actions that can somehow impede the client to exercise this right.

3.8.3 An advocate, if the law does not forbid or nothing else is stipulated by the contract, has the right to refuse the implementation of the legal assistance contract on the following basis:

- 1) The client, contrary to the explanations of the advocate, performs actions connected with the assignment that are forbidden by the law.
- 2) The client insists on the achievement of the expected result that has objectively become impossible due to the newly emerged facts or circumstances.
- 3) The client makes gross violations of the obligations undertaken by him/her according to legal assistance contract.
- 4) Proper performance of the assignment becomes impossible due to the actions of the client contrary to the advice of the advocate.
- 5) The client performs actions that defame the advocate's honour, dignity and reputation.
- 6) The client refuses to make the payments fixed by the legal assistance contract.

3.8.4 If an advocate refuses to perform the legal assistance contract, he/she shall explain the client the reasons of refusing to provide legal assistance and refrain from such actions that may harm the client's interests. The advocate does not have a right to leave the case in a way and in such circumstances, in the result of which the client may find oneself at a loss and not get other legal assistance on time. If an advocate wants to refuse the contract on legal assistance within a time limit that does not exceed the seven day limit established

for the appeal of the court decision or other judicial act, and the client does not have a possibility to use the services of another advocate, then the advocate must continue to provide the legal services in this phase and perform other obligations defined by the legal assistance contract properly, and refuse the contract afterwards.

3.8.5 When terminating the contract, an advocate shall:

- 1) To return the part of the honorarium received according to the contract, for which no factual work has been performed, if not otherwise foreseen by the contract on providing legal assistance.
- 2) To return the unspent funds foreseen for the compensation of the expenses connected with the performance of the assignment.
- 3) To return to the client the documents handed to him or obtained by him during the process of the performance of the assignment (the advocate may keep the copies of those documents).

3.9. Client's Financial Means

3.9.1 An advocate, who obtains financial means at the expense of his/her client or a third party (hereinafter: client's financial means) shall pass it to the client's bank account or the sub-account opened in the name of the advocate, if not otherwise specified by a written agreement between the advocate and the client. The client's bank account shall be separate from the advocate's accounts. Advocate receiving clients' financial means shall put those on the account, until the owner of the financial means gives a consent that the financial means can be used otherwise.

3.9.2. An advocate shall maintain full and precise records of all the transactions with the client's funds and distinguish between the client's and his/her funds.

3.10. Professional (Indemnity) Insurance

3.10.1. If possible, advocates shall be insured against civil legal liability arising out of their legal practice to an extent which is reasonable having regard to the nature and extent of the risks incurred by their professional activities.

3.10.2. If this is not possible, the advocate shall inform the client of the situation and its consequences.

CHAPTER 4. RELATIONS WITH THE COURTS

4.1. Rules of Conduct in Court

A lawyer who appears, or takes part in a case, before a court or tribunal must comply with the rules of conduct applied before that court or tribunal, including the respect towards the judge and other participants of the trial. Obligation to obey these rules does not limit the possibility for an advocate to object to the actions of the judge or an arbitrator or enjoy other procedural rights. While expressing a due respect and courtesy (sympathy) towards the court, an advocate shall simultaneously defend the rights of his/her client freely

and without fear, without regards to his/her own interests or any possible consequences to him(her)self or any other person.

4.2. Fair Conduct of Proceedings

While representing the client's interests, an advocate shall be entitled to use of the possible means for fair trial and in his/her turn contribute to the implementation of fair trial.

4.3. False or Misleading Information

An advocate shall never knowingly provide false or misleading information to the court.

4.4. Communications (contacts) with Judges

An advocate may communicate with the judge to have professional discussions, with the exception of cases, when the judge examines a case with the participation of the advocate and the discussion concerns that case or can leave such an impression.

Being 'friends' on social network with a judge or being in the same interest group may not be considered as a proof (ground) of their dependant relationship.

CHAPTER 5. RELATIONS BETWEEN LAWYERS

5.1 General Character of the Profession

5.1.1 General character (corporate spirit) of the profession requires a relationship of trust and cooperation between advocates for the benefit of their clients and in order to avoid unnecessary litigation and other behaviour harmful to the reputation of the profession. This rule however may not be interpreted as a call to set the interests of the profession against those of the client.

5.1.2 An advocate should recognise all other advocates as professional colleagues and act fairly and courteously towards them.

5.2. General Limitations

5.2.1 An advocate shall not

- (1) allow actions or statements defaming dignity and reputation of another advocate
- (2) incite the client to refuse the contract on legal assistance with another advocate
- (3) discuss with the client in negative sense circumstances relating to the critics of another advocate's personal life, material situation, professional skills that do not relate to the remuneration and the performance of the assignment.

5.3. Communication with the Opposing Party

An advocate shall not directly exchange any information concerning the judicial or other issue with the opposing party, if that party is represented by another advocate,

without the consent of that advocate (moreover, the later shall be informed about this type of communication), except for the case, if the opposing party has initiated the meeting, or the advocate of the opposing party is not present during that process. An advocate shall inform the opposing party about the rule provided in this paragraph and organize the subsequent discussions in the presence of the advocate of the opposing party.

CHAPTER 6. RELATIONS WITH OTHER BODIES

6.1 Advocate's Relations with Preliminary Investigation and Investigation Bodies and the prosecutor

6.1.1 During the process of presenting the client's interests in pre-judicial proceeding, advocate's actions shall correspond to the requirements of the Code of Criminal Procedure and the Law.

6.1.2 In a pre-trial proceeding an advocate may not influence the body conducting the proceeding on the case by means forbidden by the law.

6.1.3 In a pre-trial proceeding, the advocate shall treat the trial participants with respect and remain within the limits of correctness, and to respond to the actions or non-correct expressions of the trail participants (prosecution) by means provided by the law, namely through applications, declarations, petitions, challenges, objections or appeals.

6.2 Advocate's conduct in places of preliminary detention, detention facilities and institutions

6.2.1 An advocate shall maintain the order established in places of preliminary detention, detention facilities and institutions and not transfer forbidden items to his/her client or another person.

6.2.2 In case of seeing an injury on the body of his/her client, the advocate shall find out the cause and undertake appropriate measures to defend the rights of his/her client.

CHAPTER 7. PUBLIC DEFENDER

7.1 Limits of Public Defender's Liability

7.1.1 In addition to disciplinary responsibility connected to work, public defender can also be held responsible for the violation of the rules of the Code, the provisions concerning other advocates, and provisions specified in this Chapter.

7.1.2 Holding the public defender liable for disciplinary matters connected with work is not an impediment to hold him liable on the ground of breaching the Code rules.

7.2 Inadmissibility for public defender to engage in other activities and receive gifts

7.2.1 The public defender may not provide legal assistance for other cases, except for a case of his/her relative, by the permission of the Head of the Public Defender's Office.

Violation of the rule specified in this sub-paragraph that has been made by a public defender that has been held liable during the last one year amounts to a *clearly gross disciplinary violation*.

7.2.2 Public defender shall not accept money or other expensive (more than fifty thousand AMD) gift from his/her client (in the meaning of this paragraph a client is the person that has applied for help and who is provided free legal aid). In case of getting the money or an expensive gift, the public defender shall, within the course of one day, file a written notice with the Head of the Public Defender's office or the Chairman of the Chamber, and hand in the accepted to the Chamber. Violation of the rule specified in this sub-paragraph amounts to a *clearly gross disciplinary violation*.

7.3 Conflict of Interest in Public Defender's Office

7.3.1 If public defenders of the Public Defender's office represent interests of conflicting parties, they must keep in secret the materials of the case from each other and do not make the case an object of discussion among themselves.

7.3.2 In the cases referred in the paragraph above, public defenders are obliged to submit notifications to the Head of the Public Defender's office and the Chairman of the Chamber, and from that point present the case only to different advocates assigned by the Chamber Chairman from the point of view of controlling the case.

Breach of any of the rules referred to in the following paragraph amounts to a *clearly gross disciplinary violation*.

CHAPTER 8. ASSISTANT ADVOCATE (ASSISTANT LAWYER) AND AN ADVOCATE FROM ANOTHER STATE

8.1 Assistant Advocate

8.1.1 Assistant advocate is the person who has received a license of an assistant advocate from the Chamber Board, who corresponds to the requirements of the Law and is represented by his/her chief advocate.

8.1.2 Assistant advocate shall abide to the chief advocate and act under his/her control.

8.1.3 Rules concerning the conduct of advocates apply to the assistant advocate to an extent that these rules can concern the assistant advocate.

8.1.4 Assistant advocate shall have an electronic e-mail and provide it to the Chamber to communicate with him. A note (letter) or a notice sent to the assistant advocate via e-mail is considered as a proper notice, even if the assistant advocate has changed the address and has not informed the Chamber about it.

8.2 Holding the Assistant Advocate Responsible

8.2.1 In case of breaching the requirements of this Code, an assistant advocate is subject to disciplinary proceeding, prescribed by the disciplinary responsibility Law and as

stipulated by the Code.

8.2.2 When the issue of disciplining the assistant advocate is discussed, also the fact of proper control by his/her chief advocate is being checked, and in case a fact of non-proper control is revealed, the chief advocate may also be held liable.

8.3 Advocate of another state

8.3.1 Advocate of another state shall perform advocacy activities in the Republic of Armenia according to the Law, Charter of the Chamber of Advocates and in the manner prescribed by this Code.

8.3.2 Towards an advocate from another state who is accredited by the Chamber, while performing functions on the territory of the Republic of Armenia, rules of conducts concerning the Republic of Armenia advocates shall apply to an extent that these rules can apply to an advocate from another state.

8.4 Termination of Accreditation

8.4.1 Accreditation of an advocate from another state is terminated if the latter has breached the requirements of this Code.

8.4.2 If it is possible to eliminate the first insignificant violation made by an advocate of another state and it has not caused a significant damage to the client, the Chamber Board may reprimand the advocate of another state

CHAPTER 9. REPEATED ACT

9.1 Disciplinary Liability for Repeated Action

9.1.1 A breach of any of the rules of the following Code by an advocate who has been subjected to disciplinary sanctions three times per year, shall amount to to a *clearly gross disciplinary violation*.

9.1.2 After being subjected to a disciplinary sanction for a disciplinary violation, repeating of the same violation shall be considered as a *clearly gross disciplinary violation*, except for the cases stipulated in paragraph 2.9 of the following Code.

CHAPTER 10. CONCLUDING PROVISIONS

10.1 After this Code comes to force, the Code of Conduct for Advocate (former Code) adopted by #3/2 decision of the General meeting of the Chamber on February 2, 2006 shall be repealed.

10.2 This Code has no retroactive effect.

10.3 An advocate can be held liable for a violation of the Code only for an act performed after the Code comes into force.

10.4 If an advocate has performed an action during the former Code being in force,

and that action has been considered as a violation according to the former Code, as well as is considered a violation according to the Code, then the advocate is subject to liability for the violation of the Former Code.

10.5 If an advocate has performed an action during the former Code being in force, and that action has been considered as a violation according to the former code, while it is not considered as such according to the new Code, that action is not considered as a violation and the advocate cannot be held liable for it.

10.6 The right of interpretation of the Code is given to the Chamber Board.

10.7 The Chamber Board shall ensure uniformity in applying the rules of the Code. The Chamber Board may change its former position based on the law development considerations. In that case, the Chamber Board must present solid arguments about the need to change the former position.

10.8 The “Procedure of Initiating Disciplinary Proceedings against an Advocate” is an integral part of this Code.

10.9 The following Code shall enter into force from February 15, 2012.