

# **Ethics and Role of Counsel in International Arbitration**

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**National Report of Spain**

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## Questionnaire

### 1. Applicable Ethics Rules

#### 1.1 What are the statutory laws and/or (private) regulations regulating the conduct for the legal profession in your country?

The regulations governing the conduct of Spanish lawyers can be found in Title III of the *Estatuto General de la Abogacía* (General Statute for the Practice of Law) approved by Royal Decree 658 of 22 June 2001 (RCL 2001/1679) and in the *Código Deontológico de la Abogacía Española* (Spanish Code of Conduct for the Practice of Law) approved in a Plenary Session held on 27 November 2002 and modified in a Plenary Session held on 10 December 2002.

In addition to these local regulations, rules of conduct have been established in individual regions within some of Spain's Autonomous Communities by the Boards of the Bar Associations for those Communities. These rules must be observed both by lawyers who are Bar Association members in the Community in question, and by lawyers who, though members of another Bar Association, are practising within that territory.

Thus, for example, Catalan lawyers must, when practising, observe the rules of conduct contained in Justice Department Ruling JUS/880 of 24 March 2009, which entered the Regulations for the Practice of Law in Catalonia in the Catalan Government's Register of Professional Associations.

#### 1.2 Which authorities are competent to enforce the identified rules and who has standing to make a complaint/submission to the competent authority, e.g., the client, the opposing party, the opposing party's counsel, other? What are the potential remedies for misconduct that are at the disposal of the enforcing authority? What are the differences with regard to the potential remedies set forth by the local ethics rules and Guidelines 26-27 of the IBA Guidelines?

Lawyers are subject to disciplinary liability in the event that they breach their professional or ethical duties. The disciplinary rules are imposed by both the Courts and the Professional Associations. The disciplinary powers of courts over lawyers are governed by the provisions of procedural law. Thus, section four of Article 247 of the Spanish Civil Procedure Act sets out the following: *"If the courts believe that any acts that are contrary to the rules of good faith may be attributed to one of the professionals involved in the process, notwithstanding the contents of the preceding section (which provides for the possibility of imposing fines), they shall notify the respective Professional Associations with a view to ascertaining whether the imposition of some form of disciplinary sanction may be applicable."*

Any disciplinary sanction or corrective action imposed on the lawyer by the Courts will be recorded in the lawyer's personal file, provided that it relates directly to the rules of ethics or conduct that the lawyer is obliged to observe in his or her dealings with the Justice Administration. In turn, any corporate disciplinary penalties will be recorded in the personal file of the official association member. The Dean and Governing Board of the Bar Association to which the lawyer in question belongs have the necessary competence to enforce this disciplinary jurisdiction. The corrective actions that may be applied are as follows.

- Private warning.
- Written warning.
- Suspension from practising law for a period of no more than two years.
- Expulsion from the Association.

The provisions relating to the conduct of Catalan Law Practices provide for the same kinds of penalties, and add further sanctions, such as:

- Fines of between 300 and 50,000 euros.
- An obligation to undertake professional or ethical training.
- Other financial penalties if the lawyer has benefitted financially from his or her breach.

Disciplinary proceedings are generally initiated at the request of the other party (lawyer and/or opposing party), or at the request of the lawyer's own client.

Comparing national Spanish regulations with Guidelines 26-27 of the IBA Guidelines, one observes that while the Spanish regulations are more specific regarding the corrective measures and sanctions to be imposed, setting out an exhaustive, definitive and properly defined list, the Guidelines establish a more flexible range of corrective measures and sanctions that are left to the discretion of the arbitration judge. Another significant difference is that while the disciplinary power to impose penalties in Spain lies basically with the Professional Associations, away from the arbitration or court proceedings in which the breach is committed (though it is true that the courts may also impose financial penalties), the IBA Guidelines leaves the power to impose sanctions in the hands of the Court of Arbitration.

- 1.3 Do the laws/regulations identified under 1.1 specifically address the conduct of counsel in international arbitration? If the answer is yes, briefly address the relevant provisions. If the answer is no, is the common understanding in your jurisdiction nevertheless that the local ethics rules are applicable to counsel in international arbitration (regardless of the seat of arbitration)?**

No, the ethical rules identified in section 1.1 apply not only to the conduct of counsel in international arbitration but also to the conduct of counsel in general in any of their professional actions, including arbitration.

- 1.4 In general, do the laws/regulations identified under 1.1 apply to in-house counsel as well, or do they only apply to outside counsel?**

The professional rules governing ethics and duties apply to all lawyers, both in-house and external.

- 1.5 In your jurisdiction, are there any decisions issued by the authorities identified under 1.2 above which pertain to the conduct of counsel in international arbitration proceedings?**

In Spain, arbitration awards are not made public, so the conduct of any counsel who may have been ruled against in a decision handed down in international arbitration proceedings is difficult to ascertain. It is a different matter if his or her conduct is assessed by a court as a consequence of the eventual annulment of an arbitration decision which, in the majority of cases, is determined by the infringement of some public order regulation. In any case, there are very few examples of this in Spanish case law.

- 1.6 In your jurisdiction, has a decision been issued already that addresses and/or refers to the 2013 IBA Guidelines on Party Representation in International Arbitration?**

In Spain, arbitration awards are not made public, so it is difficult to gain access to them. As regards court rulings resulting from the annulment of decisions due to an infringement of some right or public order regulation, there are some that cite the International Bar Association (IBA) rules. An example of a ruling that cites the said rules is Judgement No. 58/2013, handed down by the Madrid High Court, in which one of the parties filed an action for the annulment of a decision on the grounds that the evidence had allegedly been heard in a way that was irregular and harmful to the right of one of the parties to defend itself, since the witness evidence was heard in writing without the party being able to examine it in the presence of the witnesses. The party filing for the annulment of the decision alleged that the arbitrator had not followed normal arbitral practice, particularly the IBA Guidelines that allow for written statements but make their validity conditional upon the oral examination of the parties. Nevertheless, this judgement ruled that the principles of equality, hearing testimony, counter-

argument and defence had been respected and that the witness evidence had been agreed in accordance with CIMA Regulations.

## 2. Legal Status of Counsel

### 2.1 What is the role and legal status of counsel as reflected in the above identified ethics rules/laws, i.e., do the identified rules provide for any duties of counsel towards the Arbitral Tribunal / the client / the opposing party and the opposing party's counsel?

The ethical regulations and, more specifically, the General Statute for the Practice of Law, identify counsel as a *participant in the public duties of the Justice Administration* with which he or she works to advise, conciliate and legally defend the interests with which he or she is entrusted. *Under no circumstances does the defence of such interests justify deviating from the ultimate goal of Justice, by which the practice of law is bound.* (Article 30 of the Statute).

Both the General Statute for the Practice of Law and all the other regulations referred to in section 1.1 contain specific provisions regarding the rules of conduct that all lawyers must respect when practising their profession with their clients, in the courts, with the opposing party and with the opposing party's counsel. The regulations do not specify particular rules for the case of international arbitration, but it is understood that these will be the same as those established for counsel in his or her actions vis-à-vis the courts.

### 2.2 According to the local ethics rules identified under 1.1 above, is the representation of parties in international arbitration proceedings limited to specific professions, such as attorneys-at-law?

Local ethics rules do not make specific reference to the representation of parties in international arbitration proceedings. However, they do state that the representation of a party in any kind of proceedings is the responsibility of counsel and that both the Bar Associations and the Boards of the Autonomous Community Associations will ensure the exclusion of unqualified people. As a consequence, the answer is yes, the representation of parties in international arbitration proceedings in Spain is the exclusive responsibility of lawyers.

In this regard, the General Statute for the Practice of Law states that:

#### *Article 6.*

*The title and duties of lawyer are afforded **exclusively** to a Graduate in Law engaged in the professional management and defence of parties in all kinds of proceedings or the provision of legal advice and counsel.*

#### *Article 7.*

*The Bar Association shall ensure **that no-one is denied the assistance of a lawyer to defend his or her rights or interests**, whether the lawyer is freely chosen or appointed ex officio, with or without recognition of the right to free legal counsel, pursuant to the requirements set out to this end.*

*The bodies of the legal profession, acting in their respective areas, shall oversee the legal resources for which they are responsible, in order to remove any obstacles of any kind that prevent legal intervention by lawyers, including any regulatory obstacles, and in order to ensure recognition of their **exclusive right to act**.*

*The Bar Associations, the Boards of the Autonomous Community Associations and the General Council shall take any actions required as the result of alleged breaches or offences relating to unqualified personnel.*

*Article 8.*

*The **professional involvement of counsel** in all kinds of proceedings and in any jurisdiction **shall be compulsory when required by law**.*

***Counsel may practise his or her profession vis-à-vis any kind of Court, administrative body, association, corporation and public authority of any kind, notwithstanding his or her right to engage in the said practice with any private institution or individual whenever they require his or her services.***

*Counsel may act as the client's representative when this is not reserved in law for another profession.*

It is important to point out here that in Spanish procedural law, the representation of parties before the civil and mercantile courts is reserved for *Procuradores* (Court Agents), while directing and defending the party's case is reserved for legal counsel (Articles 23 to 35 of the Spanish Civil Procedure Act. However, this is not the case in arbitration proceedings, in which the party's representation and defence is the exclusive responsibility of counsel.

### **3. Remuneration of Counsel and Third Party Funding**

#### **3.1 How are counsels in international arbitration proceedings normally remunerated in your jurisdiction? Are there any limits/restrictions to be observed according to the local ethics rules identified under 1.1? Please particularly address whether counsel may agree on a contingency fees/conditional fee arrangements with regard to work related to international arbitration proceedings.**

Counsel is entitled to receive fees for his or her professional activities and to be reimbursed for any expenses incurred. The amount of such fees and way they are to accrue is freely agreed between the client and counsel, respecting ethical standards. Fees may be based on a fixed amount, regular payments, hourly rates, etc. Unless expressly otherwise agreed, the guidelines set down by the Bar Association for the territory in which counsel is working may be taken into account when setting the fees to be paid.

Counsel may freely agree his or her fees with the client, including the amount known as *cuota litis*, this being understood to mean an agreement between counsel and client prior to completion of the matter, under which the client undertakes only to pay counsel a percentage of the results of the case, regardless of whether this consists of a sum of money or some other benefit, asset or security that the client may obtain in the case. This kind of agreement was originally prohibited. However, prohibition of *cuota litis* payments was found by the Supreme Court in 2008 to be contrary to the Defence of Competition Act.

#### **3.2 In your jurisdiction, is third party funding of international arbitration claims wide-spread and accepted or rather unknown and viewed skeptically?**

Despite the fact that this is a mechanism that is often successfully used for international arbitration in other countries (Germany, England, the Netherlands, some states in the US), there is no evidence that it has been frequently used in Spain. Nevertheless, given that it is Spain's intention to promote itself as an international court of arbitration in the way that London and Paris have done, it is highly possible that this mechanism may become more widely accepted as a means of financing.

#### **3.3 Do the ethics rules of your jurisdiction (expressly and/or implicitly) address the issue of third party funding in international arbitration? If yes, please list the applicable rules and elaborate on their meaning. If no, do other rules/laws and/or case law of your jurisdiction address third party funding in international arbitration?**

No. No other law or regulation refers specifically to third party funding. This practice is not used in Spain, despite the fact that it is not expressly prohibited in any regulation. Some sources believe that to ascertain whether this practice would be legal in Spain, one should turn to Article 1,255 of the Spanish Civil Code,

which establishes the following: “*The contracting parties may establish the terms, clauses and conditions that they deem appropriate, provided that they are not contrary to the law, moral rectitude or public order*”. Given that there is no law that prohibits the use of this mechanism, debate would ultimately concentrate on whether it was contrary to moral rectitude or public order.

One should also bear in mind that the fact that the prohibition of *cuota litis* has been repealed and that the current ethics rules allow counsel and client to agree freely to the fees to be charged, TPF would seem to be implicitly admitted.

**3.4 Is there a duty under the local ethics rules for counsel to disclose third party funding on his client's side to the opposing party and/or the arbitral tribunal?**

No. As mentioned in the previous response, this is a practice that is rarely used and not regulated in Spain, and its legality is questioned by some sources.

**3.5 In your jurisdiction, is a difference made as to whether the third party funder is a professional funder or another third party (e.g. an affiliated company to the funded party) or e.g. a specific vehicle set up for the specific case? In answering this question, please consider both law and business practice.**

There are no specific regulations or case law in this regard.

**3.6 Are third party funders viewed differently from insurance providers? In answering this question, please consider both law and business practice.**

There are no regulations or particular business practice in this regard.

**3.7 In your jurisdiction is "maintenance and champerty" viewed as an issue with regard to third party funding? In answering this question, please consider both law and business practice.**

There are no regulations or particular business practice in this regard.

**4. Conflicts of Interest**

**4.1 According to the local ethics rules identified under 1.1 above, what is the general test for conflicts of interest of counsel? In practice, is the identified standard also applied in international arbitration cases where attorneys admitted to the local bar of your jurisdiction act as counsel?**

Local ethics rules in matters of conflicts of interest relate exclusively to conflicts of interest between counsel and his or her client. Thus, counsel may not agree to defend interests that are contrary to other interest that he or she is also defending, or interests that are contrary to counsel’s own interests. In the event of a conflict of interest between two clients of the same legal counsel, counsel must withdraw



from the defence of both, unless he or she has express authorisation from both to assume the defence of one of the parties.

Counsel may act in the interests of all the parties in the form of a mediator or in the preparation of contractual documents, with a duty to maintain objectivity.

Counsel may not accept cases that involve actions being taken against a previous client where there is a danger that the confidentiality of information obtained in relation to the former client may be violated, or that the results of such information may benefit the new client.

Likewise, counsel must refrain from working on matters for a group of clients affected by the same situation when a conflict of interest emerges between the clients themselves, or there is a danger of a breach of professional secrecy, or counsel's freedom or independence may be affected.

These rules also apply to lawyers who are acting in defence of their clients in international arbitration proceedings.

**4.2 Does Guideline 5 of the IBA Guideline have any equivalent in the local ethics rules identified under 1.1 above?**

No. Quite the contrary, in Spanish arbitration proceedings it is the appointed arbitrator who must withdraw in the event that he or she has a personal, professional or commercial relationship with the parties (Articles 17 to 20 of Spanish Arbitration Act 60 of 23 December 2003). The person proposed as arbitrator must disclose any circumstances that may give rise to justifiable questions regarding his or her impartiality or independence.

Likewise, the parties may challenge the arbitrator if the arbitrator is affected by circumstances that may give rise to justifiable questions regarding his or her impartiality or independence, or if he or she does not have the qualifications agreed upon by the parties.

**4.3 Do the local ethics rules identified under 1.1 above (either expressly or by analogy) in any way limit a client's ability to waive conflicts of interest of counsel in international arbitration?**

Yes, in the event of a conflict of interest between two clients of the same legal counsel, counsel must withdraw from his or her defence of both, unless he or she has express authorisation from both to assume the defence of one of the parties.

**4.4 Are Chinese walls accepted/commonly used in your jurisdiction, particularly with regard to international arbitration proceedings?**

Although there are no written regulations governing this issue, the judges and arbitrators hearing both international arbitration proceedings and court actions do

not, in practice, usually talk to one of the parties without the other one being present, meaning that there is, in practice, a sort of Chinese wall for the purposes of ensuring equality between the parties.

## **5. Communication with Opposing Party/(Prospective) Arbitral Tribunal**

### **5.1 According to the local ethics rules identified under 1.1 above (as expressly stated or by analogy), are counsel in international arbitration proceedings allowed to engage in direct communications with the opposing party? If the answer is no, are there any exceptions?**

No. Counsel must refrain from any communication with the other party when it is known that the other party is being represented or advised by another counsel, unless this colleague expressly authorises him or her to have contact with the client. When the other party does not have a lawyer, he or she must be recommended to appoint one.

### **5.2 Do the identified ethics rules under 1.1 above (expressly or by analogy) provide for any restrictions on ex-parte communication with the Arbitral Tribunal? Under which circumstances are ex-parte communications permitted? In your view, are there any discrepancies between the local ethics rules addressing communications with the Arbitral Tribunal and Guidelines 7-8 of the IBA Guidelines?**

The ethics rules governing the practice of law do not include any express regulation in this regard. However, it is true that, in practice, when one counsel requests a meeting with the judge or arbitrator, the counsel for the other party will frequently be invited to attend the same meeting.

### **5.3 Do the identified ethics rules and/or the lex arbitri of your jurisdiction regulate whether in international arbitration proceedings, counsel is allowed to contact the prospective arbitrator(s)? If yes, please state under what circumstances and to what extent such contact is permitted.**

No. The ethics rules say nothing expressly in this regard. However, in practice it is usual for the party that wishes to appoint an arbitrator to make prior contact with the arbitrator in question in order to ascertain whether he or she meets the special requirements for the case involved.

## **6. Contact with Witnesses/Experts**

### **6.1 Under the local ethics rules identified under 1.1, are counsel in international arbitration proceedings allowed to contact witnesses? Is there a difference to be drawn between own witnesses and opposing witnesses? Is there a difference to be drawn between outside counsel and in-house counsel?**

Even though the ethics rules say nothing in this regard, it is not prohibited for counsel to contact witnesses, even if they are witnesses for the other party. It is logical for counsel to be able to contact witnesses in order to ascertain what facts they know and to be able to prepare cross-examination questions based on the facts known by the witness. However, in the event that he or she contacts a witness, counsel is obliged to inform the witness that he or she must state the truth regarding the facts that he or she knows. There is no difference between an external and in-house counsel in this regard.

### **6.2 Under the local ethics rules identified under 1.1, to what extent, if at all, is counsel allowed to get involved in the preparation of the written witness statement/expert report?**

The ethics rules do not establish anything expressly in this regard. However, it is normal practice for counsel to contact or interview both witness (though witness is not obliged to attend lawyer's interview) and expert first, in order to ascertain the facts that the witness knows and the technical aspects of the expert report that counsel wants to entrust to the expert. After this interview, counsel will prepare the witness questions and the expert questions or points that the expert is to answer to the best of his or her knowledge and ability.

### **6.3 Under the local ethics rules identified under 1.1, is preparing a witness/expert for their appearance at the evidentiary hearing permitted and/or are there any particular restrictions?**

The Spanish Civil Procedure Act establishes an obligation for witnesses to tell the truth or be guilty of the offence of giving false testimony. Indeed, before they give their testimony they are required to swear an oath or promise that they will tell the truth (Article 365 of the Spanish Civil Procedure Act).

As regards experts, they are obliged to issue their expert opinions under oath or with a promise to act objectively. (Article 335 of the Spanish Civil Procedure Act).

As a consequence, although there is no reason why counsel should not contact either witnesses or experts, counsel may not indicate the answers that they are to give to the court, since they are obliged to tell the truth (witness) and act objectively (expert). Counsel must limit him or herself to requiring them to tell the truth.

**6.4 In your view, are there any discrepancies between the local ethics rules addressing contact with witnesses/experts and Guidelines 18-25 of the IBA Guidelines?**

Although local ethics rules do not specifically specify the relations that counsel should have with witnesses or experts, in practice there is no discrepancy with the rules set out in Guidelines 18-25 of the Guidelines.

**7. Integrity**

**7.1 Under the local ethics rules identified under 1.1, what duties/responsibilities does counsel in international arbitration proceedings assume with regard to the truthfulness of witnesses and experts?**

The only obligation assumed by counsel with regard to the statements and replies given by witnesses and experts in the proceedings are those referred to in section 6.3, i.e. advising them that false testimony or a lack of objectivity are punishable by law. Counsel is not responsible for any breach by witnesses or experts, unless it is counsel him or herself who has encouraged or induced such false testimony, in which case counsel may be civilly, criminally and disciplinarily liable.

**7.2 Under the local ethics rules identified under 1.1, what duties/responsibilities does counsel in international arbitration proceedings assume with regard to the truthfulness and completeness of factual and legal submissions presented to the arbitral tribunal? As to factual submissions, please particularly consider what duties are incumbent on counsel in international arbitration proceedings in case counsel i) becomes aware and is certain that, or ii) suspects that some documents/factual arguments submitted by it to the Arbitral Tribunal are not authentic/untrue?**

Spanish ethics rules clearly and firmly establish the foundations on which both counsel's own duties and the counsel-client relationship are based, these being independence, freedom of defence, trust and integrity and professional confidentiality (Articles 2 to 5 of the *Código Deontológico de la Abogacía* (Ethics Rules for the Practice of Law)).

Counsel must maintain his or her **independence** in the face of any pressure, coercion or indulgence that may restrict such independence, whether this relates to the public authorities, financial or factual influences, the courts, the client him or herself or even counsel's own colleagues.

The independence of counsel means that he or she can reject instructions coming from the client, counsel's work colleagues, other professionals with whom he or she works or any other person, institution or source of public opinion when such instructions are contrary to counsel's own professional criteria, and thus cease to

offer advice and/or defend the case when he or she believes that it is impossible to act with complete independence.

Counsel has both a right and a duty **freely to defend and advise** his or her clients, without using unlawful or unfair methods or acting fraudulently as a way of evading the law. Counsel is obliged to exercise his or her freedom to defend in accordance with the principles of good faith and the rules of proper professional practice.

The relationship between counsel and client is based on **trust** and requires counsel to behave entirely professionally, honourably, faithfully, truthfully and diligently.

The relationship of trust and confidentiality between a client and counsel means that the latter has both the duty and **the right to maintain the confidentiality of all facts or information that he or she becomes aware of as the result of his or her professional activities, and counsel may not be obliged to reveal such facts or information**. This right includes all confidences or proposals originating from the client and any facts or documents that counsel may have become aware of or received as a result of his or her professional activities. This duty of professional secrecy will remain even after counsel has ceased to provide services to the client, without any time limitation. Professional secrecy is a fundamental right and duty in the practice of law. In exceptional cases of extreme severity in which the maintenance of professional secrecy could cause serious and irreparable harm, the Dean of the relevant Bar Association may establish alternative ways of resolving the problem in question, weighing up the interests that have come into conflict.

As a consequence, given the obligation to act without wrongdoing and using legal means, in the event that counsel becomes aware that a document is false, he or she may refuse to file it in the proceedings. However, in the event that counsel is informed by his or her client that the document is false once it has already been filed in the proceedings, counsel will not be obliged to inform the court of this circumstance, which is protected by professional secrecy, though counsel will be obliged to inform the client of the civil and criminal consequences that such falsehood could entail for the client.

Finally, as regards the defence arguments relating to the facts forming the subject of the proceedings, it is important to bear in mind that **the client has the right not to give testimony against him or herself, and counsel must inform the client of this fact**.

**7.3 Do the ethics rules identified under 1.1 provide for any duties/responsibilities with regard to the production of documents? Particularly, is there a duty for counsel in international arbitration proceedings to make sure that relevant documents are preserved?**

No (see point 7.2 above). The only exception that could be made is that of “dawn raids” or inspections relating to the defence of competition, in which counsel is

obliged to inform his or her client of the consequences and penalties in the case of the destruction or disappearance of relevant documents during an inspection.

**7.4 In your view, are there any discrepancies between the local ethics rules addressing integrity and Guidelines 9-11 and 12-17 of the IBA Guidelines?**

In my opinion, the main discrepancy lies in the obligation on counsel under the Guidelines to file documents and disclose falsehoods with regard to his or her client, as opposed to the duty of professional secrecy established in local ethics rules. Although counsel is clearly not going to encourage his or her client to engage in any falsehood, if the client has committed a falsehood and informed counsel, counsel is not obliged to disclose the action or document in question. Professional secrecy is covered both by the Spanish Constitution (Article 24.2) and by the Spanish Judicial Power Act (Article 542.3), which establishes that *“Lawyers must maintain the secrecy of all facts or information of which they become aware as a result of any aspect of their professional activities and may not be obliged to disclose them.”*

**8. Liability of Counsel**

**8.1 In your jurisdiction, under what circumstances may counsel in international arbitration proceedings become liable towards its client? Please specifically discuss whether counsel might in any way become liable towards its client for ethical misconduct and the potential relevance of Guideline 26 of the IBA Guidelines in that regard. In answering this question, please particularly consider relevant case law.**

Lawyers are subject to civil, criminal and disciplinary liability. We refer to the contents of section 1.2. There is no local ethics rule with the contents of Guideline 26, though it is true that if a court warns of inappropriate conduct on the part of counsel, it may take the relevant measures listed in section 1.2.

**8.2 In your jurisdiction, are counsels obliged to take out a malpractice insurance? If yes, is there a minimum coverage requirement and do these insurance policies normally cover arbitration work?**

Article 21 of the Spanish Code of Ethics in the Practice of Law establishes that counsel must be covered for professional liability, using appropriate means or the recommended insurance policy, in an amount sufficient to cover the risks involved. One of the requirements when joining a bar association is to take out and pay the annual fees for coverage for civil liability. Normally, each Bar Association has a general policy for all its members, with minimum coverage that can be extended by the payment of an additional premium by the association's members. Current minimum coverage is 30,000 euros, and this can be extended to 400,000 euros or more. The policy will usually include professional activities in arbitration proceedings, though this will be conditional upon such professional

activities being carried out in an EU state and/or Andorra (any counsel who regularly acts in other countries within the EU must pay an additional premium).

**9. Comparison between the Local Ethics Rules and the IBA Guidelines on Party Representation in International Arbitration**

**9.1 To the extent not already addressed above, what rules, if any, of the IBA Guidelines do not have an equivalent in the local ethics rules?**

All of these points have been dealt with in previous sections.

**9.2 To the extent not already addressed above, what rules, if any, of the IBA Guidelines stipulate duties which are not imposed on counsel by the local ethics rules?**

All of these points have been dealt with in previous sections.

**9.3 To the extent not already addressed above, what rules, if any, of the IBA Guidelines which do have an equivalent in the local ethics rules, are i) more relaxed/ii) more severe than their local counterpart?**

All of these points have been dealt with in previous sections.

**9.4 To the extent not already addressed above, please compare the sanctions/disciplinary measures provided for in the IBA Guidelines with the sanctions/disciplinary measure stipulated in the local ethics rules.**

We refer to the contents of section 1.2.