

CODE OF ADVOCATE'S ETHICS

INTRODUCTION

The member advocates of the Chamber of Advocates of the Republic of Armenia (hereinafter “the Chamber”),

taking into account that according to the Constitution of the Republic of Armenia the human and his or her dignity are proclaimed as an ultimate value,

taking into account that the fundamental human rights and freedoms as an indispensable foundation and content of his or her dignity can have a guarantee of protection only in the Republic where appropriate level of advocacy services are available,

taking as a basis developed norms and onward practice in the field of advocacy in the Republic, grounding also on the prescribed norms in Code of Ethics by the Advocates of the European collaboration,

by the holistic expression of will accept this Code of Ethics (hereinafter the “Code”) towards which prescribed norms’ respect and maintenance are compulsory for the advocates of the RA Chamber of Advocates (hereinafter the “Chamber”).

G E N E R A L P A R T

Chapter 1. GENERAL PROVISIONS

Article 1. Relation between the Code and the RA “Law on Advocacy”

1. This Code does not substitute provisions prescribed in the RA Law on “Advocacy” but adds to and guarantees the proper administration of its requirements.

2. This Code defines rules of conduct for exercising advocates’ rights and obligations stipulated by the RA Law on “Advocacy” (hereinafter referred to as “Law”, the charter of the Chamber and other legislative acts.

Article 2. Fields of Impact of the Code

1. This Conduct extends:
to the advocate’s professional and other activities stipulated by this Code;
to the all members of the Chamber.
2. Norms of this Code are effective only on relations raised only after its approval.

Article 3. Interpretation of the Code

1. The right to interpret this Code belongs exclusively to the Board of the Chamber (hereinafter referred to as the “Board”).
2. If in certain circumstances there emerges necessity to interpret or explain this Code’s norms, an advocate can apply to the Board for acquiring explanation.

Article 4. Terms Used in the Code

1. The concepts below that are used in this Code shall be defined as follows:
 - A *client* is a person whose rights and freedoms represents, defends, or other legal assistance provides an advocate under the effective legislation in the manner prescribed by law.
 - *Law firm* – is the office founded by a sole entrepreneur or by an advocate having the status of a legal person.

Article 5. The Principle of the Legitimacy

1. In their professional practice advocates shall follow the norms of the RA effective legislation, charter of the Chamber and the requirements of the norms stipulated by this Code, shall be principled and law-abiding, shall respect rights of their clients, lawful interests, honor, dignity and professional reputation.

Article 6. The Principle of Independence

1. An important precondition for advocates to perform their rights and obligations in a proper manner is their professional independence.
2. An advocate shall not be involved in activities incompatible with the RA Law and this Code.
3. Advocates can represent clients' interests in any case, however, this will not mean that they accept the client's political, economic, social, moral, religious looks or activities.

Article 7. Competence

1. Public-legal significance of advocacy require from an advocate high-quality professional competence; knowledge of the legislation and practical experience of using that legislation; strategy, methods, tactics and oral advocacy skills.
2. An advocate shall zealously provide legal assistance to the client within his or her competence, which requires knowledge of relevant legal norms, scrutiny of all circumstances relating to the client's case, proper and zealous performance of case.
3. Advocates shall continuously improve their knowledge and professionalism and keep themselves aware of changes in current legislation.

Article 8. Respect towards Advocate's Profession

1. With their professional, public and all other activities advocates shall promote respect towards the essence and public calling of advocate's profession, maintain and improve their conduct.
2. An advocate shall not take actions degrading an advocate's reputation and conduct.
3. An advocate shall follow the decisions of Chamber's bodies made within their competence which, however, does not rule out the possibility of criticizing those decisions and appealing them in accordance with law.

Article 9. Confidentiality

1. An advocate's confidential information is information which the client provided an advocate on confidentiality condition, as well as such information and evidence that an advocate obtained through his or her own activities and which is not known to the public.
2. An advocate cannot be interrogated as a witness about circumstances with which he or she became aware as a result of legal assistance.
3. An advocate shall publicize confidential information if:
 - 1) written consent of the client is available;
 - 2) that is necessary for grounding and reasoning of the claims between him or her and the client arisen in the judicial dispute,
 - 3) an information is available about a grave and a particularly grave crime as proscribed in RA Criminal Code preparing to be committed.
4. An Advocate's confidentiality's maintaining requirement has no time limits.

Article 10. Peculiarities of Advertisement of an Advocate and Law Firm's Activities

1. An advocate and a law firm have the right to advertise their professional activity within the rules of effective legislature and this Code.
2. An advocate's and law firm's professional activity's advertising materials cannot contain guarantee of the result as well as comparisons with advocates and law firms independent from their nature.
3. If in advocate's (law firm's) advertisement legal assistance's conditions are being specified, an advocate shall provide legal assistance straightly appropriate with the conditions indicated in advertisement.

Article 11. Limitations in Advertising an Advocate's Activities

1. Advertisements can be placed in periodical publications, guidebooks, information bulletins, as well as via TV and radio, through broadcasting advertisement materials.
2. An advocate has the right to offer his or her services in person or through mediators.

Article 12. The Principle of Openness of an Advocate's Activities and Limitations in Cooperation between an Advocate and the Media

1. An advocate who represents a client in a criminal case till the end of investigation has the right to publicize the materials of preliminary investigation only with consent of the body conducting criminal proceedings.

2. An advocate shall not disclose information of which he or she disposes through involvement in a given case and which are related to private life of a person, public moral, public order and national security.

3. An advocate can provide the following information to the media till the end of preliminary investigation of criminal cases:

3.1. general nature of a criminal case and the content of an initiated criminal claim,

3.2. the following general information about the progress of the criminal case including information on disclosure of a crime, qualification of an action, violations made by the body which carries out the criminal proceeding and with the consent of a client, also information about the client's place of residence, employment, family status, and, if the client is detained, information about the reasons of detainment;

4. An advocate can request media to find people who possess information about a given case.

SPECIAL PART

PART 2. ADVOCATE-CLIENT RELATIONS IN THE PHASE OF ACCEPTING THE ASSIGNMENT

Article 12. Bases for an Advocate to Provide Legal Assistance

An advocate provides legal assistance in accordance with the RA Law on Advocacy and on the basis of a contract made with a client on providing legal assistance or on a basis of an appointment made in accordance with the laws of the Republic of Armenia.

Article 13. The Condition of Accepting a Client's Assignment

1. If a client's assignment and the measures to achieve result desired by the client are unlawful then an advocate shall explain the client about inadmissibility of such methods and inform about the lawful ways of reaching such or similar results, and if an advocate cannot reach an agreement with the client nor can he or she hold the client back from the intention to apply unlawful methods for achieving the desired result then an advocate shall refrain from taking the client's assignment.

2. In accepting an assignment on providing legal assistance an advocate shall take into account his or her ability to fulfill the task and shall refuse to accept the task if an advocate has reason to believe that he or she may not be able to meet the requirement of competence set forth in these Rules.

3. An advocate shall not accept a client's assignment on legal assistance if the advocate cannot diligently and on time perform the assignment because of the workload and for other reasons.

4. In the investigation and trial stages, an advocate shall not accept an assignment on providing legal assistance on a client's case from an official in charge of investigation of that case.

Article 14. The Principle of Confidentiality in the Phase of Accepting an Assignment

1. An advocate shall not accept an assignment fulfillment of which may cause a violation of confidentiality of a client of a given or other case, except for cases when the person interested in such confidentiality gives a written consent.

2. In case of refusing from a client's case an advocate shall keep confidential any information he or she possessed in the course of negotiations with the client.

Article 15. Informing a Client on Legal Standing of a Case

1. In case an advocate finds there are no sufficient legal bases for a client's assignment, the advocate shall inform the client about it and propose possible options for reaching the desired goal.

2. If no agreement is reached between an advocate and a client, the advocate shall refuse to accept the assignment.

3. An advocate, except for diligently and qualifiedly performing his or her duties shall not give other guarantees particularly; an advocate shall not guarantee the outcome of an assignment being performed, irrespective of its foreseeability.

Article 16. Circumstances Excluding an Assignment's Acceptance

1. An advocate shall not accept a client's assignment if he or she is in kinship with officials participating in that case.

2. An advocate shall not provide legal assistance to two or more clients on the same issue if there is a conflict of interests. An advocate may accept the assignment only in case of a written consent of the client.

3. An advocate shall not accept a client's assignment in other cases provided by the RA Law on Advocacy.

Article 17. Conditions for Concluding a Contract

1. An advocate shall ascertain before concluding a contract with the client whether the client has not concluded an identical or alike contract with the other advocate (law firm).

2. If the client has already concluded an identical or alike contract with the other advocate, the advocate may accept the assignment only if he or she meets the requirements set forth in this Code, which is, after assuring that the contract with the former advocate (law firm) is routinely terminated.

Article 18. Bases for Accepting a Client's Case by Several Advocates

1. With a client's will or consent, more than one advocate can accept the same case. In such case, duties, authorities and the scope activities of the advocates jointly fulfilling a client's task can be stipulated and distributed in a contract.

2. If after making a contract with an advocate on providing legal assistance a client makes another contract with another advocate without prior approval of the first advocate, and each of the advocates is unaware of the inclusion of other one can terminate the contract on legal assistance except for cases provided by law when it is prohibited for an advocate to withdraw from providing a legal assistance.

Article 19. Persons Whose Request on Legal Assistance Can be Accepted by an Advocate

1. An advocate can accept a request on legal assistance from a client directly, from a representative authorized by a client to make a contract, from representative of a minor or a disabled (partially disabled) person, from the relative of a suspect or a defendant, with the request of a suspect or a defendant or from another person, also with the appointment by the Chamber in accordance with law.

2. In all cases when request was not made by the client directly, an advocate shall provide legal assistance only with the client's consent.

CHAPTER 3. ADVOCATE-CLIENT RELATIONS IN THE PHASE OF FULFILLING A CLIENT'S CASE

Article 20. The Principle of Lawfulness in the Phase of Fulfilling Client's Case

1. An advocate shall not use unlawful methods in the process of fulfilling a client's case under any conditions.

2. An advocate shall waive a contract on providing legal assistance if providing legal assistance to that particular client in the phase of performing the assignment is incompatible with the requirements set forth in Article 15 paragraph 1, Article 16 paragraph 1 and Article 17 of this Code.

3. An advocate shall not take a position other than the client's without prior agreement between them; particularly an advocate shall not recognize his or her client's guilt proven if the client does not admit it, likewise an advocate shall not incite or persuade a client to accept his or her guilt.

4. In case an advocate comes to a conclusion that guilt prescribed to his or her client is not reasonable or proofs obtained as a result of study of the case denote to not very grave crime, but the defendant admits charges against him or her, the advocate shall discuss these issues with his or her client and agree to take a new position. If no agreement is reached on developing a new position, the advocate can have a different position independent of the client.

Article 21. Protection of the Client's Right to Select an Advocate for Providing Legal Assistance in the Phase of Fulfilling a Case

1. The right of selecting an advocate belongs exclusively to the client except for cases stipulated by law.
2. An advocate shall not fully or partially assign a client's case to another advocate without the client's consent.
3. Involvement of other advocates for joint work on a given case is allowed only by following the requirements of this Code.

Article 22. Informing about the Process of Performing a Client's Case

1. An advocate shall constantly keep a client informed on the process of performing the assignment and respond to the client's questions.
2. A client has a right to receive information about the case any time he or she deems it necessary.

Article 23. Contract on Providing Legal Assistance

1. An advocate and a client shall conclude a contract on providing legal assistance.
2. A contract on providing legal assistance can be oral only in a case it is impossible to conclude a written one because of an urgent need to provide legal assistance to the client and for other reasons. In such a case a written contract shall be concluded after providing legal assistance within reasonable time.

Article 24. Honorarium and How to Pay Honorarium

1. Honorarium is an admissible way of remuneration for an advocate for rendering legal assistance provided under a contract.
2. The amount of honorarium is determined by an agreement between an advocate and a client in which the following factors can be considered, including complexity and size of the legal issue, time required for proper performance of an assignment, experience, professional skills of an advocate, time limits, the level of urgency and other factors.
3. Honorarium shall be paid at the time of concluding a contract on legal assistance if a contract does not stipulate otherwise.
4. The amount of the honorarium can vary in accordance with the increase or decrease of legal assistance, with variation of time limits set forth in the contract for fulfillment of the assignment, with formation of new or additional assignments made by the client if they are accepted by the advocate and/or without them the main task is impossible to fulfill.

Article 25. Other Remunerations for Actual Expenses Incurred in the Course of Fulfillment of a Case

1. Apart from an honorarium, an advocate can also charge the client for actual expenses incurred in the course of the case (payment to experts, transportation expenses, printing, copying, translation, notary, telephone bills and other expenses).

Article 26. Termination of a Contract on Providing Legal Assistance

1. A contract on legal assistance can be terminated any time by mutual consideration of an advocate and a client.

2. A client can terminate a contract on providing legal assistance any time and in condition of compensating for actual tasks performed by an advocate. An advocate shall not exert any pressure on a client in order to impede with the client's exercise of that right.

3. An advocate can terminate a contract with a client before the end of the contract's term if the law does not stipulate otherwise under the following conditions:

the client takes a course of action related to the case contradicting with law, ignoring the advocate's explanations;

disregarding advocate's explanation, the client insists on pursuing the goal which becomes impossible with newly emerged circumstances or facts;

A client makes gross violations of terms of the contract on providing legal assistance;

Proper fulfillment of client's request becomes impossible because of the client's actions which are adverse to advocate's advice;

A client takes actions degrading an advocate's honor, dignity and reputation;

A client refuses to pay honorarium or actual expenses set forth in the contract.

4 In all cases of termination of a contract with an advocate's initiative, the advocate shall explain the reasons for termination, and take all reasonable necessary measures for protection of lawful interests of the client.

Article 27. Advocate's Duties in Terminating a Contract

1. In terminating a contract, an advocate shall:

- return the part of paid honorarium for which no actual work has been done, unless otherwise provided by the contract;
- return client's property given to the advocate for keeping and funds planned but not used for covering actual expenses for the case;
- return to the client documents received during performance of an assignment and in case of an inquest by a client return all copies of documents prepared by the advocate or being under his or her preservation which pertains the client's case.

2. This Code does not apply to cases when an advocate terminates a contract for the reason that a client refuses to pay the full amount of honorarium set forth in the contract or actually fails to pay it.

Article 28. Peculiarities of the Code for the Public Defenders

1. A defendant appointed by the Chamber of Advocates (public defendant) shall perform the tasks assigned to him or her by decision of officials in cases provided in functioning legislature, by the Chamber of Advocates or without such a decision.

2. A public defendant shall waive from representing the client's interests only in cases prescribed in Article 16.

3. Appointed legal assistance can in any phase be substituted with the compensating legal assistance in manner set forth in the charter of the Public Defender's office.

CHAPTER 4. ADVOCATE'S RELATIONS WITH THE COURT AND PRE-TRIAL PROCEEDINGS', COURT'S AND CRIMINAL PROCEEDINGS' PARTICIPANTS

Article 29. Advocate's Relations with Bodies of Preliminary Investigation and of Inquiry, Prosecutor, Judge and Other Participants of Criminal Proceedings

1. In representing a client in pre-trial proceedings and in court, an advocate shall follow civil and criminal procedural codes, the Law on Advocacy, the Charter of the Chamber, the requirements of this Code, as well as other legal acts regulating conduct of trial participants.

2. During a pre-trial and trial proceedings an advocate shall not:
try to influence the body conducting procedure of a given case with unlawful methods;
violate conduct governing during pre-trial procedure and a court hearing, make statements degrading honor and dignity of the court and other trial participants.

3. During the pre-trial and trial proceedings and an advocate shall:

3.1. be respectful towards trial participants;

3.2. respond to faulty actions or statements made by court of trial participants with methods permitted by law, i.e. through official applications, statements, motions, challenges, objections or appeals.

3.3 Violation of trial norms by judges as well as in cases of violations of Ethics Code for judges an advocate can object and when it is necessary to apply to the Ministry of Justice and other competent bodies.

Article 30. Activities of an Advocate in Representing a Client in Court

1. During a trial, an advocate shall protect his or her client's interests by all possible means not prohibited by law, for which the advocate shall actively search and study evidence related to the case.

2. An advocate shall attempt to include such language in written trial documents, applications, motions, statements and arguments as to rule out their misinterpretation.

3. An advocate shall not impede to a settlement of a case in a lawful manner in case such settlement is in the client's interests.

CHAPTER 5. RELATIONS AMONG ADVOCATES

Article 31. General Ethical Principles in Relations among Advocates

1. Relations among advocates shall be formed based on mutual respect and protection of advocates' professional rights.

2. An advocate shall not:

- make statements degrading another advocate's dignity and damaging his or her professional reputation;

- incite another advocate's client to terminate the contract on providing legal assistance.

Discuss with a client another advocate's private life, financial situation, professional skills, conditions of compensation for the work done and other facts not related to the case.

CHAPTER 6. AN ADVOCATE'S RELATIONS WITH

CHAMBER

Article 32. Legal Consequences of Charter's Violation

1. For violation of the Charter's requirements an advocate can be subjected to disciplinary sanction in accordance with the RA Law on Advocacy and the Charter of the Chamber.

Article 33. An advocate's responsibility for Violations of Charter's requirements by Advocate's Assistants or trainees

1. An advocate can be subjected to disciplinary sanction for violation of the Code on the part of the advocate's assistant or trainee if the advocate:

- did not acquaint with this Code at time;
- did not realize proper monitoring on separate actions of his or her assistant and trainee provided in a contract on legal assistance.

The present adopted and approved by the 18.02.06 general meeting of the Chamber and is entered into force with the following date.