

*APPROVED by decision 1-L dated 19 October 2019 of the General Assembly of the  
Chamber of Advocates of the Republic of Armenia*

*Republic of Armenia Chamber of Advocates  
President Ara Zohrabyan*



# **CODE OF CONDUCT OF ADVOCATES**

(RESTATED)

City of Yerevan, 2019

## CHAPTER 1. PREFACE

The Code of Conduct of Advocates prescribes the principles of advocate ethics and the rules of conduct of advocates, which are based on the moral standards and traditions of the advocacy, as well as the international standards and rules of advocate activities.

The procedure of conducting disciplinary proceedings in respect of an advocate are prescribed by the Republic of Armenia Law on Advocacy and this Code (including the “Regulation on Conducting Disciplinary Proceedings in Respect of an Advocate,” which is an Appendix to this Code).

### 1.1. Role of the Advocate in Society

The advocate assumes a special role in a society based on respect for the rule of law. The advocate's obligations are not confined to the diligent performance of assignments. The advocate is called to serve the interests of justice, as well as the rights and privileges entrusted in the advocate for defending the interests of the client.

Respect for the advocate's professional activity is a key prerequisite of rule of law and democracy in society.

The advocate's activities impose a variety of legal and moral obligations upon the advocate, namely:

- To the client: the advocate explains to the client the rights and obligations of the client and the legal consequences of their realization, and diligently represents the client's interests;
- To courts and other bodies in which the advocate represents the client's interests: in this relationship, the advocate shall treat with respect the bodies with which the advocate deals, shall strive to promote the development of law and the improvement of legal practice, as well as the proper and legitimate administration of justice;
- To the advocate profession in general and to each member of the profession in particular: as a responsible member of the advocates community, the advocate shall constantly improve his knowledge, demonstrate respect to advocates, and avoid conduct undermining trust or respect in advocates or the advocacy;
- To society, for which the existence of a free and independent advocacy profession, coupled with respect for the rules concerning the profession, is a key means of protecting human rights. The advocate shall, through his conduct, help to raise legal awareness of society, including showing a role model of a defender of rights with his personal example.

## 1.2. The Nature of Principles of Professional Conduct

The principles of professional conduct were elaborated by the Chamber of Advocates of the Republic of Armenia with a view to safeguarding the proper functioning of advocates, which is deemed important in all civilized societies. The elaboration of the principles has benefited considerably from the traditions developed by advocates of the Republic of Armenia, as well as the Code of Conduct for European Lawyers developed by the Council of Bars and Law Societies of Europe.

Incorrect application of those principles by an advocate may lead to disciplinary penalties.

The procedure of conducting disciplinary proceedings in respect of advocates is prescribed by the Law and this Code (Appendix 1).

## 1.3. Objective of the Code

The increase in the activity of advocates has necessitated, within the frames of public interests, the articulation of common rules that will concern all advocates of the Republic of Armenia.

The rules prescribed by the Code of Conduct of Advocates should be interpreted and applied in the context of the Republic of Armenia Law on Advocacy, the Bylaws of the Chamber, Point 1.1 of this Code, and general principles.

A decision adopted as a result of disciplinary proceedings initiated on the ground of an alleged violation of the Code of Conduct of Advocates shall be based on the principle of individualization of responsibility and, in the application of this Code, take into consideration the facts underlying a specific violation of the rules and the circumstances aggravating and mitigating the advocate's responsibility.

The Code contains general rules (principles defining the ethical scope of the conduct of an advocate, which apply directly and give rise to legal consequences) and special rules. Special rules are the framework for the implementation of certain principles in the Code. If the features characterizing an advocate's act are prescribed by both general and special rules, the advocate's act will be qualified only under the special rule.

A number of rules in the Code are blanket rule, and the regulation prescribed by them becomes complete in combination with the relevant provisions of other legal acts.

When applying the rules in this Code, it is necessary to take into account that the regulation of an advocate's conduct is not limited to this Code, and the conduct of an advocate—as a participant in private and public relations—is subject to regulation by other binding legal acts, as well. The imposition of disciplinary liability upon an advocate shall not preclude the application of other means of legal liability on the advocate for the same act.

The Council of the Chamber has the power, upon its initiative or based on an

advocate's application, issue clarifications on the interpretation and/or application of the rules of the Code of Conduct of Advocates. Clarifications issued by a decision of the Chamber Council shall have legal force and published on the Chamber's website, if at least nine members of the Chamber Council have voted for such decision. The advocate's application shall contain also the advocate's version of the clarification of the rule in the Code. The Council of the Chamber of Advocates shall discuss the advocate's application within 60 days.

#### 1.4. Definitions

- **Chamber:** the Chamber of Advocates of the Republic of Armenia;
- **Law:** the Republic of Armenia Law on Advocacy;
- **Council:** the Council of the Chamber;
- **Advocate:** a person who is a member of the Chamber and has a license to act as an advocate;
  - **Advocate Office:** (1) a commercial organization that carries out advocate activities, when an advocate has a 100 percent participation in its statutory capital, and an advocate/advocates exercises/exercise the powers of the executive body (executive director, director, or collegial executive body); or (2) a sole entrepreneur advocate, who carries out advocate activities in person or through staff; or (3) a non-commercial organization that carries out advocate activities;
  - **Support Staff:** natural persons (including non-advocates) that work in an Advocate Office;
  - **Client:** a natural person or a legal entity (a state or a community) that has sought the advocate's help. A client is also an orderer;
  - **Orderer:** a non-client natural person or legal entity that has concluded an agreement with an advocate or an advocate office for representing the client's interests;
  - **Opposite Side:** a person who has a dispute with the advocate's client, or the other side in a procedure of the advocate's client;
  - **Honorarium:** the remuneration stipulated for advocate services;
  - **Host State:** the state in which the an advocate of the Republic of Armenia carries out advocate activities;
  - **Organization of Public Significance:** an organization that has a monopoly or a dominant position in a commodity market, or a non-state organization that provides services to the public in the fields of health, sports, education, culture, social security, transport and communications, utilities, and in the financial market (including banks, insurance companies, and organizations supplying gas, water, and electricity);
  - **Public Defender:** an advocate who works in the Office of the Public Defender, which

is a structural subdivision operating as a part of the Chamber;

- **Year:** calendar year (12 months), which is counted from the day following the date or event specified in the rule of conduct;

- **Chapter, Point, or Sub-Point:** the structural units of the Code. The provisions are stated as numbered points. Points are in turn divided into numbered sub-points. Points that are to a large extent homogenous are unified in Chapters;

- **Disciplinary Violation:** a violation of any rule of the Law, the Chamber's Bylaws, and/or this Code by an advocate. A disciplinary violation is also an act that is manifested in the following manner:

- a. An advocate inciting or aiding another advocate's violation of the Code or organizing the commitment of the violation;

- b. Committing an act stipulated by the Criminal Code of the Republic of Armenia; or

- c. Exerting unlawful influence on an official or another body for the purpose of achieving a desirable result personally or for his client;

- **Disciplinary Violation Committed with Intention:** an act contradicting a rule of conduct of advocates (a disciplinary violation) is considered committed with intention, if the advocate comprehended the illegal nature of his conduct (i.e. comprehended that it contradicts the rule of conduct of advocates);

- **Conflict of Interests:** a real or reasonably likely incompatibility between the private interests of the advocate's two or more clients or between the advocate's private interests and the client's private interests. Conflict of interests includes, but is not limited to the following cases:

- a. The advocate's representation of the interests of his client damages the interests of another client of the advocate; or

- b. There is an imminent risk that the advocate's defense of the interests of his one or several clients will significantly limit the performance of the advocate's duties to another client of the advocate;

- **Other bodies:** state or local self-government bodies, including bodies conducting criminal prosecution and bodies that have the power to carry out administration and administrative proceedings.

## CHAPTER 2. GENERAL PRINCIPLES

### 2.1. Independence

In the performance of professional activities, an advocate shall be independent, i.e. free from influences, especially influences that may arise out of the advocate's personal interests or external pressure and may negatively affect the client's case. An advocate shall

avoid weakening of his independence and be attentive to the professional standards, so as not to adapt them in order to please the court or third parties.

This independence is necessary also in undisputed cases and in court proceedings.

When representing the interests of his client, an advocate shall refrain from actions that may identify the advocate with the client. Actions performed in the client's interests in the frame of the advocate's professional duties may not be deemed identification with the client.

## 2.2. Trust and Respect towards Advocacy

2.2.1 The professional independence, decency, honesty, and integrity of the advocate are conditions necessary for the trust of citizens or society towards advocates or the advocacy. The abuse of trust is incompatible with the calling of the advocate.

2.2.2 In professional, societal, public speech, or other fields, the advocate shall avoid conduct (actions or inaction) that may cast doubt on or undermine trust or respect towards the advocate or advocacy.

2.2.3 The principles enshrined in the Code stand higher than the client's will. It shall be prohibited to fulfill the client's wishes or demands aimed at violating the Law, the Chamber Bylaws, or the rules prescribed by this Code.

## 2.3. Confidentiality

2.3.1 Confidentiality is the essence of an advocate's work, i.e. the client communicates to the advocate information that the advocate will not disclose to others, and the advocate shall possess such information on the basis of confidentiality.

2.3.2 Advocacy secrets shall include information and evidence that a person seeking legal assistance has communicated to the advocate, as well as the content and nature of advice given by the advocate, and information and evidence (materials and media) that the advocate has obtained on his own during the performance of advocate activities.

There can be no trust when confidentiality is uncertain. Therefore, confidentiality shall be a primary and core right and duty of the advocate.

The advocate's duty of confidentiality shall serve the interests of the administration of justice and the interests of the client.

2.3.3 The advocate shall maintain the confidentiality of all the information about which the advocate has learned during his professional activities.

2.3.4 The duty of confidentiality is not time-barred.

2.3.5 An advocate office or an advocate shall conclude an agreement on non-disclosure of information with his assistants, employees, and professional service providers engaged in the activity by the advocate, or shall incorporate provisions on such non-disclosure in an employment contract concluded with such persons.

2.3.6 The disclosure of an advocacy secret shall be permitted only in cases directly prescribed by the Law.

2.3.7 If a non-client ordered has concluded an agreement with the advocate or advocate office, the advocate shall, after receiving appropriate confirmation of his powers from the client, refrain from disclosing to the orderer any information related to the client's case, except when the client has given consent.

2.3.8 For purposes of Point 2.3 of this Code, "a client" is any person who has, for purposes of receiving legal assistance, provided information to the advocate or advocate office.

#### 2.4. Respect for the Rules of Other Associations of Advocates and Law Societies

When acting abroad, an advocate shall be obliged to comply with the professional rules of the respective advocacy organization of the Host State.

#### 2.5. Incompatible Activities

2.5.1 In order for an advocate to act without restraint, independently, and consistently with his duty to administer justice, the advocate shall be prohibited from carrying out advocate activities whilst in state service or municipal service.

2.5.2 The advocate may render advocacy services to state or local self-government bodies.

#### 2.6. Interests of the Client

2.6.1 In compliance with the requirements of the Law, the Bylaws, and the Code, the advocate shall constantly defend his client's interests and put them above his personal interests and the interests of advocate colleagues.

2.6.2 Regardless of whether the agreement with the advocate was concluded by the client personally or an orderer, the advocate shall be guided solely by the interests of the client.

2.6.3 The advocate shall, in line with the client's interests, undertake reasonable efforts to facilitate the speedy implementation of the judicial, administrative, arbitration, or legal process of the client's case.

#### 2.7. Competence

2.7.1 The social-legal significance of advocate activities requires the advocate to have strong professionalism, knowledge of the legislation, practical experience, and command of the advocacy tactical methods and means and the art of public speaking.

2.7.2 An advocate shall provide legal assistance to his client in good faith and to the

best of his professional abilities, which implies knowledge of the relevant branch of law, study of all the circumstances related to the client's assignment, and performance of the actions necessary for the proper execution of the assignment.

## 2.8. Improvement of Knowledge

2.8.1 An advocate shall continuously improve his knowledge and professional abilities, and follow the legislative amendments.

2.8.2 An advocate shall take part in training courses provided by the Law in the procedure and timeframe approved by the Chamber Council.

## 2.9. Relationship with the Chamber

2.9.1 An advocate shall pay to the Chamber membership dues in the approved amount and procedure.

2.9.2 An advocate shall execute (respect) the decisions adopted by the Chamber's bodies within the limits of their authority, which shall not preclude having a critical stance on such decisions and challenging them in the cases and procedure defined by law.

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

2.9.4 An advocate shall be obliged to have an e-mail address and provide it to the Chamber for contacting the advocate. A letter or notice sent to the e-mail address provided by the advocate shall be deemed proper notice, even when the advocate has changed the address and has failed to notify the Chamber thereof.

2.9.5 An advocate may not carry out insulting or defamatory activities (including insulting criticism) in relation to members of the Chamber Council, President, members of the Disciplinary Committee, or persons preparing the disciplinary case in connection with the exercise of their powers. The prohibiting rule contained in this point shall not preclude the advocate from expressing a critical stance towards them and challenging them in the cases and procedure defined by law.

2.9.6 An application by an employee of the Chamber, too, may serve as a reason for initiating disciplinary proceedings on the basis of the ground specified in Point 2.9 of this Code.

## 2.10. Publicity of the Activities of an Advocate

2.10.1 An advocate may, in the interests of his client, publicize his activity in a particular case. When exercising such right, the advocate shall take into consideration the limitations on data disclosure imposed by the pre-trial investigation body, as well as requirements arising out of a court-imposed limitation on the publicity of trial.

2.10.2 Prior to publicly presenting a case under this point, the advocate shall obtain the client's consent, except when the client is under the influence of fear or other factors and the



advocate is trying, in the interests of the client, to act publicly in order to eliminate or expose such influence.

2.10.3 In any case, the client may demand that the advocate stop publicly presenting the case.

2.10.4 The advocate or advocate office may place on hit website or promotional materials information on his clients (including clients that are legal entities or sole entrepreneurs) only with the client's written consent. The rule specified in this point shall not apply to the public conduct of the advocate or advocate office in the cases provided by sub-points 2.10.1 to 2.10.3 and 2.10.5 of this Code.

2.10.5 When the judgment in the case of the advocate's client is public (is made available in the Internet), the advocate or advocate office may analyze the case on his website or in his materials.

#### 2.11. Advocacy File

2.11.1 An advocate or advocate office shall prepare an advocacy file (folder) on each set of criminal, civil, or administrative proceedings, which shall contain the main materials of the proceedings. The file mentioned in this sub-point shall be protected as an advocacy secret, and the advocate or advocate office may not disclose it to any third party (including other bodies), except for cases determined by the advocate and his client and cases provided by the Law.

2.11.2 The minimum time period for keeping an advocacy case shall be three years after the completion of the case. The advocacy file may be stored electronically.

2.11.3 When the advocate provides pro-bono legal aid to a natural person or legal entity, and at the same time is a participant in an advocate office or a sole entrepreneur or an employee of an advocate office, the advocate shall maintain the accounting of such case separately from the other advocacy cases conducted on a for-profit basis.

#### 2.12. Rights-Protecting Nature of the Activity of an Advocate

2.12.1 The activity of an advocate is a rights-protecting activity. The main goal of an advocate is to provide legal assistance to the client.

2.12.2 An advocate may provide legal assistance pro bono, as well. The Chamber deems commendable the advocates' actions of providing pro-bono legal assistance to natural persons and non-for-profit organizations.

### CHAPTER 3. RELATIONSHIP WITH CLIENTS

#### 3.1. Accepting an Assignment

3.1.1 An advocate shall not conduct a client's case when the client's assignment is missing, except for the case mentioned in sub-point 3.1.2.

3.1.2 An advocate may conduct a case if:

- The advocate has been contacted by the client's relative or acquaintance; or
- The advocate has been contacted by the client's advocate or authorized representative.

Within a reasonable period of accepting the assignment mentioned in this sub-point, the advocate shall obtain appropriate confirmation of his powers from the client or the client's authorized representative. A power-of-attorney issued in accordance with the law in the advocate's name may be deemed equal to such confirmation.

If the identity, authority, and power of the person giving the assignment to the advocate are not clear and were not established through the advocate's efforts, the advocate shall refuse the assignment.

3.1.3 After accepting the case, if it will be conducted on a paid basis, the agreement on the provision of legal assistance shall be concluded in simple written form by the advocate office. Such agreement shall be concluded within a reasonable period (within two months of the moment of *de-facto* undertaking of the assignment), if there is a need to check the volume of the services or certain circumstances of the case.

3.1.4 An agreement on the provision of advocate services on a paid basis shall contemplate:

- The amount and payment procedure of the honorarium; and
- The nature and volume of the assignment (instance, stage, etc.) or the criteria for determining them.

3.1.5 In case of providing pro-bono legal assistance, concluding an agreement between the advocate and the client is desirable in order to resolve future disagreements between them.

3.1.6 If the client's assignment or the means of achieving the desirable outcome for the client are not lawful, the advocate shall clarify to the client the impermissibility of using them and show the possible lawful path to achieving such outcome. If, nonetheless, agreement with the client cannot be reached and the client cannot be held back from the intention to use unlawful means, the advocate shall be obliged to refuse accepting the client's assignment.

3.1.7 When accepting the assignment to provide legal assistance, the advocate shall bear in mind his professional ability to execute it and shall refuse accepting the assignment if it becomes clear that the advocate cannot comply with the requirements of this Code. An advocate shall not undertake a case in which the advocate does not have the necessary knowledge and skills to provide qualified legal assistance to the client, unless the advocate is, with the client's consent, collaborating with another advocate who has the necessary knowledge and experience.

3.1.8 An advocate shall not accept an assignment to provide legal assistance, if the advocate cannot secure the timely and good-faith execution of the assignment due to workload or any other reason.

3.1.9 An advocate may not accept, from an official conducting the proceedings in the case at the pre-trial and trial stages, an offer to provide legal assistance in relation to conducting the case of a person related to the same set of proceedings. If an advocate cannot prove that the client or another private person instructed by the client has approached the advocate for protection in the criminal case, the Chamber Council may find that the advocate appeared in the criminal case proceedings upon the offer of the pre-trial investigation body. The Chamber Council may also take into account the nature of the actions performed by the advocate in terms of whether the client's interests have been properly represented. The combination of the act of the advocate being engaged in the case by instruction (offer) of an official of the pre-trial investigation body and the failure to provide adequate legal assistance to the client is ***an obvious grave disciplinary violation***.

3.1.10 The advocate may not give any guarantees other than the good-faith and qualified performance of his professional duties: the advocate may not, in particular, guarantee an outcome of the performance of the assignment, irrespective of the predictability of the outcome, when such outcome depends on the decision of a judge or a body conducting the proceedings. An advocate's promise on the delivery of a judicial act in the client's favor in a civil, criminal, or administrative case, or promise of a final decision in the client's favor by the body conducting the criminal case proceedings shall be ***an obvious grave disciplinary violation***.

3.1.11 If it is impossible to take part in a court hearing, administrative proceeding, or procedural or investigative action due to being on vacation or another excusable reason, the advocate shall give advance notice thereof to the client and take all measures that depend on the advocate for postponing such hearing or action.

## 3.2. Circumstances Precluding Acceptance of the Assignment; Conflicts of Interest

3.2.1 An advocate may not accept an assignment if the advocate has a family tie with an official participating in the 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 of interests between them. In such case, the advocate may accept the assignment only with the client's written consent (this condition is deemed met also if a clause thereon is incorporated in the agreement between the advocate (advocate office) and the client). Written consent shall be deemed valid if it contains information on the advocate having given notice to the client of the legal consequences and potential risks of giving such consent. When the advocate's client is a state or local self-government body, a state institution, a budget-funded organization, or an organization of public significance, the advocate (advocate office) may represent his client's interests against such entity, unless: (1) the filed new case is directly or indirectly related with a previous case of its certain significant circumstances; or (2) the agreement concluded between the advocate (advocate office) and the former client

contained a restriction on the filing of any case against that client in the future.

3.2.3 When the advocate has taken the client case for review, after which agreement on the delivery of services was not reached with the client, and the opposite site in the same case subsequently contacted the advocate, the advocate shall be obliged to comply with Point 3.2.2 of this Code, with the exception of the case specified in point 3.2.4.

3.2.4 In the case provided by point 3.2.3 of this Code, the advocate may accept the client case if the advocate finds that:

- The person who acted as the former client has intentionally applied to the advocate in order to create the circumstances precluding engagement in the case, as provided by point 3.2.2;
- The former client has in the same way applied to other advocates specializing in the field to which the case relates, whilst having de-facto cooperation with an advocate at the time of applying;
- The former client has not communicated to the advocate confidential information, and the communicated information was publicly accessible; and
- The advocate has not provided legal assistance to the client.

The opportunity specified in this sub-point shall not apply if the advocate received honorarium from the former client for becoming familiar with the case.

3.2.5 An advocate may not refuse to accept an assignment in other cases provided by the Law, as well.

3.2.6 An advocate may not give advice on, represent, or act with respect to the same case on behalf of two or more clients, if there is a threat of conflict of interests between the clients.

3.2.7 An advocate shall stop to act in the interests of two or all interested parties, when a conflict of interests arises between the clients and there is a threat of disclosing an entrusted secret or when the advocate's independence may be undermined.

3.2.8 An advocate shall refuse to act for the new client if there is a threat of disclosing a secret entrusted by the former client, or when the information known by the advocate about the former client may create an unfair advantage for the new client.

3.2.9 For purposes of this Point, the restrictions apply also when different advocates of the same advocate office provided (are providing) advocate services to the former and new clients. A director of an advocate office, who has the status of an advocate, shall be obliged not to allow such situations. In the case mentioned in this sub-point, liability may be imposed on advocates of the same advocate office, which participate in the case, as well as on the advocate director of the advocate office, subject to having knowledge of the said restriction.

3.2.10 After the Chamber Council has imposed liability on an advocate for the violation provided by this Point, repeated representation of the interests of the same client or failure to

stop such conduct of representing such interests shall be ***an obvious grave disciplinary violation***.

3.2.11 The requirements of Point 3.2 of this Code apply also to advocate offices, except for the Office of the Public Defender. The advocate head of the executive body of the advocate office or the sole entrepreneur advocate shall bear the obligation of complying with the said requirements.

3.2.12 An advocate office having at least three advocate employees shall have an internal legal act (policy, concept note, order, procedure, regulation, instruction, or other legal act) aimed at preventing and monitoring conflicts of interests and client assignments and other circumstances provided by the Law or this Code.

3.2.13 A violation specified in sub-points 3.2.11 or 3.2.12 of this Code shall be a basis for imposing disciplinary liability on the advocate head of the executive body of the advocate office or the sole entrepreneur advocate, if the same or different advocates of the advocate office represented the conflicting interests of the clients of the advocate office.

### 3.3. Honorarium

3.3.1 The remuneration (honorarium) that the advocate office receives shall be disclosed fully to the client. The honorarium amount and payment procedure shall be agreed upon between the parties at their discretion. The honorarium amount shall not include other costs incurred by the advocate, which are necessary for the performance of the assignment (namely, transportation, inviting translators or specialists, printing, copying, postage, and notary costs, as well as court costs), unless the agreement between the parties provided otherwise.

3.3.2 The advocate's honorarium may be made up of an hourly fee, a fixed sum, or any other calculation acceptable by agreement between the parties. The honorarium amount may be changed proportionately with changes in the volume of obligations actually undertaken under the agreement, as well as the timeline of performance of the assignment, or a new or additional assignment of the client, if they are accepted by the advocate and/or the main assignment cannot be performed without them.

3.3.3 The advocate or advocate office shall be prohibited from sharing the honorarium with a non-advocate person, except for payments made for the expenses of the advocate office, as well as payments to invite specialists related to the performance of advocate activities. When an advocate who is a participant in a commercial organization that carries out advocate activities has alienated his shares (stock) to a non-advocate person (except for the advocate's family members) or has acquired shares in such an organization, in which there are also non-advocate participants, then the advocate shall be obliged to restore the former situation within three months of receiving written notice from the Chamber President.

#### 3.4. More than One Advocates Accepting the Assignment

3.4.1 The participation of more than one advocates in the same case shall be permitted when the client so wishes or consents. In that case, the agreement may prescribe and distribute the obligations, powers, and scope of actions of the advocates performing the assignment.

3.4.2 When the client has, after concluding an agreement on the provision of legal assistance with a particular advocate, concluded an agreement concerning the same assignment with another advocate without the consent of the first advocate, each advocate who was not informed of the engagement of another advocate shall have the right to renounce the agreement concluded with him, except when the law prohibits an advocate to refuse providing legal assistance.

3.4.3 When the assignment was undertaken by an advocate office, the latter shall determine the advocates who will provide legal assistance to the client, unless the agreement of the parties provides otherwise.

#### 3.5. Actions of the Advocate at the Stage of Performing the Assignment

3.5.1 During the performance of the client's assignment, an advocate may not use means prohibited by law.

3.5.2 An advocate shall be obliged to renounce an agreement on the provision of legal assistance, if a circumstance provided by Point 3.2 of this Code has become clear at the stage of performing the assignment as a part of the advocate's provision of legal assistance to the client.

3.5.3 An advocate shall be obliged not to perform any action contradicting the client's interests and not to adopt a position without obtaining the client's consent, except when the advocate is convinced that the defendant (the client) is self-defaming, and not to admit, contrary to the defendant's position, the defendant's relationship with the case and the defendant's guilt. Moreover, the advocate may not incite or convince the defendant to plead guilty.

3.5.4 Having ascertained that the act attributed to the defendant is not substantiated or the evidence obtained in the case show a lighter crime and the defendant admits the charges filed against him, the advocate shall discuss those matters with his defendant and agree upon the adoption of a new position accordingly. If agreement is not reached on the new position, the advocate may adopt a position that is autonomous and independent of his defendant.

3.5.5 An advocate shall, while providing legal assistance to the client, perform his professional duties reasonably, in good faith, and in a qualified, principles, and timely fashion, which shall include:

- a. Examination of the materials;
- b. Review of the relevant legal acts;
- c. Notification of the client about the potential onset of legal consequences in connection with the performance of the client's assignment; and
- d. Performance of the actions necessary for the proper performance of the client's assignment.

### 3.6. Informing about Assignment Performance Progress

3.6.1 An advocate shall regularly inform the client about the assignment performance progress and answer questions of interest to the client.

3.6.2 Such informing may be done by telephone, e-mail, letter, or personal conversations.

3.6.3 In case of changing his business address or telephone number, the advocate shall be obliged within reasonable time to give clients and the Chamber notice of the address or telephone number.

### 3.7. Settlement Agreement

3.7.1 The advocate shall take reasonable measures depending on him for the friendly settlement of the dispute. The advocate shall be obliged to discuss with his client a reasonable offer of friendly settlement by the opposite side, except when such offer of the opposite side is intended to delay the court case unnecessarily.

3.7.2 An advocate shall not create artificial disputes (file court cases) for the client with the aim of increasing the honorarium amount, unless the initiation of a new court case was necessary for influencing the overall outcome of the client's case or creating another favorable situation for the client.

3.7.3 When authorized to conclude a settlement agreement, the advocate shall be obliged to obtain the client's or orderer's consent to the settlement agreement text or its material conditions (in writing or by e-mail or otherwise), except when the client is absent from the Republic of Armenia and the settlement agreement fully reflects the client's interests. Concluding a settlement agreement to the detriment of the client's interests and without the client's consent, which has inflicted material damage to the client or imposed an undue obligation on the client shall be ***an obvious grave disciplinary violation***.

### 3.8. Termination of an Agreement on the Provision of Legal Assistance

3.8.1 An agreement on the provision of legal assistance may be terminated at any time by mutual agreement of the advocate and the client.

3.8.2 Unless the law prohibits or the agreement provides otherwise, the advocate may

renounce the performance of the agreement on the provision of legal assistance upon the following grounds:

1) The client is, contrary to the advocate's clarifications, performing actions related to the assignment, which are prohibited by law, or the client's assignments may result in the advocate violating the Republic of Armenia legislation or this Code;

2) The client insists on achieving the expected outcome, but it has become impossible in reality due to newly-emerged circumstances or facts;

3) The client has committed grave violations of his obligations under the agreement on the provision of legal assistance;

4) Proper performance of the assignment becomes impossible because of the client performing actions contrary to the advocate's advice;

5) The client performs actions damaging the advocate's honor, dignity, and reputation;  
or

6) The client refuses to make the payments provided by the agreement on the provision of legal assistance.

3.8.3 If the advocate renounces the agreement on the provision of legal assistance, the advocate shall be obliged to explain to the client the reasons for renouncing such agreement and refrain from actions that may harm the client's interests. The advocate may not leave the case in such condition and in such circumstances that may place the client in an insurmountable situation and make the client unable to obtain other legal assistance in a timely manner. If the advocate wishes to renounce the agreement on the provision of legal assistance within a time period not exceeding seven days from the deadline set for appealing a court ruling, judgment, or other judicial act, and the client is unable in such short time to benefit from the legal assistance of another advocate, the advocate shall be obliged to continue providing legal assistance at that stage and performing his obligations under the agreement on legal assistance properly, and thereafter, to renounce such agreement.

3.8.4 When terminating the agreement, the advocate shall be obliged:

1) To return to the client or the orderer or a person authorized by the client or the orderer such part of the honorarium received under the agreement, for which actual work was not performed, unless the agreement on the provision of legal assistance provides otherwise;

2) To return the funds intended for compensating costs related to the performance of the assignment, but not spent yet; and

3) To return to the client the documents transferred to him or acquired by him during the performance of the assignment (the advocate may retain copies of such documents).



### 3.9. Client Money

3.9.1 An advocate who obtains money for his client or a third party (hereinafter, "Client Money") shall place it in the client's bank account or a subaccount opened in the Chamber's account in the advocate's name, unless the advocate and the client have agreed otherwise in writing. The client's account shall be separated from the advocate's accounts. The advocate who receives clients' money shall place it in an account unless the owner of the money has agreed to other use of the money.

3.9.2 The advocate shall maintain complete and correct records, including all transactions with the client's money, and differentiating the client's money from other money of the advocate.

### 3.10. Professional Insurance

3.10.1. When possible, advocates shall be insured against civil legal responsibility outside of their professional activity, insofar as it is necessary in view of the nature and size of risks that incur during the performance of their professional activities.

3.10.2. If it is impossible, the advocate shall notify the client of the situation and its consequences.

## CHAPTER 4. RELATIONSHIP WITH THE COURTS

### 4.1. Rules of Conduct in Court

An advocate who appears or participates in a case in front of a court or arbitration shall comply with the rules regulating the activity of such court or tribunal, including respect for the judge and/or other participants in the proceedings. The obligation to comply with such rules shall not limit the advocate's realization of the right to object to actions of the judge, arbiter, or other participants in the proceedings or other procedural rights. In addition to demonstrating respect for the court, the advocate shall defend his client's interests in an unrestrained and fearless manner, without taking into account his personal interests.

### 4.2. Fair Trial

When representing his client's interests, an advocate shall benefit from access to fair trial and in turn facilitate the fair conduct of the trial.

### 4.3. False or Misleading Information

An advocate shall never consciously present false or misleading information to the court.

#### 4.4. Contacts with Judges

An advocate may interact with a judge for reasons of having professional discussions, except when such judge is trying a case in which such advocate participates, and the discussion concerns that case or may leave such impression.

The mere fact that an advocate is a social media “friend” of the judge or is in the same interests group cannot serve as evidence (basis) of their mutual dependency.

### CHAPTER 5. RELATIONSHIPS BETWEEN ADVOCATES

#### 5.1. General Profile of the Profession

5.1.1 The general profile of the profession requires trust and cooperation between advocates, which is in the client’s interests and pursues the aim of ensuring that advocates avoid unnecessary court disputes and other harmful actions that may negatively affect the reputation of the profession. This rule may not be interpreted as an appeal to put the interests of the profession against the interests of the client.

5.1.2 An advocate shall be obliged to accept all other advocates as professionals and to treat them sincerely and politely.

#### 5.2. General Restrictions

5.2.1 An advocate shall not:

(1) Engage in conduct or statements damaging another advocate’s honor, dignity, or reputation (including engagement in insulting criticism of another advocate);

(2) Incite a client to renounce an existing agreement with another advocate on the provision of legal assistance; and

(3) Discredit another advocate in front of such advocate’s client by speaking negatively of the advocate’s remuneration terms or professional skills.

#### 5.3. Contacts with the Other Side

An advocate shall not exchange information directly related to any court case or issue with the opposite side when the latter is represented by another advocate without such advocate’s consent (moreover, such advocate must be informed of such communication), except when the opposite side itself initiated the meeting or when the opposite side’s advocate is not present in the process. An advocate shall be obliged to warn the opposite side about the rule contained in this Point and to organize future discussions in the presence of the opposite side’s advocate.

The limitation contained in this Point shall not apply to the advocate's inquiries, applications, and demands made to, and sharing of procedural documents with, the opposite side on behalf of the advocate's client or for the protection of the client's interests.

## CHAPTER 6. RELATIONSHIPS WITH OTHER BODIES

### 6.1. Relationships of the Advocate with Inquest and Pre-Trial Investigation Bodies and the Prosecutor

6.1.1 When presenting the client's interests in the pre-trial proceedings, the advocate's actions shall correspond to the requirements of the Criminal Procedure Code and the Law.

6.1.2 During the pre-trial proceedings, an advocate may not influence the body conducting the proceedings in the case by using means prohibited by law.

6.1.3 During the pre-trial proceedings, an advocate shall be obliged to treat the participants in the proceedings with respect and to remain polite, and to respond to the actions or impolite statements by the participants in the proceedings (the prosecutor and others) using the means provided by law such as applications, announcements, motions, challenges, objections, or complaints.

### 6.2. Conduct of Advocates in Places for Holding Arrested Persons, Places for Holding Detained Persons, and Correctional Institutions

6.2.1 In places for holding arrested persons, places for holding detained persons, and in correctional institutions, an advocate shall:

- 1) Comply with the established order; and
- 2) Not to transfer prohibited items (objects) to his client or other persons.

6.2.2 In case of noticing an injury on his client's body, an advocate shall be obliged to determine its cause and to take appropriate measures to protect his client's rights.

## CHAPTER 7. THE PUBLIC DEFENDER

### 7.1. Scope of Liability of the Public Defender

7.1.1 The Public Defender may, in addition to disciplinary liability for his work, be held liable for a violation of the rules of this Code—either for a violation of the provisions concerning other advocates or a violation of the provisions stipulated by this Chapter.

7.1.2 The imposition of work disciplinary liability on the Public Defender shall not bar the imposition of liability on the Public Defender for a violation of the rules of this Code.

7.2. Impermissibility of the Public Defender's Engagement in Another Case and Receiving Gifts

7.2.1 A Public Defender may not provide legal assistance in another case, except for a case of his own or his relative, subject to the permission of the Head of the Public Defender's Office. A violation of the rule contained in this sub-point, when committed by a Public Defender held liable for such rule within the last year, shall be ***an obvious grave disciplinary violation***.

7.2.2 A Public Defender may not accept from his client (for purposes of this Chapter, a "client" is a person who applied for help, and to whom free legal aid is being provided) a gift (irrespective of the amount) or any item exceeding 30,000 Armenian drams in value. In case of receiving such amount or precious gift, the Public Defender shall be obliged, within a day, to present written notice to the Head of the Public Defender's Office or to the Chamber President, and transfer the received to the Chamber. A violation of the rule contained in this sub-point shall be ***an obvious grave disciplinary violation***.

7.2.3. The restrictions contained in this Point shall not apply to Public Defenders working non-full-time in their relationship with clients in private cases.

7.3. Conflicts of Interest in the Public Defender's Office

7.3.1 If Public Defenders of the Public Defender's Office represent the interests of opponent sides, they shall be obliged to keep the case materials confidential from one another and not to discuss such case with each other.

7.3.2 In the case specified in sub-point 7.3.1 of the Code, Public Defenders shall be obliged to present notices to the Head of the Public Defender's Office and to the Chamber President, and from such time on, to present the case for oversight only to a Chamber employee designated by the Chamber President under the established procedure.

## CHAPTER 8. ASSISTANT TO THE ADVOCATE AND ADVOCATES OF OTHER STATES

8.1. Assistant to the Advocate

8.1.1 An assistant to the advocate is a person who has received a license of an assistant to an advocate from the Council of the Chamber, who meets the requirements of the Law and is nominated by his supervisor advocate.

8.1.2 An assistant to the advocate shall be obliged to obey his supervisor advocate

and work under his control.

8.1.3 An assistant to the advocate shall be subject to the rules of conduct applicable to advocates insofar as such rules can apply to an assistant to the advocate.

8.1.4 An assistant to the advocate shall be obliged to have an e-mail address and to provide it to the Chamber for getting in touch with him. A letter or notice sent to the e-mail address provided by the assistant to the advocate shall be deemed proper notice, even when the assistant to the advocate has changed the address and has failed to notify the Chamber thereof.

## 8.2. Imposition of Liability on an Assistant to the Advocate

8.2.1 In case of violating the requirements of this Code, an assistant to the advocate shall be subject to disciplinary liability under the procedure stipulated by the Law and this Code.

8.2.2 When discussing the question of imposing disciplinary liability upon an assistant to the advocate, there shall also be a check into whether his supervisor advocate carried out proper control, and if it is discovered that the control was inadequate, the supervisor advocate may be held liable, as well.

## 8.3. An Advocate of Another State

8.3.1 An advocate of another state shall carry out advocate activities in the Republic of Armenia in accordance with the procedure stipulated by the Law, the Bylaws of the Chamber of Advocates, and this Code.

8.3.2 When carrying out activities in the territory of the Republic of Armenia, an advocate of another state, who has been accredited by the Chamber, shall be subject to the rules of conduct applicable to advocates of the Republic of Armenia insofar as such rules can apply to an advocate of another state.

## 8.4. Termination of the Accreditation

8.4.1 An accreditation issued to an advocate of another state shall be terminated if such advocate of another state has violated the requirements of this Code.

8.4.2 When a non-material violation committed for the first time by an advocate of another state can be rectified, and it has not inflicted grave damage to the client, the Chamber Council may reprimand the advocate of another state.

## CHAPTER 9. REPEATED ACTS

### 9.1. Disciplinary Liability for a Repeated Act

9.1.1 The violation of any rule of this Code by an advocate upon whom disciplinary liability has been imposed three times during a year shall be deemed an obvious grave disciplinary violation, except:

- a. When the violations were committed within the framework of the same set of proceedings (pre-trial investigation, trial, and other proceedings); or
- b. When the case is provided by sub-points 9.1.2 or 9.1.3 of this Code, when the advocate's act was qualified under such sub-point as an obvious grave disciplinary violation.

9.1.2 The commission, within a year, of an identical violation by an advocate upon whom disciplinary liability has been already imposed shall be deemed an obvious grave disciplinary violation, except:

- a. When the case is provided by Point 2.9 or sub-point 9.1.3 of this Code;
- b. When the most lenient disciplinary penalty—warning—was imposed on the advocate for the first disciplinary violation; or
- c. When the case is provided by Chapters 4 or 6 of this Code.

9.1.3 Non-payment of any regular monthly membership due by an advocate who has arrears of membership dues for at least 18 (eighteen) months shall be deemed an obvious grave disciplinary violation, except. When disciplinary proceedings are initiated on the basis of this sub-point for the first time against an advocate, the Chamber Council shall impose a reprimand or severe reprimand, if the advocate has cleared the arrear in full and, as of the date of the Chamber Council decision, has no membership dues arrears to the Chamber.

9.1.4 For purposes of sub-points 9.1.1 and 9.1.2 of this Point:

- a. Disciplinary liability shall be deemed imposed on the advocate as from the date on which the Chamber Council decision on imposing disciplinary liability on the advocate has entered into force;
- b. A violation of the Code by an advocate shall be counted as of the actual date of committing the violation, irrespective of when the Chamber Council decision is adopted or enters into force;
- c. The counting of the one-year period shall start from the date of entry into force of the first decision on imposing disciplinary liability; and
- d. An "identical" violation is a violation of a rule of the same point or sub-point of this Code.

## CHAPTER 10. FINAL PROVISIONS

10.1 The right to construe this Code shall belong to the Chamber Council.

10.2 The Chamber Council shall be obliged to ensure the consistent application of this Code. The Chamber Council may change its earlier position in view of considerations of developing the law. In such cases, the Chamber Council shall present compelling justifications of the necessity to change its earlier position.

10.3 When changes (additions) to this Code introduce a provision that worsens the

advocate's condition, such provision shall not apply retrospectively.

10.4 When disciplinary proceedings are initiated on the basis of a point or sub-point of the previous version of this Code, and the same act is deemed a violation under the new version of this Code, then the Chamber Council shall decide upon the imposition of liability on the advocate on the basis of the respective point or sub-point of the previous version of the Code.

10.5 The "Regulation on Conducting Disciplinary Proceedings in Respect of an Advocate" shall be an integral part of this Code.

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