

B 1 **CODE OF CONDUCT FOR LAWYERS** (Adopted at the meeting of the Delegation of the Finnish Bar Association on 15 January 2009.)

(Unofficial translation)

1. INTRODUCTION

A lawyer shall honestly and conscientiously fulfil the tasks entrusted to him/her and shall at all times observe proper professional conduct for lawyers (Section 5, Subsection 1 of the Advocates Act and Section 35, Subsection 1 of the by-laws of the Finnish Bar Association).

1.1 Binding nature and sources of proper professional conduct for lawyers

The requirements of proper professional conduct for lawyers are set forth in the relevant legislation and in the By-laws of the Finnish Bar Association (hereafter the ‘Bar Association’) as well as in

1. this code of conduct for lawyers (hereafter the ‘Code of Conduct’);
2. other guidelines that are binding on lawyers;
3. decisions on supervision and disciplinary matters; and
4. acceptable practices approved by the Bar.

The main elements of proper professional conduct for lawyers have been summarised in this Code of Conduct. The Code of Conduct does not, however, constitute an exhaustive description of proper professional conduct. Therefore, what has not been specifically prohibited in the Code of Conduct cannot necessarily be considered permissible.

The decisions and other opinions of the executive bodies of the Bar Association contain interpretations of proper professional conduct.

A lawyer shall observe proper professional conduct in addition to the legal provisions on the performance of an appointed or other designated assignment.

1.2 Cross-border activities

In cross-border activities within the European Union and the European Economic Area, lawyers shall primarily observe the Code of Conduct for European lawyers, to the extent the Delegation of the Bar Association has established it to be binding on Finnish lawyers, and secondarily this Code of Conduct.

When performing an assignment in a Member State of the European Union or the European Economic Area other than Finland, a lawyer shall observe the professional rules of conduct of the country in question in addition to what is prescribed above.

2. THE BAR AS PART OF SOCIETY

2.1 Rule of law

A state governed by the rule of law is founded on respect for law and justice, which shall be supported by the Bar through its activities.

2.2 Independence of the Bar

The defence of fundamental and human rights and the maintenance of the rule of law require the Bar to be independent vis-à-vis the state.

The right of the Bar to independently make rules and regulations to be observed by lawyers and to supervise the observance of such rules and regulations promotes the independence of the Bar.

2.3 The Bar as part of the rule of law

In a state governed by the rule of law, the Bar has a central role in implementing and developing the judicial system and the administration of justice, as well as in avoiding and resolving disputes.

In their activities, lawyers shall take into consideration

1. the clients, who are entitled to trust the loyalty of lawyers;
2. the opposing parties of clients, whom lawyers shall treat in a proper manner and whose legal rights shall be respected; and
3. the courts and other authorities, before whom lawyers have an obligation to act in accordance with the law and proper professional conduct, and before whom lawyers shall promote the proper and effective administration of justice.

3. CORE VALUES

3.1 Loyalty

A lawyer shall be loyal to his/her client. A lawyer has an obligation to pursue the client's interests to the best of the lawyer's ability in accordance with the law and proper professional conduct.

3.2 Independence

A lawyer shall, when performing an assignment, be independent of any external influence that may impede his/her ability to fully protect the client's interests. A lawyer shall not permit the performance of an assignment to be influenced by considerations of his/her own advantage, by inconvenience caused by the matter in question or awkward circumstances related thereto, by considerations of the social status, nationality, race, gender, political or religious beliefs of the parties involved or by other similar circumstances.

A lawyer shall retain his/her independence during the performance of any assignment, even though doing so might require actions or solutions that may not please the client, the opposing party, the authorities or third parties.

3.3 Conflict of interest

A lawyer shall be free of conflicts of interest when accepting and performing an assignment.

3.4 Confidentiality

A lawyer shall not, without due permission, disclose the secrets of an individual or a family, nor disclose any business or professional secrets that have come to his/her knowledge in the course of his/her professional activities (obligation of secrecy).

Furthermore, a lawyer may not, without due permission, disclose any other information about the client and the client's circumstances that he/she has learned in the course of his/her professional activities (obligation of confidentiality).

3.5 Integrity

A lawyer shall honourably fulfil the tasks entrusted to him/her, and his/her conduct shall be correct and blameless. A lawyer shall, both in his/her practice and elsewhere, refrain from any actions that might be considered disgraceful to the Bar or be likely to decrease public confidence therein.

4. GENERAL OBLIGATIONS

4.1 Conscientiousness and efficiency

All assignments shall be carried out with due care, accuracy and adequate promptness, avoiding unnecessary expense.

4.2 Professional expertise

A lawyer has an obligation to maintain and develop his/her professional expertise and to monitor and observe legal developments, especially in the areas of law that he/she practices. A lawyer shall regularly participate in continuing legal education.

A lawyer may not accept an assignment if he/she does not have the necessary expertise or is otherwise unable to ensure the proper handling of the assignment.

4.3 Obligation of secrecy

A lawyer's obligations of secrecy and confidentiality are not limited by time. However, a party protected by the obligations of secrecy and confidentiality is entitled to release the lawyer from the said obligations.

A lawyer may also be released from the obligation of secrecy and confidentiality to the extent that

1. an obligation exists under the law or under the By-laws of the Bar Association;
2. it is necessary in order for the lawyer to defend him/herself against claims made against him/her; or
3. it is necessary for the collection of outstanding receivables from a client.

4.4 Management of client funds

A lawyer shall keep moneys and assets of others (hereafter 'client funds') separate from his/her own assets.

A lawyer shall duly inform the party entitled to the client funds of the accrual and use of the said funds.

Upon the expiration of the reason for holding the client funds, a lawyer shall, without delay, deliver the client funds to those who are entitled thereto.

Upon termination of an assignment, a lawyer shall, without delay, submit the final accounts to the party entitled to the funds.

A lawyer may not set pre-approval of the accounts by those entitled to the funds as a condition for his/her disbursement of the said funds.

4.5 Obligation to respond

A lawyer has an obligation to respond to all communications received by the lawyer in his/her practice within a reasonable period of time, unless doing so is manifestly unnecessary due to a previous response or other similar reason.

If a lawyer has declared that his/her services are available in a foreign language, he/she is obligated to use the said language in his/her practice when necessary.

4.6 Remuneration for obtaining assignments

A lawyer may not give or promise to give anyone a part of his/her fee nor any other remuneration for obtaining or procuring an assignment.

4.7 Utilisation of recordings

A lawyer may not contribute to a person's statement recorded without that person's knowledge being used as evidence or in any other way, unless there is a justified reason for doing so.

5. THE LAWYER–CLIENT RELATIONSHIP

5.1 Acceptance of assignments

Prior to accepting an assignment, a lawyer shall establish that he/she is not affected by any conflicts of interest.

Unless obligated by law to carry out an assignment, a lawyer is entitled to decide whether or not to accept an assignment.

If a lawyer is unwilling to accept an assignment, he/she shall inform the client thereof without undue delay. The lawyer is not obligated to provide a reason for declining an assignment.

5.2 Limitation of liability

A lawyer may limit his/her liability towards a client, unless this would be deemed unreasonable considering the nature of the assignment and other circumstances. Liability towards a consumer may not be limited without a specific reason. Liability may never be limited below the minimum amount for professional liability insurance approved by the Bar Association.

5.3 Transfer of assignments

A lawyer may not transfer the performing of an assignment to anyone outside his/her office without the client's consent.

If the client has requested that a lawyer perform an assignment personally, he/she may not transfer that assignment to another lawyer in his office without the client's consent.

In court cases and assignments given by a court or other authority, a lawyer shall also comply with the specific provisions on the obligation to request permission from the court or other authority to transfer the case or assignment.

5.4 Communication with clients

A lawyer shall keep the client informed of the progress of the assignment and shall, in particular, ensure that the client receives information on rulings, decisions or settlements in the matter without delay.

The client's inquiries pertaining to the assignment shall be answered without undue delay, unless it is manifestly unnecessary due to a previous response or other similar reason. If it is not possible to provide an answer, the lawyer shall ensure that the client is informed of when he/she will be able to reply.

5.5 Obtaining approval for important decisions

A lawyer shall submit all important measures concerning the interests of the client for approval by the same, unless prevented by the urgency of the matter or by other compelling reasons.

5.6 Prospects of settlement

During the course of an assignment, a lawyer shall assess the possibility of an amicable settlement or the use of alternative dispute resolution methods.

5.7 Business transactions with clients

A lawyer shall refrain from any business transactions with the client that are not related to his/her legal practice.

5.8 Obligation to withdraw from assignments

A lawyer has an obligation to withdraw from an assignment if, subsequent to his/her acceptance of the assignment, he/she becomes aware of circumstances due to which he/she has been or has come into a conflict of interest situation.

Moreover, a lawyer has an obligation to withdraw from an assignment if

1. a legal excuse or a comparable compelling reason prevents the lawyer from carrying out the assignment; or
2. the client requests that the lawyer act in violation of the law or of proper professional conduct and insists on such request, despite notification of the illegality or impropriety of the act.

5.9 Right to withdraw from assignments

A lawyer may not withdraw from an assignment without the consent of the client, unless the lawyer is under an obligation to do so, the client acts deceitfully, a lack of confidence between the client and the lawyer has arisen due to the client's actions or there are other particular reasons for withdrawal.

Such particular reasons are deemed to exist at least if the client, even after having had this pointed out to him/her,

1. disagrees substantially with the lawyer on how the assignment should be performed;
2. in essential respects acts against the advice of the lawyer;
3. substantially neglects his/her obligation to co-operate;
4. behaves improperly or creates an unreasonable burden on the lawyer; or
5. is in default on an advance payment or payment of an invoice to the lawyer.

5.10 Procedure for withdrawal from assignments

Upon withdrawal from an assignment, a lawyer shall refrain from any measures that may harm the client's interests. The lawyer shall reserve a reasonable period of time for the client to engage other counsel.

A lawyer shall inform the client of his/her withdrawal from an assignment and the reasons for such withdrawal without delay.

A lawyer shall also comply with the specific provisions on the obligation to request permission from the court or another authority to withdraw from an assignment in court cases and in appointed assignments.

5.11 Delivery of documents

When the assignment has been completed or has otherwise come to an end, the documents belonging to the client shall be returned to the client.

5.12 Lawyer's fees

The fees to be paid by the client to a lawyer shall be reasonable and in accordance with laws and regulations, as well as the guidelines of the Bar Association.

5.13 Coverage of legal expenses from external funds

A lawyer shall, on his/her own initiative, inform the client of the possibility to cover legal costs through legal expenses insurance or public funds.

5.14 Claims for costs

Where feasible, costs incurred by the client in connection with the assignment should be requested to be reimbursed by the opposing party.

At trial, a lawyer shall evaluate the opposing party's claims for costs and present the necessary comments on such claims.

5.15 Dispute over fees

A lawyer shall aim to amicably resolve any dispute between the client and the lawyer concerning an invoice.

If the client objects to an invoice, the lawyer shall inform the client of the procedure for submitting a dispute over fees to the Disciplinary Board of the Bar Association.

6. CONFLICT OF INTEREST

6.1 Conflict of interest in the same matter

A lawyer may not accept an assignment in the same matter from two or more clients if there is a conflict or a significant risk of a conflict between the interests or rights of those clients.

A lawyer may, however, accept an assignment from two or more clients in matters concerning the drafting of an agreement or mediation, even though the clients may have conflicting interests, provided that all parties request his/her assistance. In such a case,

the lawyer has an obligation to equally observe the interests of all the clients, and he/she is prohibited from assisting any of them in case of a later dispute.

6.2 Conflict of interest based on the obligation of loyalty

A lawyer may not accept an assignment against a current or former client if accepting the assignment breaches the obligation of loyalty towards a new client or a current or former client who is the opposing party, unless the clients give their consent.

The extent of a lawyer's obligation of loyalty during an assignment, and the duration of the obligation after end of the assignment, is determined by, among other things, the nature and scope of the assignment, the importance of the matter to the client, as well as the length of the client relationship and the importance of the client to the lawyer.

6.3 Conflict of interest based on the obligations of secrecy and confidentiality

A lawyer may not accept an assignment if facts obtained in another assignment that fall within the scope of the obligation of secrecy or confidentiality could impair the attorney's ability to fully protect the client's interests.

A lawyer may, however, accept an assignment if the lawyer has obtained consent to use the information covered by the obligations of secrecy and confidentiality from the party protected by the said obligations. Consent may not be requested for the purpose of using the information against the party giving the consent.

6.4 Conflict of interest based on financial or personal interests

A lawyer may not accept an assignment if he/she or a person close to him/her or a person working in the same office or office community has a personal or financial connection to that assignment that may impair the lawyers's ability to fully protect his/her client's interests.

Unless the connection is significant, consent by the client authorises the attorney to accept the assignment.

6.5 Conflict of interest in law firms and office communities

The provisions set out in Rules 6.1–6.3 shall apply to a lawyer him/herself, as well as to persons working in the same law firm or office community.

The conflict of interest situation referred to in Rule 6.4 shall not prevent an impartial lawyer practising in the same law firm or office community from handling the assignment.

6.6 Obtaining consent

Prior to obtaining the consent referred to in Rules 6.2, 6.3 and 6.4, a lawyer shall explain to the client in detail the circumstances constituting a conflict of interest, in order for the client to be able to sufficiently consider whether to give consent. A lawyer may not request consent from a client who may be considered unable to comprehend the implication of such consent.

Consent must be obtained without violating a lawyer's obligations of secrecy and confidentiality.

6.7 Change of office

Conflict of interest in a new office

When a lawyer has relocated to a new office, the lawyers in the new office shall in their conflict of interest assessments take into account the assignments previously performed by the relocated lawyer, as well as information relating to such assignments otherwise received by the relocated lawyer that is covered by the obligations of secrecy and confidentiality.

Personal conflict of interest of a relocated lawyer

A lawyer who has relocated to a new office may not personally perform an assignment in the new office if

1. the previous law firm of such a lawyer represents the opposing party of a client of the new office; and
2. the assignment from the opposing party was given to the previous law firm prior to the lawyers's relocation to the new office.

The conditions mentioned above do not prevent an impartial lawyer in the new office from performing the assignment.

Conflict of interest in the previous office

Notwithstanding the relocation of a lawyer to a new office, the lawyers of the previous office shall in their conflict of interest assessments take into consideration the assignments performed by the relocated lawyer at the said previous office.

6.8 Information of circumstances affecting the assessment of conflicts of interest

If a lawyer deems himself/herself to be free from conflicts of interest, but is aware of circumstances that may give rise to justifiable doubts about his/her impartiality, the lawyer shall inform the client of these circumstances.

The said obligation to inform must be fulfilled without violating the lawyer's obligations of secrecy and confidentiality.

7. RELATIONSHIP BETWEEN LAWYER AND OPPOSING PARTY

7.1 Amicable settlement

A lawyer shall not, without specific reasons, take legal action without informing the opposing party of his/her client's demands and without giving the opposing party reasonable time to consider the claims, as well as an opportunity to reach an amicable settlement.

7.2 Invoking proposal for settlement

A lawyer may not, outside of contract negotiations and without the consent of the opposing party, invoke a proposal for settlement made by that party.

7.3 Prohibition against undue pressure

A lawyer may not unduly pressure the opposing party. Thus, the following measures are prohibited:

1. undue reports to police or prosecuting authorities or other authorities, as well as threats to make such undue reports;
2. threats to spread defamatory information about the opposing party; as well as
3. uncalled-for contacts with third parties, as well as threats to make such uncalled-for contacts.

A lawyer may not make derogatory statements against the opposing party unless such statements are necessary for the performing of the case in question or are otherwise required for the due protection of the client's interests.

7.4 Notification to opposing parties

If the opposing party does not have his/her own legal counsel, such party must be informed, if necessary, that the lawyer's assignment does not include the protection of the opposing party's interests. In addition, the lawyer shall, if necessary, advise the opposing party to obtain his/her own counsel.

A lawyer may not mislead the opposing party by giving the said party information as to facts or provisions of law that the lawyer knows to be untrue.

7.5 Itemisation of claim for costs

In legal proceedings, the opposing party must be provided with an adequate itemisation of the legal expenses in order to be able to assess their reasonableness.

8. RELATIONSHIP BETWEEN LAWYERS AND THE AUTHORITIES

8.1 Respect

A lawyer shall show the courts the respect due to them as exercisers of judicial power. A lawyer may not attempt to influence a court through improper means, nor may a lawyer subject the work or rulings of the courts to inappropriate criticism.

8.2 Obligation of truth in evidence

In proceedings before a court, a lawyer may not make statements that he/she knows to be untrue, nor contest information that the attorney knows to be true.

A lawyer does not have an obligation to verify the correctness of information provided by the client, unless he/she has specific reasons to do so.

A lawyer may not contribute to the destruction or distortion of evidence. A lawyer is not obligated nor entitled to present evidence or information detrimental to the client against the client's wishes, unless obligated to do so by law.

8.3 Other authorities and arbitrators

The aforementioned rules concerning the duties of a lawyer towards a court also apply in relation to other authorities and to arbitrators.

8.4 Witnesses, experts and other persons to be heard

A lawyer may not attempt to exert undue influence on a witness.

A lawyer is entitled to communicate with the witnesses nominated by the opposing party.

A lawyer may not make statements that are derogatory to the witness, unless such statements are necessary for the performing of the case in question or are otherwise required for the due protection of the client's interests.

The aforementioned rules concerning witnesses also apply to experts and other persons to be heard.

9. RELATIONSHIP BETWEEN LAWYERS AND OTHER REPRESENTATIVES OF THE PROFESSION

9.1 Consideration towards other representatives of the profession

A lawyer shall, without compromising the interests of the client, show consideration and respect towards the other representatives of the profession and refrain from inappropriate criticism of such persons.

Disputes between lawyers relating to their professional activities shall primarily be settled amicably.

9.2 Communication with opposing parties

If the opposing party of a client has engaged legal counsel, a lawyer may not, without specific reasons, approach the opposing party directly without the consent of the opposing party's legal counsel. The opposing party's legal counsel shall be informed of such communication.

9.3 Retaining the services of another attorney

If a lawyer uses the services of another lawyer on the client's behalf, the lawyer shall be liable for the fees and costs of the other lawyer, unless otherwise agreed.

10. PUBLICITY AND MARKETING

10.1 Publicity

A lawyer may, with the consent of the client, give public statements on matters relating to the client's case. Such communications shall be appropriate, and the publicity may not be used in order to promote the personal interests of the lawyer.

10.2 Marketing

Advertising and other marketing of legal services shall be truthful, appropriate and in compliance with the values of the Bar. Offering legal services in an inappropriate manner to persons in a state of distress due to, for example, an accident or other similar reasons is prohibited.

Identification of a client by name or providing other information about a client for marketing purposes is permitted only with the client's consent.

A lawyer may not procure an assignment by approaching another party in an ongoing assignment handled by the lawyer, unless

1. the lawyer has the client's consent to do so;
2. it is in the interest of the client or the proceedings; and
3. the lawyer has a justified reason to assume that the party has not already given the assignment to another lawyer.

A lawyer may not allow a third party to advertise his/her services in a manner that would not be permissible to the lawyer himself/herself.

11. ORGANISATION OF A LAW FIRM

11.1 Regional scope of application

The provisions of the Code of Conduct concerning the organisation of an office apply only to offices located in Finland.

11.2 Office community

The legal profession may be practiced in an office community.

An office community refers to a consortium of two or more law firms or independent lawyers practising in Finland, or in Finland and abroad, who have joint office premises or joint staff who participate in performing tasks related to the legal profession. An office community may also consist of the aforementioned law firms or independent attorneys engaging in other co-operation of a kind that gives the impression that they are practicing the legal profession jointly.

A lawyer shall also observe the obligations of secrecy and confidentiality with respect to lawyers of other law firms belonging to the office community. Notwithstanding the obligation of confidentiality, a lawyer in an office community is entitled to assess whether or not he/she is disqualified from performing an assignment in a conflict of interest situation.

11.3 Business name and identifiers

The business name of a law firm shall be truthful and reflect the dignity of the Bar and shall not be misleading. The business name shall contain the word 'asianajotoimisto' or a Finnish or Swedish derivative thereof.

A lawyer may not allow a third party to use material bearing the lawyer's name, business name or contact or identification information.

11.4 Other activities

In his/her law firm, a lawyer may not conduct business other than the practice of legal profession and activities directly related thereto.

A lawyer shall maintain his/her law firm as a single entity. A lawyer may not perform activities whose main purpose is to provide legal services separately from the lawyer's own practice.

A lawyer is obligated to keep his/her legal services practice financially and functionally separate from unrelated professional and business activities.

11.5 Supervision of personnel

A lawyer shall ensure that his/her office organisation is in good order and shall supervise and monitor the work of the office personnel. A lawyer shall, in particular, ensure that the office personnel also abide by the rules of proper professional conduct for lawyers.

A lawyer shall furthermore ensure that, in addition to the office personnel, other persons conducting services either on a full-time or temporary basis observe the obligations of secrecy and confidentiality.

A lawyer may not permit his/her office staff to render legal services on their own account.

11.6 Security of information systems

A lawyer shall ensure that the security of information systems in the office does not allow third parties to view client information without authorisation.

11.7 Professional liability insurance

A lawyer or the law firm shall be insured against financial loss by professional liability insurance in accordance with separate guidelines.

11.8 Absence of a lawyer and interruption or discontinuation of the practice

The office must have an organisation that ensures that clients do not risk the loss of their rights due to the absence of a lawyer or the unexpected interruption or discontinuation of the legal services practice.

12. RELATIONSHIP BETWEEN LAWYERS AND THE BAR ASSOCIATION

12.1 Provision of information

A lawyer shall respond openly, truthfully and within the prescribed time to questions concerning matters set out in the Advocates Act and the By-laws of the Bar Association. A lawyer may not refuse to provide such information by invoking the obligation of secrecy or confidentiality.

12.2 Reimbursement of expenses

A lawyer may not request the reimbursement of expenses accruing from a disciplinary matter or fee dispute handled by the Disciplinary Board from the person who has initiated the said matter or from any other party.

Separate provision on implementation relating to the Code of Conduct

The main elements of proper professional conduct for lawyers are set forth in the Code of Conduct of proper professional conduct for lawyers ratified by the general meeting of the Finnish Bar Association on 9 June 1972 (as amended), which are replaced as of 1 April 2009 by the Code of Conduct for lawyers that is now adopted.

The Code of Conduct for lawyers that is now adopted shall also apply in respect of supervision matters pending at the time the said Code of Conduct enters into force. As regards sanctions in actions or incidents of negligence that have already occurred, the Code of Conduct that leads to more lenient sanctions for the lawyer shall be applied.