

## **CHAPTER 17**

### **DISPUTE SETTLEMENT**

#### **Article 17.1: Definitions**

For purposes of this Chapter, the following definitions shall apply:

**complaining Party** means a Party that request consultations under Article 17.6; and

**responding Party** means a Party to which the request for consultations is made under Article 17.6.

#### **Article 17.2: Objective**

The objective of this Chapter is to provide effective, efficient and transparent rules and procedures for the avoidance and settlement of disputes arising under this Agreement.

#### **Article 17.3: Scope<sup>1</sup>**

1. Unless otherwise provided in this Agreement, this Chapter shall apply:
  - (a) to the avoidance and settlement of all disputes between the Parties regarding the interpretation or application of this Agreement; and
  - (b) wherever a Party considers that a measure of the other Party is not in conformity with the obligations of this Agreement or that the other Party has otherwise failed to carry out its obligations under this Agreement.
2. Subject to Article 17.5, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other agreements to which they are parties.

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<sup>1</sup> Non-violation complaints are not permitted under this Agreement.

#### **Article 17.4: General Provisions**

1. This Agreement shall be interpreted in accordance with the customary rules of interpretation of public international law.
2. With respect to any provision of the WTO Agreement that has been incorporated into this Agreement, the panel shall also consider relevant interpretations in reports of WTO panels and the Appellate Body, adopted by the WTO Dispute Settlement Body. The findings and determinations of the panel cannot add to or diminish the rights and obligations provided for in this Agreement.<sup>2</sup>
3. All notifications, requests and replies made pursuant to this Chapter shall be in writing.
4. The Parties are encouraged at every stage of a dispute to make every effort through cooperation and consultations to reach a mutually satisfactory solution to the dispute.
5. Any time periods provided for in this Chapter may be modified by agreement of the Parties.
6. The prompt settlement of disputes in which a Party considers that any benefits accruing to it directly or indirectly under this Agreement are being impaired by measures taken by the other Party is essential to the effective functioning of this Agreement and the maintenance of a proper balance between the rights and obligations of the Parties.

#### **Article 17.5: Choice of Forum**

1. Where a dispute concerns substantially equivalent rights and obligations under this Agreement and any other international agreement to which the Parties are party, the complaining Party may select the forum in which to settle the dispute and that forum shall be used to the exclusion of other possible fora.
2. For purposes of this Article, the complaining Party shall be deemed to have selected the forum in which to settle the dispute when it has requested the establishment of a panel pursuant to Article 17.8 or requested the establishment

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<sup>2</sup> The Parties confirm that the first sentence of this paragraph does not prevent a panel from considering relevant interpretations in reports of WTO panels and the Appellate Body adopted by the WTO DSB, with respect to a provision of the WTO agreement which is not incorporated into this Agreement.

of, or referred a matter to, a dispute settlement panel or tribunal under any other international agreement.

3. This Article does not apply where the Parties agree in writing that this Article shall not apply to a particular dispute.

### **Article 17.6: Consultations**

1. Either Party may request consultations with the other Party with respect to any matter described in Article 17.3. The responding Party shall accord due consideration to a request for consultations made by the complaining Party and shall accord adequate opportunity for such consultations.

2. Any request for consultations shall give the reasons for the request, including identification of the measures at issue and an indication of the factual and legal basis for the complaint.

3. The responding Party shall immediately acknowledge its receipt of the request, by way of notification to the complaining Party, indicating the date on which the request was received, otherwise the date when the request is made shall be deemed to be the date of receipt of the request.

4. The responding Party shall reply to the request within seven days after the date of its receipt of the request.

5. The responding Party shall enter into consultations within:

(a) 15 days after the date of receipt of the request for matters concerning the perishable goods; or

(b) 30 days after the date of receipt of the request for any other matters.

6. The Parties shall engage in consultations in good faith and make every effort to reach a mutually satisfactory solution through consultations. To this end, the Parties shall:

(a) provide sufficient information in the course of consultations to enable a full examination of the matter, including how the measures at issue might affect the implementation or application of this Agreement;

(b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information; and

(c) endeavour to make available for the consultations personnel of its government agencies or other regulatory bodies who have responsibility for or expertise in the matter under consultation.

7. The consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties agree otherwise, consultations, if held in person, shall take place in the territory of the responding Party.

8. The consultations shall be confidential and without prejudice to the rights of the Parties in any further or other proceedings.

#### **Article 17.7: Good Offices, Conciliation and Mediation**

1. The Parties may at any time agree to voluntarily undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation. Procedures for such alternative methods of dispute resolution may begin at any time and may be terminated by either Party at any time.

2. If the Parties agree, such procedures referred to in paragraph 1 may continue while the matter is being examined by a panel established or re-convened under this Chapter.

3. Proceedings involving such procedures referred to in paragraph 1 and positions taken by the Parties during these proceedings shall be confidential and without prejudice to their rights in any further or other proceedings.

#### **Article 17.8: Request for Establishment of a Panel**

1. The complaining Party may request the establishment of a panel to consider the matter, by means of notification to the responding Party, if:

(a) the responding Party does not:

(i) reply to the request for consultations in accordance with Article 17.6.4; or

(ii) enter into consultations in accordance with Article 17.6.5; or

(b) the consultations fail to resolve a dispute within:

- (i) 30 days after the date of receipt of the request for consultations regarding a matter concerning the perishable goods; or
- (ii) 60 days after the date of receipt of the request for consultations regarding any other matter.

2. A request made pursuant to paragraph 1 shall identify the specific measures at issue and provide details of the factual and legal basis of the complaint to be addressed by the panel, including the relevant provisions of this Agreement, sufficient to present the problem clearly.

3. The responding Party shall immediately acknowledge its receipt of the request indicating the date on which the request was received otherwise the date when the request was made shall be deemed to be the date of receipt of the request.

4. Where a request is made pursuant to paragraph 1, a panel shall be established in accordance with Article 17.9.

### **Article 17.9: Composition and Establishment of a Panel**

- 1. A panel requested pursuant to Article 17.8 shall be established in accordance with this Article.
- 2. Unless the Parties agree otherwise, the panel shall consist of three panellists. All appointments and nominations of panellists under this Article shall conform fully with the requirements in paragraphs 8 and 9.
- 3. The complaining Party shall appoint one panellist within 30 days after the request for the establishment of a panel is made in accordance with Article 17.8. The responding Party shall appoint one panellist within 30 days after the request for the establishment of a panel is received in accordance with Article 17.8. Each Party shall notify the appointment of its panellist to the other Party.
- 4. Following the appointment of the panellists in accordance with paragraph 3, the Parties shall mutually agree on the appointment of the third panellist who shall serve as the chair of the panel, within 45 days after the request for the establishment of a panel is made in accordance with Article 17.8. To assist in reaching this agreement, a Party may provide to the other Party a list of up to three nominees for appointment as the chair of the panel.
- 5. If any of the panellists have not been appointed within the period established in paragraphs 3 and 4, either Party, within a further period of 15 days, may request the Director-General of the WTO to make the remaining

appointments. Any lists of nominees provided under paragraph 4 shall also be submitted to the Director-General of the WTO and may be used in making the required appointments.

6. If the Director-General of the WTO notifies the Parties that he or she is unavailable, or does not appoint the remaining panellists within 30 days after the date of the request referred to in paragraph 5, either Party may request the Secretary-General of the Permanent Court of Arbitration to make the remaining appointments promptly. Any lists of nominees provided under paragraph 4 shall also be provided to the Secretary-General of the Permanent Court of Arbitration.

7. The date of establishment of the panel shall be the date on which the last panellist is appointed.

8. All panellists shall:

- (a) have demonstrated expertise or experience in law, international trade, other matters covered by this Agreement or the resolution of disputes arising under international trade agreements;
- (b) be well-qualified governmental or non-governmental individuals including persons who have served on a WTO panel or Appellate Body or in the WTO Secretariat, taught or published on international trade law or policy or served as a senior trade policy official of a WTO Member;
- (c) be chosen strictly on the basis of objectivity, reliability and sound judgement;
- (d) be independent of, and not be affiliated with or take instructions from, either Party or any organisation related to the dispute;
- (e) not have dealt with the matter in any capacity;
- (f) disclose, to the Parties, information which may give rise to justifiable doubts as to their independence or impartiality;
- (g) comply with the code of conduct in the Rules of Procedure adopted by the Joint Committee; and
- (h) be a national of states having diplomatic relations with both Parties.

9. In addition to the requirements of paragraph 8, the chair of the panel shall:

- (a) not be a national of a Party and not have his or her usual place of residence in the territory of a Party; and
- (b) wherever possible:
  - (i) have served on a WTO panel or Appellate Body; and
  - (ii) have expertise or experience relevant to the subject matter of the dispute.

10. Panellists shall serve in their individual capacities and not as government representatives nor as representatives of any organisation. The Parties shall not give them instructions nor seek to influence them as individuals with regard to matters before a panel.

11. If a panellist appointed under this Article resigns or becomes unable to act, a successor panellist shall be appointed in the same manner as prescribed for the appointment of the original panellist and shall have all the powers and duties of the original panellist. The work of the panel shall be suspended until the successor panellist is appointed. In such a case, any time period applicable to the panel proceedings shall be suspended until the successor panellist is appointed.

12. Where a panel is re-convened under Article 17.14 or Article 17.15, the re-convened panel shall, where feasible, have the same panellist as the original panel. Where this is not feasible, the replacement panellist(s) shall be appointed in the same manner as prescribed for the appointment of the original panellist(s), and shall have all the powers and duties of the original panellist(s).

### **Article 17.10: Functions of Panels**

1. The panel shall make an objective assessment of the matter before it, including an objective assessment of:

- (a) the facts of the case;
- (b) the applicability of the provisions of this Agreement cited by the Parties; and
- (c) whether:
  - (i) the measure at issue is not in conformity with the obligations of this Agreement; or

(ii) the responding Party has otherwise failed to carry out its obligations under this Agreement.

2. The panel shall have the following terms of reference unless the Parties agree otherwise within 20 days after the date of the establishment of the panel:

“To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for establishment of a panel pursuant to Article 17.8, and to make such findings and determinations as are provided for in this Agreement.”

3. The panel shall set out in its report:

- (a) a descriptive section summarising the arguments of the Parties;
- (b) its findings on the facts of the case and on the applicability of the provisions of this Agreement;
- (c) the determinations of the panel as to whether:
  - (i) the measure at issue is not in conformity with the obligations of this Agreement; or
  - (ii) the responding Party has otherwise failed to carry out its obligations under this Agreement; and
- (d) the reasons for its findings and determinations in subparagraphs (b) and (c).

4. In addition to paragraph 3, a panel shall include in its report any other findings and determinations pertaining to the dispute, which may have been jointly requested by the Parties or provided for in its terms of reference. The panel may suggest ways in which the responding Party could implement the findings and determinations.

5. Unless the Parties agree otherwise, a panel shall base its report on the relevant provisions of this Agreement, the submissions and arguments of the Parties and any information or technical advice it has attained in accordance with Article 17.11. A panel shall only make the findings, determinations and suggestions provided for in this Agreement.

6. The findings and determinations of the panel cannot add to or diminish the rights and obligations provided for in this Agreement.

7. The panel shall consult regularly with the Parties and provide adequate opportunities for the development of a mutually satisfactory solution to the

dispute.

8. A panel re-convened under this Chapter shall also carry out functions with regard to compliance review under Article 17.14 and review of level of suspension of concessions or other obligations under Article 17.15. Paragraphs 1 through 4 shall not apply to a panel re-convened under Article 17.14 and Article 17.15 .

### **Article 17.11: Panel Procedures**

1. A panel established or re-convened under this Chapter shall adhere to this Chapter and shall follow the Rules of Procedure adopted by the Joint Committee unless the Parties agree otherwise.

2. On request of a Party or on its own initiative, the panel may, after consulting the Parties, adopt additional rules of procedure which do not conflict with the provisions of this Chapter or with the Rules of Procedure adopted by the Joint Committee. A panel re-convened under Article 17.14 or Article 17.15 may, in consultation with the Parties, establish its own procedures which do not conflict with this Chapter or the Rules of Procedure adopted by the Joint Committee, drawing as it deems appropriate from this Chapter or the Rules of Procedure adopted by the Joint Committee.

3. Panel procedures should provide sufficient flexibility so as to ensure high-quality reports, while not unduly delaying the panel process.

### **Timetable**

4. After consulting the Parties, a panel shall, as soon as practicable and whenever possible within 15 days after the establishment of the panel, fix the timetable for the panel process. The panel process, from the date of establishment until the date of issuance of the final report to the Parties, shall as a general rule, not exceed the period of seven months.

5. Similarly, a Compliance Review Panel re-convened pursuant to Article 17.14 or Article 17.15 shall, as soon as practicable and whenever possible within 15 days after reconvening, fix the timetable for the compliance review process taking into account the time periods specified in Article 17.14.

### **Panel Proceedings**

6. The panel shall make its findings and determinations by consensus, provided that where a panel is unable to reach consensus, it may make its findings and determinations by majority vote. The panellists may furnish dissenting or separate opinions on matters not unanimously agreed. Opinions

expressed by individual members of the panel in its report shall be anonymous.

7. Panel deliberations shall be confidential. The Parties shall be present only when invited by the panel to appear before it.

8. There shall be no *ex parte* communications with the panel concerning matters under consideration by it.

### **Submissions**

9. Each Party shall have the opportunity to set out in writing the facts of its case, its arguments and counter arguments. The timetable fixed by the panel shall include precise deadlines for submissions by the Parties.

### **Hearings**

10. The timetable fixed by the panel shall provide for at least one hearing for the Parties to present their case to the panel. As a general rule, the timetable shall not provide more than two hearings unless special circumstances exist.

11. The venue for hearings shall be decided by agreement between the Parties. If there is no agreement, the venue shall alternate between the capitals of the Parties with the first hearing to be held in the capital of the responding Party.

### **Confidentiality**

12. Written submissions to the panel shall be treated as confidential, but shall be made available to the Parties. The Parties and the panel shall treat as confidential, information submitted by a Party to the panel which that Party has designated as confidential. For greater certainty, nothing in this paragraph shall preclude a Party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other Party, it does not disclose any information designated by the other Party as confidential. A Party shall, upon request of the other Party, provide a non-confidential summary of the information contained in its written submissions that could be disclosed to the public.

### **Additional Information and Technical Advice**

13. The Parties shall respond promptly and fully to any request by a panel for such information as the panel considers necessary and appropriate.

14. Upon request of a Party or on its own initiative, a panel may seek information and technical advice from any individual or body which it deems appropriate. However, before doing so, the panel shall seek the views of the

Parties. Where the Parties agree that the panel should not seek the additional information or technical advice, the panel shall not proceed to do so. The panel shall provide the Parties with any information or technical advice it receives and an opportunity to provide comments. Where the panel takes the information or technical advice into account in preparation of its report, it shall also take into account any comments by the Parties on that information or technical advice.

### **Reports of the Panel**

15. The panel shall issue to the Parties an interim report within 150 days after the date of establishment of the panel. In a matter concerning perishable goods, the panel shall endeavour to do so within 90 days after the date of establishment of the panel.

16. In exceptional cases, if the panel considers it cannot issue its interim report within 150 days after the date of establishment of the panel, or within 90 days in cases of urgency, it shall notify the Parties of the reasons for the delay together with an estimate of the period within which it will issue its interim report to the Parties. Any delay shall not exceed a further period of 30 days.

17. A Party may submit written comments to the panel on its interim report within 15 days after the date of receiving the interim report. After considering any written comments by the Parties on the interim report, the panel may make any further examination it considers appropriate and modify its report.

18. The interim and final report of the panel shall be drafted without the presence of the Parties.

19. The panel shall issue its final report to the Parties within 30 days after the date of issuance of the interim report. Thereafter, a Party may make the report publicly available subject to the protection of any confidential information contained in the report.

### **Article 17.12: Suspension and Termination of Proceedings**

1. The Parties may agree that the panel suspend its work at any time for a period not exceeding 12 months from the date of such agreement. Within this period, the suspended panel proceeding shall be resumed upon request of either Party. In the event of such suspension, all relevant timeframes set out in this Chapter shall be extended by the amount of time that the work was suspended. If the work of the panel has been continuously suspended for more than 12 months, the authority for establishment of the panel shall lapse unless the Parties agree otherwise.

2. The Parties may agree to terminate the proceedings of a panel in the

event that a mutually satisfactory solution to the dispute has been found. In such event, the Parties shall jointly notify the chair of the panel.

3. Before the panel issues its final report, it may at any stage of the proceedings propose to the Parties that the dispute be settled amicably.

### **Article 17.13: Implementation of the Final Report**

1. The findings and determinations of the panel shall be final and binding on the Parties. The responding Party shall unless the Parties agree otherwise:

- (a) if the panel makes a determination that the measure at issue is not in conformity with the obligations under this Agreement, bring the measure into conformity; or
- (b) if the panel makes a determination that the responding Party has otherwise failed to carry out its obligations under this Agreement, carry out those obligations.

2. Within 30 days after the date of the issuance of the panel's final report to the Parties, the responding Party shall notify the complaining Party of its intentions with respect to implementation and:

- (a) if the responding Party considers it has fully complied with the obligation in paragraph 1, the responding Party shall notify the complaining Party in accordance with paragraph 7; or
- (b) if it is impracticable to comply immediately with the obligation in paragraph 1, the responding Party shall notify the complaining Party of the reasonable period of time the responding Party considers it would need to comply with the obligation in paragraph 1 along with an indication of possible actions it may take for such compliance.

3. If the responding Party makes a notification under paragraph 2(b) that it is impracticable for it to comply immediately with the obligation in paragraph 1, it shall have a reasonable period of time to comply with that obligation.

4. If a reasonable period of time is required, it shall, whenever possible, be mutually agreed by the Parties. Where the Parties are unable to agree on the reasonable period of time within 45 days after the date of the issuance of the panel's final report to the Parties, either Party may request that the chair of the panel determine the reasonable period of time, by means of a notice addressed to the chair and the other Party. Such requests shall be made no later than 120 days after the date of the issuance of the panel's final report to the Parties.

5. Where a request is made pursuant to paragraph 4, the chair of the panel shall issue the Parties with a report containing a determination of the reasonable period of time and the reasons for such determination within 45 days after the date of receipt by the chair of the panel of the request.

6. As a guideline, the reasonable period of time determined by the chair of the panel should not exceed 15 months from the date of the issuance of the panel's final report to the Parties. However, such reasonable period of time may be shorter or longer, depending upon the particular circumstances.

7. Where the responding Party considers it has fully complied with the obligation in paragraph 1, it shall so notify the complaining Party without delay. The responding Party shall include with the notification a description of any measure it considers achieves compliance, the date the measure comes into effect and its text, if any.

#### **Article 17.14: Compliance Review**

1. Where the Parties disagree on the existence or consistency with this Agreement of measures taken to comply with the obligation under Article 17.13.1, such dispute shall be decided through recourse to a panel re-convened for this purpose (hereinafter referred to as "Compliance Review Panel").<sup>3</sup> The complaining Party may request a Compliance Review Panel to be re-convened and shall provide a copy of the request in writing to the responding Party.

2. Such request may only be made after the earlier of either:

- (a) the expiry of the reasonable period of time established in accordance with Article 17.13; or
- (b) a notification to the complaining Party by the responding Party under Article 17.13.7 that it has complied with the obligation under Article 17.13.1.

3. A Compliance Review Panel shall make an objective assessment of the matter before it, including an objective assessment of:

- (a) the factual aspects of any action to comply with the obligation under Article 17.13.1 taken by the responding Party; and
- (b) the existence or consistency with this Agreement of measures taken to comply with the obligation under Article 17.13.1.

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<sup>3</sup> Consultations under Article 17.6 are not required for these procedures.

4. The Compliance Review Panel shall set out in its report:
  - (a) a descriptive section summarising the arguments of the Parties;
  - (b) its findings on the facts of the dispute arising under this Article and the applicability of the provisions of this Agreement;
  - (c) its determinations on the existence or consistency with this Agreement of measures taken to comply with the obligation under Article 17.13.1; and
  - (d) its reasons for its findings and determinations in subparagraphs (b) and (c).

5. Where a Compliance Review Panel is requested to re-convene pursuant to paragraph 1, it shall re-convene within 15 days after the date of the request. The Compliance Review Panel shall, where possible, provide its interim report to the Parties within 90 days after the date it re-convene and its final report 30 days thereafter. When the Compliance Review Panel considers that it cannot provide either report within the relevant timeframe, it shall notify the Parties of the reasons for the delay together with an estimate of the period within which it will submit the report.

6. The period from the date of the request for the Compliance Review Panel to re-convene to the submission of its final report shall not exceed 150 days.

#### **Article 17.15: Compensation and Suspension of Concessions or other Obligations**

1. Compensation and the suspension of concessions or other obligations are temporary measures available in the event that the responding Party does not comply with the obligation under Article 17.13.1 within the reasonable period of time. However, neither compensation nor the suspension of concessions or other obligations is preferred to compliance with the obligation in Article 17.13.1. Compensation is voluntary and, if granted, shall be consistent with this Agreement.

2. Where any of the following circumstances exists:

- (a) the responding Party has notified the complaining Party that it does not intend to comply with the obligation under Article 17.13.1;

- (b) the responding Party fails to notify the complaining Party in accordance with Article 17.13.2;
- (c) the responding Party fails to notify the complaining Party in accordance with Article 17.13.7 by the expiry of the reasonable period of time; or
- (d) a failure to comply with the obligation in Article 17.13.1 has been established in accordance with Article 17.14,

the responding Party shall, if so requested by the complaining Party, enter into negotiations with a view to developing mutually acceptable compensation.

3. If the Parties have:

- (a) been unable to agree on compensation within 30 days after the date of receipt of the request made under paragraph 2; or
- (b) agreed on compensation but the responding Party has failed to observe the terms and conditions of that agreement,

the complaining Party may at any time thereafter notify the responding Party that it intends to suspend the application to the responding Party of concessions or other obligations equivalent to the level of nullification or impairment, and shall have the right to begin suspending concessions or other obligations 30 days after the date of receipt of the notification.

4. The right to suspend concessions or other obligations arising under paragraph 3 shall not be exercised where:

- (a) a review is being undertaken pursuant to paragraph 9; or
- (b) a mutually satisfactory solution has been reached.

5. A notification made under paragraph 3 shall specify the level of concessions or other obligations and indicate the relevant sector(s) in which the complaining Party proposes to suspend such concessions or other obligations.

6. In considering what concessions or other obligations to suspend, the complaining Party shall apply the following principles:

- (a) the complaining Party should first seek to suspend concessions or other obligations in the same sector(s) in which the panel has determined there is non-conformity with, or failure to carry out an obligation under this Agreement; and

(b) the complaining Party may suspend concessions or other obligations in other sectors if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s). The notification of such suspension pursuant to paragraph 3 shall indicate the reasons on which it is based.

7. The level of the suspension of concessions or other obligations shall be equivalent to the level of nullification or impairment that is caused by the failure of the responding Party to comply with the final report and be restricted to benefits accruing to the responding Party under this Agreement.

8. Within 30 days after the date of receipt of a notification made under paragraph 3, if the responding Party objects to the level of suspension proposed or it considers that it has observed the terms and conditions of the compensation, or considers that the principles set forth in paragraph 6 have not been followed, the responding Party may request the panel to re-convene to make findings on the matter. The responding Party shall provide a copy of the request in writing to the complaining Party.

9. When a request for a panel to re-convene is made by the responding Party in accordance with paragraph 8, the panel shall re-convene within 15 days after the date of the request. The re-convened panel shall provide its determination to the Parties within 45 days after the date it re-convenes.

10. In the event the re-convened panel determines that the level of suspension is not equivalent to the level of nullification or impairment, it shall determine the appropriate level of suspension it considers to be of equivalent effect. In the event the re-convened panel determines that the responding Party has not failed to observe the terms and conditions of compensation agreement, the complaining Party shall not suspend concessions or other obligations that the complaining Party has notified under paragraph 3. In the event the re-convened panel determines that the complaining Party has not followed the principles set forth in paragraph 6, the complaining Party shall apply them consistently with that paragraph.

11. The complaining Party may suspend concessions or other obligations only in a manner consistent with the re-convened panel's determination.

12. The suspension of concessions or other obligations shall be temporary and shall only be applied until such time as the obligation in Article 17.13.1 has been complied with or a mutually satisfactory solution is reached.

13. Where the right to suspend concessions or other obligations has been exercised under this Article, if the responding Party has notified under Article 17.13.7 that it has complied with the obligation in Article 17.13.1, and where

the Parties disagree on the existence or consistency with this Agreement of the measures taken to comply, either Party may request the panel to re-convene to examine the matter.<sup>4</sup> The requesting Party shall provide a copy of the request to the other Party.

14. Where the panel re-convenes pursuant to paragraph 13, Article 17.14.3 through 17.14.6 shall apply.

15. If the panel re-convened pursuant to paragraph 13 determines that the responding Party has complied with the obligation under Article 17.13.1, the complaining Party shall promptly terminate the suspension of concessions or other obligations.

### **Article 17.16: Expenses**

1. Unless the Parties agree otherwise, each Party shall bear the costs of its appointed panellist and its own expenses and legal costs.

2. Unless the Parties agree otherwise, the costs of the chair of the panel and other expenses associated with the conduct of the panel proceedings shall be borne in equal parts by the Parties.

### **Article 17.17: Contact Points**

1. Each Party shall designate a contact point for this Chapter and shall notify the other Party of the details of this contact point within 30 days after the date of the entry into force of this Agreement. Each Party shall notify the other Party of any change to its contact point.

2. Any notification, request, reply, written submission or other document relating to any proceedings pursuant to this Chapter shall be delivered to the relevant Party or Parties through their designated contact points. The relevant Party or Parties shall provide confirmation of receipt of such documents in writing through the designated contact point(s).

### **Article 17.18: Language**

1. All proceedings pursuant to this Chapter shall be conducted in the

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<sup>4</sup> Where a panel is re-convened pursuant to this paragraph to consider the responding Party's compliance, it may also, on request, determine whether the level of any existing suspension of concessions is still appropriate in light of its findings on the implementation action taken by the responding Party and, if not, determine an appropriate level.

English language.

2. Any document submitted for use in any proceedings pursuant to this Chapter shall be in the English language. If any original document is not in the English language, a Party submitting it for use in the proceedings shall submit that document together with an English translation.