

CHAPTER 29

DISPUTE SETTLEMENT

Article 29.1

Definitions

For the purposes of this Chapter:

“cases of urgency” means those cases which concern goods that rapidly lose their quality, current condition, or commercial value, in a short period of time, including perishable goods;

“Code of Conduct” means the code of conduct referred to in Article 29.21 (Rules of Procedure and Code of Conduct) and set out in Annex 29B (Code of Conduct);

“complaining Party” means the Party that requests consultations under Article 29.7 (Consultations);

“panel” means a panel established under Article 29.8 (Request for Establishment of a Panel) or reconvened under Articles 29.14 (Compliance Review), 29.15 (Compensation and Suspension of Concessions or other Obligations), or 29.16 (Compliance Review after Suspension of Concessions or other Obligations);

“responding Party” means the Party to which a request for consultations is made under Article 29.7 (Consultations); and

“Rules of Procedure” means the rules of procedure referred to in Article 29.21 (Rules of Procedure and Code of Conduct) and set out in Annex 29A (Rules of Procedure).

Article 29.2

Objective

The objective of this Chapter is to provide an effective, efficient, and transparent process for the avoidance or settlement of disputes between the Parties concerning the interpretation and application of this Agreement.

Article 29.3

Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement and shall make every effort through cooperation and consultations to arrive at a mutually agreed solution with respect to any matter that might affect its operation or application.

Article 29.4

Scope

1. Unless otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the interpretation or application of this Agreement, wherever a Party considers that:
 - (a) a measure of the other Party is inconsistent with its obligations under this Agreement; or
 - (b) the other Party has otherwise failed to carry out its obligations under this Agreement.
2. This Chapter shall apply subject to such special and additional provisions on dispute settlement contained in other Chapters of this Agreement.

Article 29.5

Choice of Forum

1. If a dispute arises regarding a right or obligation under this Agreement and a substantially equivalent right or obligation under another international agreement to which both Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute.
2. The complaining Party shall be deemed to have selected the forum in which to settle the dispute when it has requested the establishment of, or referred the matter to, a panel or tribunal, pursuant to Article 29.8 (Request for Establishment of a Panel) or under the relevant provisions of the other international agreement.
3. Once the complaining Party has selected the forum in which to settle the dispute, that forum shall be used to the exclusion of all other fora¹, unless the forum selected first fails to make findings on the issue in dispute for jurisdictional or procedural reasons.

Article 29.6

Good Offices, Conciliation, or Mediation

1. The Parties may at any time agree to undertake an alternative method of dispute resolution, such as good offices, conciliation, or mediation.
2. If the Parties agree, procedures undertaken pursuant to paragraph 1 may continue while proceedings of the panel provided for in this Chapter are in progress.

¹ For greater certainty, the exclusion of other fora includes the exclusion of consultations in those fora.

3. Procedures undertaken pursuant to paragraph 1 and, in particular, positions taken by the Parties during these procedures shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.
4. A Party may suspend or terminate the procedures undertaken pursuant to paragraph 1 at any time.

Article 29.7 Consultations

1. The Parties shall endeavour to resolve any dispute referred to in paragraph 1 of Article 29.4 (Scope) through consultations in good faith, with a view to reaching a mutually agreed solution.
2. A Party may request consultations in writing pursuant to paragraph 1, setting out the reasons for the request, including identification of the measure at issue or other matter under Article 29.4 (Scope) and an indication including a brief description of the factual and legal basis for the complaint.
3. The responding Party shall reply in writing to the request no later than 10 days after the date of receipt of the request. Unless the Parties agree otherwise, consultations shall be held no later than 30 days, or 15 days in cases of urgency, after the date of receipt of the request.
4. Unless the Parties agree otherwise, consultations shall be deemed concluded 60 days, or 30 days in cases of urgency, after the date of receipt of the request.
5. In the consultations, each Party shall:
 - (a) provide sufficient information to enable a full examination of how the measure at issue or other matter which is the subject of consultations might affect the operation or application of this Agreement;
 - (b) treat any confidential information exchanged in the course of consultations in the same manner as treated by the Party providing the information; and
 - (c) endeavour to ensure the participation of personnel of their competent governmental authorities or other regulatory bodies who have responsibility for or expertise in the matter subject to the consultations.
6. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the capital of the responding Party, unless the Parties agree otherwise.
7. Consultations, and in particular, positions taken by the Parties during consultations, shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.

Article 29.8
Request for Establishment of a Panel

1. The complaining Party may request in writing the establishment of a panel to examine the matter arising under this Agreement if:
 - (a) the responding Party does not reply to a request for, or enter into, consultations within the time period specified in paragraph 3 of Article 29.7 (Consultations); or
 - (b) the Parties fail to resolve the dispute through consultations within the time period specified in paragraph 4 of Article 29.7 (Consultations).
2. The request for establishment of a panel shall set out the reasons for the request, including identification of:
 - (a) the specific measure at issue or other matter;
 - (b) whether consultations have been held; and
 - (c) the factual and legal basis of the complaint sufficient to present the problem clearly, including the provisions of this Agreement alleged to have been breached.
3. When a complaining Party makes a written request for the establishment of a panel pursuant to paragraph 1, a panel shall be established in accordance with Article 29.9 (Composition of the Panel).

Article 29.9
Composition of the Panel

Appointment of Panellists

1. All nominations and appointments of panellists under this Article shall fully conform to the requirements in Article 29.10 (Qualifications of Panellists).
2. A panel shall be composed of three panellists, unless the Parties agree otherwise.
3. Each Party shall appoint one panellist, who may be a national of that Party.
4. The Parties shall jointly appoint the third panellist, who shall serve as the chair of the panel. To this end, each Party shall provide to the other Party a list of up to five nominees for the appointment of the chair. The chair of the panel shall not:
 - (a) be a national of a Party;
 - (b) have his or her usual place of residence in the territory of a Party;

- (c) be employed by a Party; or
 - (d) have dealt with the dispute in any capacity.
5. Notwithstanding paragraph 4, the Parties may mutually agree to appoint the chair of the panel that does not meet the requirements of subparagraphs 4(a) through 4(d).
6. The Parties shall exchange the lists of nominees for the appointment of the chair no later than 20 days after the date of receipt of the written notification requesting the establishment of a panel.

Failure to Appoint a Panellist

7. If any of the three panellists have not been appointed 40 days after the delivery of the request for the establishment of a panel, on request of the complaining Party, the panellist shall be appointed by draw of lot in accordance with paragraphs 8 through 10.
8. Unless the Parties decide otherwise, the draw of lot shall take place no earlier than seven days and no later than 15 days after the date of delivery of the request for draw of lot. The complaining Party shall give reasonable opportunity for representatives of the responding Party to be present when the lot is drawn.
9. Where more than one panellist, including the chair, is to be selected by draw of lot, the chair shall be appointed first.
10. If a Party fails to submit the list of nominees in accordance with paragraph 6, the appointment shall be by draw of lot from the list of nominees submitted by the other Party.

Replacement of a Panellist

11. If a panellist appointed under this Article resigns or becomes unable to act, the panellist shall notify the Parties and a successor panellist shall be appointed in accordance with this Article and the Rules of Procedure. The panellist shall have all the powers and duties of the original panellist. The work of the panel, including any applicable time periods, shall be suspended beginning from the date when the original panellist becomes unable to act and ending on the date when the successor panellist is appointed.

Establishment of the Panel

12. The date of establishment of the panel shall be the date on which the last of the three selected panellists has notified to the Parties the acceptance of their appointment.

Reconvened Panels

13. If a panel is reconvened under Article 29.14 (Compliance Review), Article 29.15 (Compensation and Suspension of Concessions or other Obligations), or Article 29.16 (Compliance Review after Suspension of Concessions or other

Obligations), the reconvened panel shall, to the extent possible, have the same panellists as the original panel. If this is not possible, any successor panellist shall be appointed in accordance with this Article and shall have all the powers and duties of the original panellist.

Article 29.10

Qualifications of Panellists

1. All panellists appointed pursuant to Article 29.9 (Composition of the Panel) 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 chosen on the basis of objectivity, reliability, and sound judgement;
 - (c) be independent of, and not be affiliated with or take instructions from, a Party;
 - (d) serve in their individual capacities and not take instructions from any organisation or government regarding matters related to the dispute; and
 - (e) comply with the Code of Conduct.
2. The chair shall also have experience in dispute settlement procedures.
3. An individual shall not serve as a panellist for a dispute in which that person has participated under Article 29.6 (Good Offices, Conciliation, or Mediation).
4. If a Party believes that a panellist is in violation of any of these requirements, then in accordance with the Rules of Procedure, the Parties shall consult and, where agreed, shall replace the panellist with a new panellist in accordance with Article 29.9 (Composition of the Panel). The new panellist shall have all the powers and duties of the original panellist.

Article 29.11

Functions of a Panel

1. Unless the Parties agree otherwise, the panel shall perform its functions and conduct its proceedings in a manner consistent with this Agreement, the Rules of Procedure, and the Code of Conduct.

Panel Assessment

2. The panel shall make an objective assessment of the matter before it, including an examination of the facts of the dispute and the applicability of and

conformity with this Agreement, and to make the findings and determinations as required in its terms of reference.

3. A panel shall make its findings by consensus. If a panel is unable to reach consensus, it may make its findings by majority vote. A panel shall not disclose which panellists are associated with majority or minority opinions.
4. No finding, determination or recommendation of a panel can add to or diminish the rights and obligations of the Parties provided under this Agreement.
5. The panel, on joint request by the Parties, in its report and decisions, may suggest ways in which the responding Party could implement the panel's findings.

Terms of Reference

6. Unless the Parties agree otherwise, within 20 days of the date of establishment of a panel, the terms of reference of the panel shall be to:
 - (a) examine, in light of the relevant provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel; and
 - (b) make findings of law and fact, and determinations, as provided for in this Agreement, together with the reasons therefor in a written report or decision as provided for in this Chapter.
7. The Parties shall notify the panel of other agreed terms of reference within the time period specified in paragraph 6.

Rules of Interpretation

8. The panel shall interpret this Agreement in accordance with the customary rules of interpretation of public international law. The panel shall also consider relevant interpretations in panel and Appellate Body reports adopted by the Dispute Settlement Body of the WTO.

Article 29.12 **Reports of a Panel²**

1. The reports of a panel shall be drafted without the presence of the Parties. The panellists shall assume full responsibility for the drafting of the reports and shall not delegate this responsibility. Opinions expressed in the reports of the panel shall be anonymous. The reports shall include any separate or dissenting opinions on matters not unanimously agreed by the Panel.

² For greater certainty paragraphs 3 through 9 shall not apply to a panel reconvened under Articles 29.14 (Compliance Review) through 29.15 (Compliance Review after Suspension of Concessions or other Obligations).

2. The panel shall base its reports on the relevant provisions of this Agreement, the submissions and arguments of the Parties, and on any information or advice it has obtained in accordance with the Rules of Procedure.

Interim Report

3. The panel shall issue its interim report to the Parties no later than 150 days, or no later than 120 days in cases of urgency, after the date of establishment of the panel.
4. The panel shall set out in its interim report:
 - (a) a descriptive section summarising the submissions and arguments of the Parties;
 - (b) its findings on the facts and the applicability of the provisions of this Agreement;
 - (c) its findings on whether:
 - (i) the measure at issue of the responding Party is inconsistent with its obligations under this Agreement;
 - (ii) the responding Party has otherwise failed to carry out its obligations under this Agreement;
 - (d) any other findings jointly requested by the Parties; and
 - (e) its reasons for the findings in subparagraphs (b) through (d).
5. In exceptional cases, if the panel considers that it cannot issue its interim report within the time period specified in paragraph 3, the panel shall promptly inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its interim report. The panel shall not exceed an additional period of 60 days, or 30 days in cases of urgency.
6. A Party may submit to the panel written comments no later than 20 days after the date of issuance of the interim report. After considering any written comments by the Parties on the interim report, the panel may modify its report and make any further examination it considers appropriate.
7. The interim report, and the contents of any comments made on an interim report, shall not be made public.

Final Report

8. The panel shall issue its final report to the Parties within 30 days of the issuance of its interim report.
9. The final report of the panel shall be binding on the Parties.

10. A Party may release a copy of the final report to the public. The release shall be subject to the protection of confidential information in accordance with the Rules of Procedure.

Article 29.13

Compliance with the Final Report

1. If the panel finds that the measure at issue of the responding Party is inconsistent with its obligations under this Agreement, or that it has failed to carry out its obligations under this Agreement, the responding Party shall take, promptly, any measure necessary to eliminate the non-conformity.
2. If immediate compliance is not possible, the responding Party shall, no later than 30 days after the date of issuance of the final report, notify the complaining Party that a reasonable period of time is necessary for compliance with the final report. The Parties shall endeavour to agree on the length of the reasonable period of time required to comply with the final report.
3. If the Parties are unable to agree on the reasonable period of time within 45 days after the date of issuance of the final report, the complaining Party may request in writing the chair of the panel to determine the length of the reasonable period of time. This request shall be made no later than 120 days after the date of issuance of the final report. The chair shall present the Parties with a decision in writing, together with reasons, no later than 45 days after the date of the request.
4. As a guideline, the reasonable period of time, where determined by the chair of the panel, shall not exceed 15 months in all cases, from the date of issuance of the final report to the Parties. The length of the reasonable period of time may be extended at any time by mutual agreement of the Parties.
5. If the responding Party considers that it has complied with the final report, it shall, no later than the date of the expiry of the reasonable period of time, provide the complaining Party with a description of the steps it has taken to comply with the final report.

Article 29.14

Compliance Review

1. If the Parties disagree on the existence of any steps taken to comply with the final report or their consistency with this Agreement, the complaining Party may request, in writing, that the panel reconvene (hereinafter referred as the “compliance panel”) to decide the matter.
2. A request made pursuant to paragraph 1 may only be made after the earlier of either:

- (a) the expiry of the reasonable period of time established in accordance with Article 29.13 (Compliance with the Final Report); or
 - (b) a notification by the responding Party, pursuant to paragraph 5 of Article 29.13 (Compliance with the Final Report), that it has complied with the final report.
- 3. The request referred to in paragraph 1 shall identify the issues with any steps taken to comply and the legal basis for the complaint, including the provisions of this Agreement alleged to have been breached and to be addressed by the compliance panel, sufficient to present the problem clearly.
- 4. The compliance panel shall make an objective assessment of the matter before it and shall set out in its compliance report:
 - (a) a descriptive section summarising the submissions and arguments of the Parties;
 - (b) its findings on the facts of the matter;
 - (c) its findings on the existence or consistency with this Agreement of any steps taken by the responding Party to comply with the final report; and
 - (d) the reasons for its findings.
- 5. The compliance panel shall issue an interim compliance report to the Parties no later than 90 days after the date of request pursuant to paragraph 1 and its final compliance report within 45 days thereafter.
- 6. In exceptional cases, if the compliance panel considers that it cannot issue its interim compliance report within the time period specified in paragraph 5, it shall promptly inform the Parties, in writing, of the reasons for the delay together with an estimate of when it will issue its interim compliance report. The compliance panel shall not exceed an additional period of 30 days.
- 7. A Party may submit to the compliance panel written comments no later than 20 days after the date of issuance of the interim compliance report. After considering any written comments by the Parties on the interim compliance report, the compliance panel may modify its report and make any further examination it considers appropriate. The interim compliance report and the contents of any comments made on an interim compliance report shall not be made public.

Article 29.15

Compensation and Suspension of Concessions or other Obligations

- 1. Compensation and suspension of concessions or other obligations shall be temporary and shall only be applied until such time as:

- (a) the Parties agree on the existence or consistency of the steps notified in accordance with paragraph 1 of Article 29.16 (Compliance Review after Suspension of Concessions or other Obligations);
- (b) the responding Party is found, pursuant to Article 29.16 (Compliance Review after Suspension of Concessions or other Obligations), to have complied with the final report; or
- (c) the Parties have reached a mutually agreed solution.

However, neither compensation nor the suspension of concessions or other obligations is preferred to full compliance with the final report. Compensation is voluntary and, if granted, shall be consistent with this Agreement.

Mutually Acceptable Compensation

- 2. The responding Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on mutually acceptable compensation if:
 - (a) the responding Party fails to provide a notification in accordance with paragraph 2 of Article 29.13 (Compliance with the Final Report);
 - (b) the responding Party fails to notify, pursuant to paragraph 5 of Article 29.13 (Compliance with the Final Report), any steps taken to comply with the final report; or
 - (c) the compliance panel finds, pursuant to Article 29.14 (Compliance Review), that the responding Party has failed to comply with the final report.

Notification for Suspension of Concessions or other Obligations

- 3. Where the complaining Party intends to suspend the application of concessions or other obligations under this Agreement, it shall notify the responding Party in writing, provided:
 - (a) the Parties decided not to enter into consultations for any of the circumstances set out in subparagraphs 2(a) to 2(c);
 - (b) the Parties have failed to agree on mutually acceptable compensation under paragraph 2 within 25 days of the date of the request to enter into consultations pursuant to paragraph 2; or
 - (c) the Parties have agreed on mutually acceptable compensation under paragraph 2 but the complaining Party considers that the responding Party has failed to observe the terms of the agreement.
- 4. A notification made pursuant to paragraph 3 shall specify:
 - (a) the level of concessions or other obligations that the complaining Party proposes to suspend;

- (b) the relevant sector or sectors to which the concessions or other obligations relate; and
- (c) where subparagraph 5(b) applies, the reasons on which the complaining Party's decision to suspend concessions or other obligations in a different sector is based.

Principles Applying to Suspension of Concessions or other Obligations

5. In considering what concessions or other obligations to suspend under paragraph 3, the complaining Party shall apply the following principles:
 - (a) the general principle is that the complaining Party should first seek to suspend concessions or other obligations in the same sector or sectors as that in which the panel has found an inconsistency with this Agreement;
 - (b) if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector or sectors as that in which the panel has found an inconsistency with this Agreement, the complaining Party may seek to suspend concessions or other obligations in other sectors under this agreement; and
 - (c) it shall only suspend concessions or other obligations that are subject to dispute settlement in accordance with Article 29.4 (Scope).
6. The level of suspension of concessions or other obligations shall not exceed a level equivalent to the level of nullification or impairment.

Right to Suspend Concessions or other Obligations

7. The complaining Party shall have the right to implement the suspension of concessions or other obligations 45 days after the date of receipt of the complaining Party's notification by the responding Party referred to in paragraph 3.
8. The right to suspend concessions or other obligations under paragraph 7 shall not be exercised if:
 - (a) a review is being undertaken pursuant to paragraphs 9 and 10; or
 - (b) the Parties have reached a mutually agreed solution in accordance with Article 29.18 (Mutually Agreed Solution), that the complaining Party shall not exercise its right to suspend concessions or other obligations pursuant to paragraph 3.

Reconvened Panel Proceedings

9. If the responding Party:

- (a) objects to the proposed level of suspension of concessions or other obligations on the basis that it exceeds a level equivalent to the level of nullification or impairment;
- (b) considers that it has complied with the terms and conditions of any compensation agreed pursuant to paragraph 2; or
- (c) claims that the complaining Party has failed to follow the principles set out in paragraph 5,

it may request in writing, no later than 30 days after the date of receipt of the notification referred to in paragraph 3, the panel to reconvene to make findings on the matter (hereinafter referred to as the “reconvened panel”).

10. The reconvened panel shall reconvene no later than 10 days after the date of the request pursuant to paragraph 9. The reconvened panel shall notify its decision to the Parties no later than 90 days after the date of the request. In exceptional cases, if the reconvened panel considers that it cannot notify its decision within this time period it shall inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its decision. The reconvened panel shall not exceed an additional period of 30 days.
11. Concessions or other obligations shall not be suspended until the reconvened panel has notified its decision. Any suspension of concessions or other obligations shall be consistent with the reconvened panel’s decision.

Article 29.16

Compliance Review after Suspension of Concessions or other Obligations

1. If the right to suspend concessions or other obligations has been exercised pursuant to paragraph 7 of Article 29.15 (Compensation and Suspension of Concessions or other Obligations) or mutually acceptable compensation has been agreed pursuant to paragraph 2 of Article 29.15 (Compensation and Suspension of Concessions or other Obligations) and the responding Party considers that it has complied with paragraph 1 of Article 29.13 (Compliance with the Final Report), the responding Party shall notify the complaining Party of the steps it has taken to comply.
2. Subject to paragraph 3, the complaining Party shall terminate the suspension of concessions or other obligations within 30 days of receipt of the notification in paragraph 1. In cases where compensation has been applied, and subject to paragraph 3, the responding Party may terminate the application of that compensation within 30 days of the complaining Party’s receipt of the notification in paragraph 1.

3. If the Parties do not reach an agreement on the existence or consistency with this Agreement of any steps notified in accordance with paragraph 1, no later than 30 days after the date of the complaining Party's receipt of the notification the responding Party may request in writing the original panel to reconvene to examine the matter (hereinafter referred to as the "review panel").
4. The review panel shall notify its decision to the Parties no later than 90 days of the date of the request. In exceptional cases, if the review panel considers that it cannot notify its decision within this timeframe, it shall inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its decision. The review panel shall not exceed an additional period of 30 days.
5. If the review panel decides that the steps notified in accordance with paragraph 1 achieve compliance with the final report or are consistent with this Agreement, the suspension of concessions or other obligations, or the application of the compensation or alternative arrangement, shall be terminated no later than 30 days after the date of the decision. If the review panel decides that the measures notified in accordance with paragraph 1 do not achieve compliance with the final report or are inconsistent with this Agreement, the suspension of concessions or other obligations, or the application of the compensation or alternative arrangement, may continue. Where relevant, the level of suspension of concessions or other obligations or of the compensation or alternative arrangement, shall be adapted in light of the decision of the review panel.

Article 29.17

Suspension or Termination of Proceedings

1. On the joint request of the Parties, the panel shall suspend its work at any time for a period agreed by the Parties not exceeding 15 consecutive months.
2. The panel shall resume its work at any time on the joint request of the Parties or at the end of the agreed suspension period on the written request of a Party. The request shall be notified to the panel, as well as to the other Party, where applicable.
3. In the event of a suspension, the timeframes set out in this Chapter and in the Rules of Procedure shall be extended by the amount of time that the panel's work was suspended.
4. If the work of the panel is suspended for more than 15 consecutive months, the authority of the panel shall lapse and the panel proceedings shall be terminated, unless the Parties agree otherwise.
5. The Parties may agree at any time to terminate the panel proceedings. The Parties shall jointly notify such agreement to the panel.

Article 29.18
Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 29.4 (Scope).
2. If a mutually agreed solution is reached during panel proceedings, the Parties shall jointly notify the agreed solution to the panel. Upon this notification, the proceedings of the panel shall be terminated.
3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.
4. No later than the date of expiry of the agreed time period, the implementing Party shall inform the other Party in writing of any measures taken to implement the mutually agreed solution.³

Article 29.19
Decision on Cases of Urgency

If the Parties disagree on whether a dispute concerns a case of urgency and on request of a Party, the panel shall decide, within 15 days of the request, whether a dispute concerns a case of urgency.

Article 29.20
Time Periods

Any time period referred to in this Chapter, the Rules of Procedure, or the Code of Conduct may be modified for a dispute by agreement of the Parties. The panel may at any time propose to the Parties to modify any time period, stating the reasons for the proposal.

Article 29.21
Rules of Procedure and Code of Conduct

1. The proceedings provided for in this Chapter shall be conducted in accordance with the Rules of Procedure and the Code of Conduct, unless the Parties agree otherwise.
2. Notwithstanding subparagraph 2(g) of Article 27.2 (Functions of Joint Committee – Administrative and Institutional Provisions) and Article 30.2 (Amendments – Final Provisions), amendments relating to Annex 29A (Rules

³ Notwithstanding Article 28.6 (Confidentiality – General Provisions and Exceptions), a mutually agreed solution shall be confidential, unless otherwise agreed.

of Procedures) and Annex 29B (Code of Conduct) shall be made by diplomatic notes exchanged between the governments of the Parties.

3. The Rules of Procedure shall ensure that:

- (a) there is at least one hearing before the panel at which each Party may present views orally;
- (b) the first hearing shall be held in the capital of the responding Party, and any additional hearings shall alternate between the capitals of the Parties, unless the Parties agree otherwise;
- (c) subject to subparagraph (j), a hearing before the panel shall be open for the public to observe, unless the Parties agree otherwise. Hearings held in closed session shall be confidential;
- (d) each Party has an opportunity to provide an initial written submission;
- (e) the panel may at any time during the proceeding address questions in writing to a Party or the Parties;
- (f) subject to subparagraph (j), the request for consultations and the request for establishment of a panel shall be released to the public;
- (g) subject to subparagraph (j), a Party may release to the public its own written submissions, written versions of oral statements, and written responses to requests or questions from the panel;
- (h) if the Parties agree and subject to any agreed terms and conditions, the panel may accept and consider *amicus curiae* submissions;
- (i) subject to consultations with the Parties, the panel may seek information or technical advice from any expert that it deems appropriate; and
- (j) confidential information is protected.

Article 29.22
Working Language

All proceedings of the panel and all documents and information submitted to the panel shall be in the English language.

Article 29.23
Expenses

1. The remuneration of the panellists and other expenses associated with the conduct of the panel proceedings shall be borne in equal share by both Parties, in accordance with the Rules of Procedure.

2. Each Party shall bear the cost of its own participation in the proceedings.

Article 29.24
Private Rights

Neither Party shall provide for a right of action under its laws or regulations against the other Party on the ground that a measure of the other Party is inconsistent with its obligations under this Agreement or that the other Party has otherwise failed to carry out its obligation under this Agreement.

Article 29.25
Contact Point

Each Party shall designate a contact point for this Chapter and shall notify the other Party of the contact details of that contact point within 30 days of entry into force of this Agreement. Each Party shall promptly notify the other Party of any change to those contact details. Any request, notification, written submission, or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.