

- c) promote the adoption of transparent and appropriate measures to protect consumers from fraudulent and deceptive commercial practices when they engage in electronic commerce; and
- d) promote the cooperation between their respective national consumer protection agencies on issues related to cross-border electronic commerce in order to enhance consumer welfare.

ARTICLE 13.8

Implementing Arrangements

1. Competent authorities of the Parties may conclude implementing arrangements on any matter within the scope of this Chapter. In particular, the implementing arrangements shall set out understandings reached in accordance with Articles 13.3, 13.4 and 13.5 of this Agreement.
2. The Parties through the relevant competent authorities shall take all necessary actions to apply the implementing arrangements within a jointly determined reasonable period of time.

CHAPTER 14

DISPUTE SETTLEMENT

ARTICLE 14.1

Objectives

The objective of this Chapter is to provide an effective and transparent process for the settlement of disputes arising under this Agreement.

ARTICLE 14.2

Definitions

For the purposes of this Chapter:

- a) “**Arbitral Panel**” means an Arbitral Panel established pursuant to Article 14.7 of this Agreement; and
- b) “**disputing Parties**” means the complaining Party and the responding Party. The Member States of the Eurasian Economic Union and the Eurasian Economic Union may act jointly or individually as a disputing Party. In the latter case if a measure is taken by a Member State of the Eurasian Economic Union, such Member State of the Eurasian Economic Union shall be a disputing Party, and if a measure is taken by the Eurasian Economic Union, it shall be a disputing Party.

ARTICLE 14.3

Scope and Coverage

1. Except as otherwise provided for in this Agreement, this Chapter shall apply with respect to the settlement of disputes between the Parties regarding the interpretation and/or application of this Agreement wherever

a Party considers that the other Party has failed to carry out its obligations under this Agreement.

2. Disputes regarding the same matter between the same disputing Parties arising under both this Agreement and the WTO Agreement may be settled in either forum at the discretion of the complaining Party. The forum thus selected shall be used to the exclusion of the other.
3. For the purposes of this Agreement, the procedural provisions of the relevant incorporated articles of the WTO Agreement relating to dispute settlement in case of non-compliance or possible violation shall not be applied to any Member State of the Eurasian Economic Union which is not a Member of the WTO.
4. For the purposes of paragraph 2 of this Article, dispute settlement procedures under the WTO Agreement are deemed to be initiated by a disputing Party's request for the establishment of a panel under Article 6 of the WTO Understanding on Rules and Procedures Governing the Settlement of Disputes, whereas dispute settlement procedures under this Agreement are deemed to be initiated upon a request for arbitration pursuant to paragraph 1 of Article 14.7 of this Agreement.

ARTICLE 14.4

Information Exchange and *Amicus Curiae*

1. The distribution among the Member States of the Eurasian Economic Union and the Eurasian Economic Union of any procedural document relating to any dispute arising under this Agreement shall not be viewed as

a violation of the provisions on confidentiality under this Agreement and/or WTO Agreement.

2. Any Member State of the Eurasian Economic Union and the Eurasian Economic Union having substantial interest in a matter in dispute may have an opportunity to be heard and to make written submissions to the Arbitral Panel as *amicus curiae*.

ARTICLE 14.5

Good Offices, Conciliation or Mediation

1. The disputing Parties may at any time agree to good offices, conciliation or mediation. Procedures for good offices, conciliation or mediation may begin at any time and be terminated at any time upon the request by either disputing Party.
2. If the disputing Parties so agree, good offices, conciliation or mediation may continue while the proceedings of the Arbitral Panel provided for in this Chapter are in progress.
3. Proceedings involving good offices, conciliation and mediation, and in particular positions taken by the disputing Parties during those proceedings, shall be confidential and without prejudice to the rights of either disputing Party in any further proceeding.

ARTICLE 14.6

Consultations

1. The Parties shall make every attempt through consultations to reach a mutually satisfactory solution of any matter raised in accordance with this Chapter.
2. A request for consultations shall be submitted in writing to the responding Party through its contact point or contact points designated in accordance with Article 1.7 of this Agreement as well as to the Joint Committee and shall give the reasons for the request, including identification of any measure or other matter at issue and an indication of the legal basis for the complaint.
3. When the complaining Party submits a request for consultations pursuant to paragraph 2 of this Article, the responding Party shall:
 - a) reply to the request in writing within 10 days from the date of its receipt; and
 - b) enter into consultations in good faith within 30 days, or 10 days in cases of urgency, including those concerning perishable goods, from the date of the receipt of the request with a view to reaching a prompt and mutually satisfactory resolution of the matter.
4. Periods of time specified in paragraph 3 of this Article may be changed by agreement of the disputing Parties.

5. The consultations shall be confidential, and without prejudice to the rights of either disputing Party in any further proceeding.
6. A disputing Party may request the other disputing Party to make available for the consultations experts from its governmental agencies or other regulatory bodies who have expertise in the matter under consultations.

ARTICLE 14.7

Establishment of Arbitral Panel

1. The complaining Party that made a request for consultations under Article 14.6 of this Agreement may request in writing the establishment of an Arbitral Panel:
 - a) if the responding Party does not comply with the periods of time in accordance with paragraph 3 or 4 of Article 14.6 of this Agreement;
 - b) if the disputing Parties fail to resolve the dispute through such consultations within 60 days, or within 20 days in cases of urgency, including those concerning perishable goods, from the date of receipt of the request for such consultations; or
 - c) if the disputing Parties jointly consider that consultations have failed to settle the dispute during the period of time specified in subparagraph b) of this paragraph.

2. In cases of urgency, including those concerning perishable goods, the disputing Parties shall make every effort to accelerate the proceedings to the greatest extent possible.
3. The request for the establishment of an Arbitral Panel shall be made in writing to the responding Party through its contact points designated in accordance with Article 1.7 of this Agreement as well as to the Joint Committee. It shall indicate whether consultations were held, identify the specific measures at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly.
4. The requirements and procedures specified in this Article may be changed by mutual agreement of the disputing Parties.

ARTICLE 14.8

Appointment of Arbitrators

1. The Arbitral Panel shall consist of three members.
2. Within 30 days of receipt of the request to establish an Arbitral Panel by the responding Party, each disputing Party shall appoint an arbitrator. Within 15 days of the appointment of the second arbitrator, the appointed arbitrators shall choose by mutual agreement the chair of the Arbitral Panel who shall not fall under any of the following disqualifying criteria:
 - a) being a national of a Member State of the Eurasian Economic Union or Viet Nam; or

- b) having usual place of residence in the territory of a Member State of the Eurasian Economic Union or Viet Nam.
3. If the necessary appointments have not been made within the periods of time specified in paragraph 2 of this Article, either disputing Party may, unless otherwise agreed by the disputing Parties, invite the Secretary-General of the Permanent Court of Arbitration (hereinafter referred to as “PCA”) to be the appointing authority. In case the Secretary-General of the PCA is a national of a Member State of the Eurasian Economic Union or Viet Nam or is incapable to realise this appointing function, the Deputy Secretary-General of the PCA or the officer next in seniority who is not a national of a Member State of the Eurasian Economic Union or Viet Nam and who is capable to realise this appointing function shall be requested to make the necessary appointments.
4. All arbitrators shall:
- a) have expertise and/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 strictly on the basis of objectivity, impartiality, reliability and sound judgment;
 - c) be independent of, and not be affiliated with or take instructions from a Party; and

- d) disclose to the disputing Parties any direct or indirect conflicts of interest in respect of the matter at hand.
5. Individuals may not serve as arbitrators for a dispute if they have dealt with the dispute previously in any capacity, including in accordance with Article 14.5 of this Agreement.
 6. If an arbitrator appointed under this Article resigns or becomes unable to act, a successor arbitrator shall be appointed within 15 days in accordance with the procedure as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator. Any period of time applicable to the proceeding shall be suspended beginning on the date the arbitrator resigns or becomes unable to act and ending on the date a replacement is selected.
 7. The date of establishment of the Arbitral Panel shall be the date on which the chair of the Arbitral Panel is appointed.
 8. The requirements and procedures specified in this Article may be changed by mutual agreement of the disputing Parties.

ARTICLE 14.9

Functions of Arbitral Panel

1. The functions of an Arbitral Panel are to make an objective assessment of the dispute before it, including an objective assessment of the facts of the case and the applicability of and conformity with this Agreement, and to

make such findings and rulings necessary for the resolution of the dispute referred to it as it deems appropriate as well as to determine at the request of a disputing Party the conformity of any implementing measures and/or relevant suspension of benefits with its final report.

2. The findings and rulings of an Arbitral Panel cannot add to or diminish the rights and obligations of the Parties provided for in this Agreement.

ARTICLE 14.10

Proceedings of Arbitral Panel

1. The Arbitral Panel proceedings shall be conducted in accordance with the provisions of this Chapter.
2. Subject to paragraph 1 of this Article, the Arbitral Panel shall regulate its own procedures in relation to the rights of the disputing Parties to be heard and its deliberations in consultation with the disputing Parties. The disputing Parties in consultation with the Arbitral Panel may agree to adopt additional rules and procedures not inconsistent with the provisions of this Article.
3. After consulting the disputing Parties, the Arbitral Panel shall as soon as practicable and whenever possible within 10 days after its establishment, fix the timetable for the Arbitral Panel process. The timetable shall include precise deadlines for written submissions by the disputing Parties. Modifications to such timetable may be made by mutual agreement of the disputing Parties in consultation with the Arbitral Panel.

4. Upon request of a disputing Party or on its own initiative, the Arbitral Panel may, at its discretion, seek information and/or technical advice from any individual or body which it deems appropriate. However, before the Arbitral Panel seeks such information and/or advice, it shall inform the disputing Parties. Any information and/or technical advice so obtained shall be submitted to the disputing Parties for comment. Where the Arbitral Panel takes the information and/or technical advice into account in the preparation of its report, it shall also take into account any comment by the disputing Parties on the information and/or technical advice.
5. The Arbitral Panel shall make its procedural decisions, findings and rulings by consensus, provided that where the Arbitral Panel is unable to reach consensus such procedural decisions, findings and rulings may be made by majority vote. The Arbitral Panel shall not disclose which arbitrators are associated with majority or minority opinions.
6. The Arbitral Panel shall meet in closed session. The disputing Parties shall be present at the meetings only when invited by the Arbitral Panel to appear before it.
7. The hearings of the Arbitral Panel shall be closed to the public, unless the disputing Parties agree otherwise.
8. The disputing Parties shall be given the opportunity to attend any of the presentations, statements or rebuttals in the proceedings. Any information provided or written submission made by a disputing Party to the Arbitral

Panel, including any comment on the descriptive part of the initial report and response to the questions put by the Arbitral Panel, shall be made available to the other disputing Party.

9. The deliberations of the Arbitral Panel and the documents submitted to it shall be kept confidential.
10. Nothing in this Chapter shall preclude a disputing Party from disclosing statements of its own positions to the public. A disputing Party shall treat as confidential information submitted by the other disputing Party to the Arbitral Panel which that other disputing Party has designated as confidential. A disputing Party shall also, upon request of a Party, provide a non-confidential summary of the information contained in its written submissions that could be disclosed to the public.
11. The venue for hearings shall be decided by mutual agreement of the disputing Parties. If there is no agreement, the venue shall alternate between the capitals of the disputing Parties with the first hearing to be held in the capital of the responding Party.

ARTICLE 14.11

Terms of Reference of Arbitral Panel

Unless the disputing Parties agree otherwise within 20 days from the date of receipt of the request for the establishment of the Arbitral Panel, the terms of reference shall be:

“To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an Arbitral Panel pursuant to Article 14.7 of this Agreement and to make findings and rulings of law and fact together with the reasons therefore for the resolution of the dispute.”.

ARTICLE 14.12

Termination or Suspension of Proceedings

1. The Arbitral Panel shall be terminated upon the joint request of the disputing Parties. In such event, the disputing Parties shall jointly notify the chair of the Arbitral Panel and the Joint Committee.
2. The Arbitral Panel shall, upon the joint request of the disputing Parties, suspend its work at any time for a period not exceeding 12 consecutive months from the date of receipt of such joint request. In such event, the disputing Parties shall jointly notify the chair of the Arbitral Panel. Within this period, either disputing Party may authorise the Arbitral Panel to resume its work by notifying the chair of the Arbitral Panel and the other disputing Party. In that event, all relevant periods of time set out in this Chapter shall be extended by the amount of time that the work was suspended for. If the work of the Arbitral Panel has been suspended for more than 12 consecutive months, the Arbitral Panel shall be terminated. The authority for establishment of a new Arbitral Panel by the original disputing Parties on the same matter referred to in the request for the

establishment of the original Arbitral Panel shall lapse unless the disputing Parties agree otherwise.

ARTICLE 14.13

Reports of Arbitral Panel

1. The reports of the Arbitral Panel shall be drafted without the presence of the disputing Parties and shall be based on the relevant provisions of this Agreement, the submissions and arguments of the disputing Parties and any information and/or technical advice provided to it in accordance with paragraph 4 of Article 14.10 of this Agreement.
2. The Arbitral Panel shall issue its initial report within 90 days, or 60 days in cases of urgency, including those concerning perishable goods, from the date of establishment of the Arbitral Panel. The initial report shall contain, *inter alia*, both the descriptive sections and the Arbitral Panel's findings and conclusions.
3. In exceptional circumstances, if the Arbitral Panel considers it cannot issue its initial report within the periods of time specified in paragraph 2 of this Article, it shall inform the disputing Parties in writing of the reasons for the delay together with an estimate of the period within which it will issue its initial report. Any delay shall not exceed a further period of 30 days unless the disputing Parties agree otherwise.

4. A disputing Party may submit written comments on the initial report to the Arbitral Panel within 15 days of receiving the initial report unless the disputing Parties agree otherwise.
5. After considering any written comment by the disputing Parties and making any further examination it considers necessary, the Arbitral Panel shall present to the disputing Parties its final report within 30 days of issuance of the initial report, unless the disputing Parties agree otherwise.
6. If in its final report, the Arbitral Panel finds that a disputing Party's measure does not conform with this Agreement, it shall include in its findings and rulings a requirement to remove the non-conformity.
7. The disputing Parties shall release the final report of the Arbitral Panel as a public document within 15 days from the date of its issuance, subject to the protection of confidential information, unless any disputing Party objects. In this case the final report shall still be released for all Parties to the Agreement.
8. The final report of the Arbitral Panel shall be final and binding for the disputing Parties with regard to a particular dispute.

ARTICLE 14.14
Implementation

1. The disputing Parties shall immediately comply with the rulings of the Arbitral Panel. Where it is not practicable to comply immediately, the disputing Parties shall comply with the rulings within a reasonable period of time. The reasonable period of time shall be mutually determined by the disputing Parties. Where the disputing Parties fail to agree on the reasonable period of time within 45 days of the issuance of the Arbitral Panel's final report, either disputing Party may refer the matter to the original Arbitral Panel, which shall determine the reasonable period of time after consulting with the disputing Parties.
2. Where there is disagreement between the disputing Parties as to whether a disputing Party has eliminated the non-conformity as determined in the report of the Arbitral Panel within the reasonable period of time as determined pursuant to this Article, the other disputing Party may refer the matter to the original Arbitral Panel.
3. The Arbitral Panel shall issue its report within 60 days from the date on which the matter referred to in paragraph 1 or 2 of this Article was submitted for its consideration. The report shall contain the determination of the Arbitral Panel and the reasons for its determination. When the Arbitral Panel considers that it cannot issue its report within this period of time, it shall inform the disputing Parties in writing of the reasons for the delay together with an estimate of the period within which it will issue its report. Any delay shall not exceed a further period of 30 days unless the disputing Parties agree otherwise.

4. The disputing Parties may at all times continue to seek mutually satisfactory resolution on the implementation of the final report of the Arbitral Panel.

ARTICLE 14.15

Compensation and Suspension of Benefits

1. If a disputing Party does not comply with the rulings of the Arbitral Panel within the reasonable period of time determined in accordance with Article 14.14 of this Agreement, or notifies the other disputing Party that it does not intend to do so, and/or if the original Arbitral Panel determines that a disputing Party did not comply with the rulings of the Arbitral Panel in accordance with Article 14.14 of this Agreement, such disputing Party shall, if so requested by the other disputing Party, enter into consultations with a view to agreeing on a mutually acceptable compensation. If no such agreement has been reached within 20 days from the receipt of the request, the other disputing Party shall be entitled to suspend the application of benefits granted under this Agreement in respect of the responding Party but only equivalent to those affected by the measure that the Arbitral Panel has found not to be in conformity with this Agreement.
2. In considering what benefits to suspend, a disputing Party should first seek to suspend benefits in the same sector or sectors as that affected by the measure that the Arbitral Panel has found not to be in conformity with this Agreement. If such disputing Party considers that it is not practicable or effective to suspend benefits in the same sector or sectors it may suspend benefits in other sectors.

3. A disputing Party shall notify the other disputing Party of the benefits which it intends to suspend, the grounds for such suspension and when suspension will commence at least 30 days before the date on which the suspension is due to take effect. Within 15 days from the receipt of such notification, the other disputing Party may request the original Arbitral Panel to rule on whether the benefits which a disputing Party intends to suspend are equivalent to those affected by the measure found not to be in conformity with this Agreement, and whether the proposed suspension is in accordance with paragraphs 1 and 2 of this Article. The rulings of the Arbitral Panel shall be given within 45 days from the receipt of such request and shall be final and binding to the disputing Parties. Benefits shall not be suspended until the Arbitral Panel has issued its rulings.
4. Compensation and/or suspension of benefits shall be temporary and shall not be preferred to full elimination of the non-conformity as determined in the final report of the Arbitral Panel. Compensation and/or suspension shall only be applied by a disputing Party until the measure found not to be in conformity with this Agreement has been withdrawn or amended so as to bring it into conformity with this Agreement, or until the disputing Parties have resolved the dispute otherwise.
5. Upon request of a disputing Party, the original Arbitral Panel shall rule on the conformity with the final report of any implementing measure adopted after the suspension of benefits and, in light of such rulings, whether the suspension of benefits should be terminated or modified. The rulings of

the Arbitral Panel shall be made within 30 days from the date of the receipt of such request.

ARTICLE 14.16

Expenses

1. Unless the disputing Parties agree otherwise:
 - a) each disputing Party shall bear the costs of its appointed arbitrator, its own expenses and legal costs; and
 - b) the costs of the chair of the Arbitral Panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the disputing Parties.
2. Upon request of a disputing Party, the Arbitral Panel may decide on the expenses referred to in subparagraph b) of paragraph 1 of this Article taking into account the particular circumstances of the case.

ARTICLE 14.17

Language

1. All proceedings and documents pursuant to this Chapter shall be conducted in the English language.
2. Any document submitted for use in the proceedings pursuant to this Chapter shall be in the English language. If any original document is not

in the English language, the disputing Party submitting it shall provide an English language translation of such document.

CHAPTER 15

FINAL PROVISIONS

ARTICLE 15.1

Annexes

The Annexes to this Agreement constitute an integral part of this Agreement.

ARTICLE 15.2

Accession

1. A new Member State of the Eurasian Economic Union shall accede to this Agreement if the Parties mutually agree on such accession. Such accession shall be done through an additional protocol to this Agreement.
2. The Eurasian Economic Commission shall promptly notify Viet Nam of any third country receiving the status of the candidate for membership in the Eurasian Economic Union and of any accession to the Eurasian Economic Union.
3. Without prejudice to the accession of the candidate Member State to the Eurasian Economic Union, the provisions included in Chapter 8 (Trade in Services, Investment and Movement of Natural Persons) of this Agreement may be negotiated by the candidate Member State of the