

CHAPTER 11

ADMINISTRATION OF THE AGREEMENT

ARTICLE 11.1

Joint Committee

1. The Parties hereby establish the Joint Committee EFTA-Peru comprising of representatives of each Party. The Parties shall be represented by cabinet-level representatives of the Parties or senior officials delegated by them for this purpose.
2. The Joint Committee shall:
 - (a) supervise the fulfilment and correct application of the provisions of this Agreement;
 - (b) evaluate the achieved results in the application of this Agreement;
 - (c) oversee the further elaboration of this Agreement, including the possibility of removing remaining barriers to trade and other restrictive measures concerning commerce between Peru and the EFTA States;
 - (d) supervise the work of the sub-committees and working groups established under this Agreement and recommend appropriate actions to them;
 - (e) adopt its own rules of procedure;
 - (f) upon request of any Party, provide its opinion regarding the interpretation or application of this Agreement;
 - (g) seek to resolve disputes that may arise regarding the interpretation or application of this Agreement, in accordance with Chapter 12 (Dispute Settlement);
 - (h) decide on the amount of remuneration and expenses that will be paid to panelists;
 - (i) prepare and adopt the Model Rules of Procedure for panels which shall include the standards of conduct for panelists; and
 - (j) consider any other matter that may affect the operation of this Agreement, or that is entrusted to it by the Parties.

3. The Joint Committee may:
- (a) set up sub-committees and working groups as it considers necessary to assist it in accomplishing its tasks and delegate responsibilities to them. Except where specifically provided for in this Agreement, sub-committees and working groups shall work under a mandate established by the Joint Committee;
 - (b) decide to amend the Annexes and Appendices to this Agreement. Subject to paragraph 4, it may set a date for the entry into force of such decisions; and
 - (c) convene the Parties for future negotiations to examine deepening the already reached liberalisation in the different sectors covered by this Agreement.
4. If a representative of a Party in the Joint Committee has accepted a decision subject to the fulfilment of its internal legal requirements, the decision shall enter into force on the date when the last Party notifies the Depositary that its internal legal requirements have been fulfilled, unless the decision itself specifies a later date. The Joint Committee may decide that the decision shall enter into force for those Parties that have fulfilled their internal requirements, provided that Peru and at least one EFTA State are among those Parties. A Party may apply a decision of the Joint Committee provisionally until such decision enters into force for it, subject to its legal requirements.
5. The Joint Committee shall meet whenever necessary but normally every two years in regular session and in special session by written request of any Party to the other Parties. The special session shall take place within 30 days following the date of the receipt of the request, unless the Parties agree otherwise.
6. Unless otherwise agreed by the Parties, sessions of the Joint Committee shall be held alternately in Lima and Geneva or by any technological means available. Such sessions shall be chaired jointly by Peru and one of the EFTA States.
7. The Joint Committee may take decisions as provided for in this Agreement and on all other matters it may make recommendations.
8. The Joint Committee shall take decisions and make recommendations by consensus.

ARTICLE 11.2

Agreement Co-ordinators and Contact Points

1. Each Party shall designate an Agreement Co-ordinator and communicate such designation to the other Parties within 90 days following the date of the entry into force of this Agreement.
2. Unless otherwise provided for in this Agreement, the Agreement Co-ordinators shall:
 - (a) work jointly to develop agendas and make other preparations for Joint Committee meetings and follow up on Joint Committee decisions as appropriate;
 - (b) act as a contact point to facilitate communications between the Parties on any matter covered by this Agreement;
 - (c) on the request of a Party, identify the office or official responsible for a given matter and assist in facilitating communication as necessary; and
 - (d) address any other matter entrusted to it by the Joint Committee.
3. Each Party shall be responsible for the operation and expenses of its designated Agreement Co-ordinator.