

CHAPTER 11

ADMINISTRATION OF THE AGREEMENT

ARTICLE 11.1

Joint Committee

1. The Parties hereby establish the Joint Committee Colombia-EFTA comprising representatives of each Party. The Parties shall be represented by cabinet-level representatives or senior officials delegated by them for this purpose.
2. The Joint Committee shall:
 - (a) supervise the fulfillment 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 Colombia and the EFTA States;
 - (d) supervise the work of all sub-committees and working groups established pursuant to this Agreement and recommend appropriate actions to them;
 - (e) establish its own rules of procedure;
 - (f) upon request of any Party, provide its opinion regarding the interpretation or application of this Agreement;
 - (g) establish the amount of remuneration and expenses that will be paid to panelists;
 - (h) prepare and adopt the Model Rules of Procedure for panels which shall include the standards of conduct for panelists; and
 - (i) consider any other matter that may affect the operation of this Agreement or 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 tariff-elimination schedules in Annex II (Excluded Product), IV (Fish and Other Marine Products), VIII (Dismantling of Import Duties for Industrial Products), specific rules of origin in Annex V (Rules of Origin and Mutual Administrative Co-operation in Customs Matters) and the list of entities in Appendices 1 through 3 to Annex XX (General Notes);
 - (c) except as otherwise provided for in this Article, consider and propose any amendments to the rights and obligations under this Agreement, subject to the fulfillment of the internal legal requirements of each Party; and
 - (d) convene the Parties for future negotiations to examine deepening the already reached liberalisation in the different sectors covered by this Agreement.
4. 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. Special sessions shall take place within 30 days of receipt of the last request, unless the Parties agree otherwise.
5. Unless otherwise agreed by the Parties, sessions of the Joint Committee shall be held alternately in Bogota and Geneva or by any technological means available. Such sessions shall be chaired jointly by Colombia and one of the EFTA States.
6. The Joint Committee may take decisions as provided for in this Agreement and on all other matters it may make recommendations.
7. The Joint Committee shall take decisions and make recommendations by consensus.

ARTICLE 11.2

Agreement Coordinators and Contact Points

1. Each Party shall designate an Agreement Coordinator and communicate such designation to the other Parties within 90 days following the entry into force of this Agreement.

2. Unless otherwise specified in this Agreement, the Agreement Coordinators shall:
 - (a) work jointly to develop agendas, 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 Coordinator.