

CHAPTER 15

DISPUTE SETTLEMENT

Article 15.1: Objectives

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation.
2. The objective of this Chapter is to provide an effective, efficient and transparent process for consultations and settlement of disputes among the Parties concerning their rights and obligations under this Agreement.

Article 15.2: Scope

1. Except as otherwise provided in this Agreement, the dispute settlement provisions of this Chapter shall apply:
 - (a) with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of this Agreement;
 - (b) wherever a Party considers that an actual or proposed measure of another Party is or would be inconsistent with the obligations of this Agreement or that another Party has otherwise failed to carry out its obligations under this Agreement; or
 - (c) wherever a Party considers that an actual or proposed measure of another Party causes nullification or impairment in the sense of Annex 15.A.
2. Subject to Article 15.3, 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.

Article 15.3: Choice of Forum

1. Where a dispute regarding any matter arises under this Agreement and under another trade agreement to which the disputing Parties are party, the complaining Party may select the forum in which to settle the dispute.

2. The complaining Party shall notify the other Parties in writing of its intention to bring a dispute to a particular forum before doing so. Where a Party wishes to have recourse to a different dispute settlement forum from that notified by another complaining Party, the complaining Parties shall consult with a view to reaching agreement on a single forum in which to settle the dispute.

3. Once a complaining Party has initiated dispute settlement proceedings under Article 15.6, under the WTO Agreement or any other trade agreement to which the disputing Parties are party,¹ the forum selected shall be used to the exclusion of the others.

4. Where there is more than one dispute on the same matter arising under this Agreement against a Party, the disputes shall be joined.

Article 15.4: Consultations

1. Any Party may request in writing consultations with any other Party with respect to any actual or proposed measure of that Party that it considers inconsistent with this Agreement or any other matter that it considers might affect the operation of this Agreement, which shall be circulated to all Parties to this Agreement through the Contact Points designated in accordance with Article 14.5 (*Contact Points*).

2. All such requests for consultations shall set out the reasons for the request, including the identification of the actual or proposed measure or other matter at issue and an indication of the legal basis for the complaint.

3. The Party to which a request for consultations is made shall reply to the request in writing within 7 days after the date of its receipt. The response to the request for consultations shall be circulated to all Parties.

4. Whenever a Party other than the consulting Parties considers that it has an interest in the consultations, such Party may notify the consulting Parties within 7 days after the notification of the request for consultations, of its desire to be joined in the consultations. The Party complained against shall give positive consideration to any request from a Party to attend consultations requested by any other Party.

5. The Parties shall enter into consultations within a period of no more than:

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

¹ For the purposes of this Article, dispute settlement proceedings under the WTO Agreement or any other trade agreement are deemed to have been initiated upon a request by a Party for the establishment of a panel or by referral of a matter to an arbitral tribunal.

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

6. The consulting Parties shall make every attempt to reach a mutually satisfactory resolution of any matter through consultations under this Article. To this end, the consulting Parties shall:

(a) provide sufficient information to enable a full examination of how the actual or proposed measure or other matter might affect the operation and application of this Agreement; and

(b) treat any confidential information exchanged in the course of consultations on the same basis as the Party providing the information.

7. With a view to reaching a mutually satisfactory resolution of the matter, the requesting Party may make representations or proposals to the responding Party, which shall give due consideration to the representations or proposals made to it.

8. In consultations under this Article, a consulting Party may request another consulting Party to make available personnel of its government agencies or other regulatory bodies who have expertise in the matter subject to consultations.

Article 15.5: Good Offices, Conciliation and Mediation

1. Good offices, conciliation and mediation are procedures undertaken voluntarily if the disputing Parties so agree.

2. Proceedings involving good offices, conciliation and mediation, and in particular the positions taken by the disputing Parties during these proceedings, shall be confidential and without prejudice to the rights of any Party in any further proceedings under these procedures.

3. Good offices, conciliation or mediation may be requested at any time by any disputing Party. They may begin at any time and be terminated at any time. Once procedures for good offices, conciliation or mediation are concluded without an agreement between the disputing Parties, the complaining Party may request the establishment of an arbitral tribunal under Article 15.6.

4. If the disputing Parties agree, good offices, conciliation or mediation may continue while the dispute proceeds for resolution before an arbitral tribunal convened under Article 15.6.

Article 15.6: Establishment of an Arbitral Tribunal

1. The complaining Party may request, by means of a written notification

addressed to the Party complained against, the establishment of an arbitral tribunal if the consulting Parties fail to resolve the matter within:

- (a) 45 days after the date of receipt of the request for consultations under Article 15.4;
 - (b) 30 days after the date of receipt of the request for consultations under Article 15.4 in a matter regarding perishable goods; or
 - (c) such other period as the consulting Parties agree.
2. Such notification shall also be communicated to all Parties.
3. The request to establish an arbitral tribunal shall identify:
- (a) the specific measure at issue;
 - (b) the legal basis of the complaint including the provisions of this Agreement alleged to have been breached and any other relevant provisions; and
 - (c) the factual basis for the complaint.
4. Unless otherwise agreed by the disputing Parties, the arbitral tribunal shall be established and perform its functions in a manner consistent with the provisions of this Chapter.
5. Notwithstanding Paragraphs 1, 3, and 4, an arbitral tribunal may not be established to review a proposed measure.

Article 15.7: Composition of Arbitral Tribunals

1. The arbitral tribunal shall comprise three members.
2. In the written notification pursuant to Article 15.6, the complaining Party or Parties requesting the establishment of an arbitral tribunal shall designate one member of that arbitral tribunal.
3. Within 15 days of the receipt of the notification referred to in Paragraph 2, the Party to which it was addressed shall designate one member of the arbitral tribunal.
4. The disputing Parties shall designate by common agreement the appointment of the third arbitrator within 15 days of the appointment of the second arbitrator. The member thus appointed shall chair the arbitral tribunal.

5. If all 3 members have not been designated or appointed within 30 days from the date of receipt of the notification referred to in Paragraph 2, at the request of any Party to the dispute the necessary designations shall be made by the Director-General of the WTO within a further 30 days.

6. The Chair of the arbitral tribunal shall not be a national of any of the Parties, nor have his or her usual place of residence in the territory of any of the Parties, nor be employed by any of the Parties, nor have dealt with the matter in any capacity.

7. All arbitrators shall:

- (a) have 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 strictly on the basis of objectivity, reliability, and sound judgment;
- (c) be independent of, and not be affiliated with or take instructions from, any Party; and
- (d) comply with the code of conduct for panelists established under the *Understanding on Rules and Procedures Governing the Settlement of Disputes*, which is part of the WTO Agreement.

8. Individuals may not serve as arbitrators for a dispute in which they have participated pursuant to Article 15.5.

9. 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 selection procedure as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator.

10. The date of establishment of the arbitral tribunal shall be the date on which the Chair is appointed.

Article 15.8: Functions of Arbitral Tribunals

1. The function of an arbitral tribunal is to make an objective assessment of the dispute before it, including an examination of the facts of the case and the applicability of and conformity with this Agreement, and make such other findings and rulings necessary for the resolution of the dispute referred to it as it thinks fit.
2. The findings and rulings of the arbitral tribunal shall be binding on the disputing Parties.
3. The arbitral tribunal shall, apart from the matters set out in Article 15.9, regulate its own procedures in relation to the rights of Parties to be heard and its deliberations in consultation with the disputing Parties.
4. An arbitral tribunal shall take its decisions by consensus; provided that where an arbitral tribunal is unable to reach consensus it may take its decisions by majority vote.

Article 15.9: Rules of Procedure for Arbitral Tribunals

1. Unless the disputing Parties otherwise agree, the arbitral tribunal proceedings shall be conducted in accordance with the Model Rules of Procedure for Arbitral Tribunals set out at Annex 15.B.
2. Unless the disputing Parties otherwise agree within 20 days from the date of delivery of the request for the establishment of the arbitral tribunal, the terms of reference shall be:

"To examine, in the light of the relevant provisions of the Agreement, the matter referred to in the request for the establishment of an arbitral tribunal pursuant to Article 15.6 and to make findings of law and fact together with the reasons therefore for the resolution of the dispute."
3. If a complaining Party wishes to argue that a matter has nullified or impaired benefits, the terms of reference shall so indicate.
4. At the request of a disputing Party or on its own initiative, the arbitral tribunal may seek scientific information and technical advice from experts as it deems appropriate. Any information so obtained shall be submitted to the disputing Parties and any third Party for comment.
5. Unless the arbitral tribunal determines otherwise because of the particular circumstances of the case, a disputing Party shall bear the cost of its appointed arbitrator and its own expenses. The cost of the Chair of the arbitral tribunal and

other expenses associated with the conduct of its proceedings shall be borne by the disputing Parties in equal shares.

Article 15.10: Suspension or Termination of Proceedings

1. The disputing Parties may agree that the arbitral tribunal suspend its work at any time for a period not exceeding 12 months from the date of such agreement. If the work of the arbitral tribunal has been suspended for more than 12 months, the authority for establishment of the tribunal shall lapse unless the disputing Parties agree otherwise.

2. The disputing Parties may agree to terminate the proceedings of an arbitral tribunal in the event that a mutually satisfactory solution to the dispute has been found.

Article 15.11: Initial Report

1. The reports of the arbitral tribunal shall be drafted without the presence of the Parties and shall be based on the relevant provisions of this Agreement and the submissions and arguments of the Parties.

2. Unless the disputing Parties otherwise agree, the arbitral tribunal shall:

- (a) within 90 days after the last arbitrator is selected; or
- (b) in cases of urgency including those relating to perishable goods within 60 days after the last arbitrator is selected,

present to the disputing Parties an initial report.

3. The initial report shall contain:

- (a) findings of fact;
- (b) the determination of the arbitral tribunal as to whether a disputing Party has not conformed with its obligations under this Agreement or that a disputing Party's measure is causing nullification or impairment in the sense of Annex 15.A or any other determination requested in the terms of reference; and
- (c) the decision of the arbitral tribunal on the dispute.

4. In exceptional cases, if the arbitral tribunal considers it cannot release its initial report within 90 days, or within 60 days in cases of urgency, 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 otherwise agree.

5. Arbitrators may furnish separate opinions on matters not unanimously agreed.

6. A disputing Party may submit written comments to the arbitral tribunal on its initial report within 15 days of presentation of the report or within such other period as the disputing Parties may agree.

7. After considering any written comments on the initial report, the arbitral tribunal may reconsider its report and make any further examination it considers appropriate.

Article 15.12: Final Report

1. The arbitral tribunal shall present a final report to the disputing Parties, including any separate opinions on matters not unanimously agreed, within 30 days of presentation of the initial report, unless the disputing Parties otherwise agree. The disputing Parties shall release the final report to the public within 15 days thereafter, subject to the protection of confidential information.

2. If in its final report the arbitral tribunal determines that a disputing Party has not conformed with its obligations under this Agreement, or that a Party's measure is causing nullification or impairment within the sense of Annex 15.A, the decision, whenever possible, shall be to eliminate the non-conformity or the nullification or impairment.

3. No arbitral tribunal may, either in its initial report or its final report, disclose which arbitrators are associated with majority or minority opinions.

Article 15.13: Implementation of Final Report

1. The final report of an arbitral tribunal shall be binding on the disputing Parties and shall not be subject to appeal.

2. Unless the disputing Parties decide otherwise, they shall implement the decision contained in the final report of the arbitral tribunal within a reasonable period of time if it is not practicable to comply immediately.

3. If the arbitral tribunal determines that a measure of a Party that is taken by local government is not in conformity with its obligations under this Agreement, the Party shall notify the other Parties of the steps, such as legislative, regulatory or

administrative steps, which the Party will take to implement the decision of the arbitral tribunal.

4. The reasonable period of time shall be mutually determined by the disputing Parties, or where the disputing Parties fail to agree on the reasonable period of time within 45 days of the release of the arbitral tribunal's report, either Party to the dispute may refer the matter to the arbitral tribunal, which shall determine the reasonable period of time following consultation with the disputing Parties.

Article 15.14: Compliance within Reasonable Period of Time

1. Where there is disagreement as to the existence or consistency with this Agreement of measures taken within the reasonable period of time to comply with the decision of the arbitral tribunal, such dispute shall be decided through recourse to the dispute settlement procedures in this Chapter, including wherever possible by resort to the original arbitral tribunal.

2. The arbitral tribunal shall provide its report to the disputing Parties within 60 days after the date of the referral of the matter to it. When the arbitral tribunal considers that it cannot provide its report within this timeframe, 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 submit its report. Any delay shall not exceed a further period of 30 days unless the disputing Parties otherwise agree.

Article 15.15: Compensation and Suspension of Benefits

1. If the Party concerned fails to bring the measure found to be inconsistent with the Agreement into compliance with the decision of the arbitral tribunal under Article 15.12 within the reasonable period of time established in accordance with Article 15.13, that Party shall, if so requested, enter into negotiations with the complaining Party with a view to reaching a mutually satisfactory agreement on any necessary compensatory adjustment.

2. If the arbitral tribunal decides that a Party's measure is causing nullification or impairment in the sense of Annex 15.A and the nullification or impairment is not addressed within the reasonable period of time established in accordance with Article 15.13, that Party shall, if so requested, enter into negotiations with the complaining Party with a view to reaching a mutually satisfactory agreement on any necessary compensatory adjustment.

3. A complaining Party may suspend the application of benefits of equivalent effect to the responding Party 30 days after the end of the reasonable period of time established in accordance with Article 15.13. Benefits may not be suspended while the complaining Party is pursuing negotiations under Paragraphs 1 or 2.

4. Compensation and the suspension of benefits shall be temporary measures. Neither compensation nor the suspension of benefits is preferred to full implementation of a decision to bring a measure into conformity with this Agreement. Compensation and suspension of benefits shall only be applied until such time as the measure found to be inconsistent with this Agreement has been removed, or the Party that must implement the arbitral tribunal's decision has done so, or a mutually satisfactory solution is reached.

5. In considering what benefits to suspend pursuant to Paragraph 3:

- (a) the complaining Party should first seek to suspend benefits in the same sector(s) as that affected by the measure or other matter that the arbitral tribunal has found to be inconsistent with the obligations derived of this Agreement or to have caused nullification or impairment in the sense of Annex 15.A; and
- (b) if the complaining Party considers that it is not practicable or effective to suspend benefits in the same sector(s), it may suspend benefits in other sectors. The communication in which it announces such a decision shall indicate the reasons on which it is based.

6. Upon written request of the Party concerned, the original arbitral tribunal shall determine whether the level of benefits suspended by the complaining Party is excessive pursuant to Paragraph 3. If the arbitral tribunal cannot be established with its original arbitrators, the proceeding set out in Article 15.7 shall be applied.

7. The arbitral tribunal shall present its determination within 60 days from the request made pursuant to Paragraph 6, or if an arbitral tribunal cannot be established with its original arbitrators, from the date on which the last arbitrator is selected. The ruling of the arbitral tribunal shall be final and binding. It shall be delivered to the disputing Parties and be made publicly available.

Article 15.16 : Compliance Review

1. Without prejudice to the procedures in Article 15.15, if the responding Party considers that it has eliminated the non-conformity or the nullification or impairment that the arbitral tribunal found, it may refer the matter to the arbitral tribunal by providing written notice to the other Party. The arbitral tribunal shall issue its report on the matter within 90 days after the responding Party provides notice.

2. If the arbitral tribunal decides that the responding Party has eliminated the non-conformity or the nullification or impairment, the complaining Party shall promptly reinstate any benefits it has suspended under in Article 15.15.

Annex 15.A

Nullification or Impairment

If any Party considers that any benefits it could reasonably have expected to accrue to it under any provision of:

- (a) Chapters 3 through 5 (*Trade in Goods, Rules of Origin and Customs Procedures*);
- (b) Chapter 8 (*Technical Barriers to Trade*);
- (c) Chapter 11 (*Government Procurement*); or
- (d) Chapter 12 (*Trade in Services*),

is being nullified or impaired as a result of the application of any measure that is not inconsistent with this Agreement, the Party may have recourse to dispute settlement under this Chapter.

Annex 15.B

Model Rules of Procedure for Arbitral Tribunals

General provisions

1. For the purpose of Chapter 15 and this Annex:

arbitral tribunal means an arbitral tribunal established pursuant to Article 15.6 (*Establishment of an Arbitral Tribunal*);

complaining Party means Party that requests the establishment of an arbitral tribunal under Article 15.6 (*Establishment of an Arbitral Tribunal*);

disputing Party or **Parties** means the Party or Parties to the dispute;

third Party means a Party to this Agreement which has notified its interest in the dispute to the Parties to the dispute in accordance with Paragraph 8.

responding Party means a Party that has been complained against pursuant to Article 15.6 (*Establishment of an Arbitral Tribunal*).

Notifications

2. Any request, notice, written submissions or other document shall be delivered by a Party or the arbitral tribunal by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of telecommunication that provides a record of the sending thereof.

3. A disputing Party shall provide a copy of each of its written submissions to the other disputing Party or Parties, to a third Party, and to each of the arbitrators. A copy of the document shall also be provided in electronic format.

4. All notifications shall be made and delivered to each disputing Party and any third Party.

5. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitral tribunal proceeding may be corrected by delivery of a new document clearly indicating the changes.

6. If the last day for delivery of a document falls on a legal holiday of a disputing Party or third Party, the document may be delivered on the next business day.

Commencing the arbitration

7. Unless the disputing Parties otherwise agree, they shall meet with the arbitral tribunal within 7 days following the composition of the arbitral tribunal in order to determine such matters that the disputing Parties or the arbitral tribunal deem appropriate, including the remuneration and expenses that shall be paid to the Chair of the arbitral tribunal, which normally shall conform to the WTO standards.

Third Parties

8. A Party to this Agreement which has an interest in the matter before the arbitral tribunal may notify the disputing Parties of this interest no later than 10 days after the request for the establishment of the arbitral tribunal. In the case of a matter regarding perishable goods an interest has to be notified no later than 7 days after the request for the establishment of the arbitral tribunal.

9. A third Party shall have an opportunity to make written submissions to the arbitral tribunal and be present at the hearings of the arbitral tribunal.

Initial submissions

10. The complaining Party shall deliver its initial written submission no later than 20 days after the composition of the arbitral tribunal. The responding Party shall deliver its written counter-submission no later than 20 days after the date of delivery of the initial written submission. A third Party may deliver a written submission 7 days after the date of delivery of the counter-submission.

Operation of arbitral tribunals

11. The chair of the arbitral tribunal shall preside at all of its meetings.

12. Except as otherwise provided in these rules, the arbitral tribunal may conduct its activities by any means, including telephone, facsimile transmissions or computer links.

13. Only arbitrators may take part in the deliberations of the arbitral tribunal.

14. The drafting of any decision and ruling shall remain the exclusive responsibility of the arbitral tribunal.

15. Where a procedural question arises that is not covered by these rules, an arbitral tribunal may adopt an appropriate procedure that is not inconsistent with this Agreement.

16. When the arbitral tribunal considers that there is a need to modify any time period applicable in the proceeding, or to make any other procedural or administrative adjustment in the proceeding, it shall inform the disputing Parties and any third Party in writing of the reasons for the modification or adjustment with the indication of the period or adjustment needed.

Hearings

17. The Chair shall fix the date and time of the hearing in consultation with the disputing Parties and the other members of the arbitral tribunal. The Chair shall notify in writing to the disputing Parties and any third Party the date, time and location of the hearing. Unless either of the disputing Parties disagrees, the arbitral tribunal may decide not to convene a hearing.

18. Unless the disputing Parties otherwise agree, the hearing shall be held in the responding Party's territory. The responding Party shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed.

19. The arbitral tribunal may convene additional hearings if the Parties so agree.

20. All arbitrators shall be present at all hearings.

21. No later than five days before the date of a hearing, each disputing Party and any third Party shall deliver a list of the names of representatives or advisers who will be attending the hearing.

21. The hearings of the arbitral tribunals shall be held in closed session, unless the disputing Parties decide otherwise. If the disputing Parties decide that the hearing is open to the public, part of the hearing may however be held in closed session, if the arbitral tribunal, on application by the disputing Parties, so decides for serious reasons. In particular, the arbitral tribunal shall meet in closed sessions when the submission and arguments of a disputing Party contain business confidential information. If the hearing is open to the public, the date, time and location of the hearing shall also be made publicly available by the disputing Party in charge of the logistical administration of the proceeding.

22. The arbitral tribunal shall conduct the hearing in the following manner: argument of the complaining Party or Parties; argument of the responding Party; rebuttal arguments of the disputing Parties; the views of third Parties; the reply of the complaining Party; the counter-reply of the responding Party. The Chair may set time limits for oral arguments to ensure that each disputing Party are afforded equal time.

23. The arbitral tribunal may direct questions to any disputing Party or third Party at any time during a hearing.

24. Within 10 days after the date of the hearing, each disputing Party may deliver a supplementary written submission responding to any matter that arose during the hearing.

Questions in writing

25. The arbitral tribunal may at any time during the proceedings address questions in writing to any disputing Parties and to any third Party. The arbitral tribunal shall deliver the written questions to the disputing Party or Parties and to any third Party to whom the questions are addressed.

26. A disputing Party or third Party to whom the arbitral tribunal addresses written questions shall deliver a copy of any written reply to the other disputing Party or any third Party and to the arbitral tribunal. Each disputing Party or any third Party shall be given the opportunity to provide written comments on the reply within 5 days after the date of delivery.

Confidentiality

27. The disputing Parties and third Parties shall maintain the confidentiality of the arbitral tribunal's hearings, to the extent that the arbitral tribunal holds the hearing in closed session under rule 21. Each disputing Party and third Party shall treat as confidential any information submitted by any other disputing or third Party to the arbitral tribunal which that Party has designated as confidential. Where a Party to a dispute submits a confidential version of its written submissions to the arbitral tribunal, it shall also, upon request of the other disputing Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public, no later than 15 days after the hearing, whichever is later. Nothing in these rules shall preclude a disputing Party or third Party from disclosing statements of its own positions to the public.

Ex parte contacts

28. The arbitral tribunal shall not meet or contact a disputing Party in the absence of the other disputing Parties.

29. No disputing Party may contact any arbitrator in relation to the dispute in the absence of the other disputing Parties or the other arbitrators.

30. No arbitrator may discuss an aspect of the subject matter of the proceeding with a disputing Party or Parties in the absence of the other arbitrators.

Role of experts

31. Upon request of a disputing Party or on its own initiative, the arbitral tribunal may obtain information and technical advice from any person or body that it deems appropriate. Any information so obtained shall be submitted to the Parties for comments.

32. When a request is made for a written report of an expert, any time period applicable to the arbitral tribunal proceeding shall be suspended for a period beginning on the date of delivery of the request and ending on the date the report is delivered to the arbitral tribunal.

***Amicus curiae* submissions**

33. The arbitral tribunal shall have the authority to accept and consider *amicus curiae* submissions from any persons and entities in the territories of the disputing Parties and from interested persons and entities outside the territory of the disputing Parties.

34. Any such submissions shall fulfil the following requirements: be made within 10 days following the composition of the arbitral tribunal; are concise and in no case longer than 15 typed pages, included any annexes; and are directly relevant to the factual and legal issue under consideration by the arbitral tribunal.

35. The submission shall contain a description of the person, whether natural or legal, making the submission, including the nature of its activities and the source of its financing, and specify the nature of the interest that that person has in the arbitration proceeding.

36. The arbitral tribunal shall list in its ruling all the submissions that it has received and that conform to the provisions of the above rules.

Cases of urgency

37. In cases of urgency referred to in Article 15.4 (*Consultations*), the arbitral tribunal shall appropriately adjust the time periods mentioned in these rules.

Translation and interpretation

38. The working language of the dispute settlement proceedings shall be English, except where the responding Party has Spanish as its official language, in which case the working languages shall be English and Spanish.

39. Written submissions, documents, oral arguments or presentations at the hearings, initial and final reports of the arbitral tribunal, as well as all other written or oral communications between the disputing Parties and the arbitral tribunal, shall be conducted in the working language or languages.

40. The costs incurred to prepare a translation of an arbitral tribunal ruling shall be borne equally by the Parties.

41. Any Party may provide comments on a translated version of a document that is prepared in accordance with these rules.

Computation of time

42. Where anything under this Agreement or these rules is to be done, or the arbitral tribunal requires anything to be done, within a number of days after, before or of a specified date or event, the specified date or the date on which the specified event occurs shall not be included in calculating that number of days.

43. Where, by reason of the operation of rule 6, a Party receives a document on a date other than the date on which the same document is received by the other Party, any period of time the calculation of which is dependent on such receipt shall be calculated from the date of receipt of the last such document.