

CHAPTER TWENTY-ONE

DISPUTE SETTLEMENT

Section A – Dispute Settlement

Article 21.1: Cooperation

The Parties shall endeavour at all times 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 a matter that may affect its operation.

Article 21.2: Scope and Coverage

Except as otherwise provided in this Agreement, the dispute settlement provisions of this Section apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of this Agreement or wherever a Party considers that:

- (a) a measure of the other Party is inconsistent with its obligations under this Agreement;
- (b) the other Party otherwise fails to carry out its obligations under this Agreement; or
- (c) there is nullification or impairment in the sense of Annex 21-A.

Article 21.3: Choice of Forum

1. Subject to paragraph 2, disputes regarding a matter arising under both this Agreement and another trade agreement to which both Parties are party, including the WTO Agreement, may be settled in either forum at the discretion of the complaining Party.

章节 二十一

争议解决

第一节 – 争议解决

第21.1条：合作

当事人应当始终努力就本协议的解释和应用达成一致，并通过合作和磋商尽一切努力就可能影响其运行的事项达成相互满意的解决方案。

第21.2条：范围和适用范围

除本协议另有规定外，本节的争议解决条款适用于所有关于本协议解释或适用的争议的避免或解决，或当一方当事人认为：

(a) 另一方当事人的措施与其在本协议项下的义务不一致；(b) 另一方当事人未能履行其在本协议项下的义务；或(c) 存在附件21-A中定义的取消或损害。

第21.3条：争端解决机构的选择

1. 除第2段规定外，涉及本协议及另一项由双方均为当事方的贸易协议（包括世界贸易组织协定）所涉事项的争议，包括被投诉方提出的争议，可由投诉方自行选择在任一争端解决机构解决。

2. Notwithstanding paragraph 1, if a Party complained against claims that its measures are subject to Article 1.3 (Relation to Multilateral Environmental Agreements) and requests in writing that the matter be considered under this Agreement, the complaining Party may, in respect of that matter, thereafter have recourse to dispute settlement procedures solely under this Agreement.

3. If the complaining Party requests the establishment of a dispute settlement panel under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of the other, unless the Party complained against makes a request pursuant to paragraph 2.

Article 21.4: Consultations

1. A Party may request in writing consultations with the other Party regarding a matter referred to in Article 21.2.

2. The Party requesting consultations shall deliver the request to the other Party and shall set out the reasons for the request, including the identification of the measure or other matter at issue and an indication of the legal basis for the complaint.

3. With respect to disputes relating to automotive goods, a Party may refer a matter referred to in Article 21.2 to the Sub-Committee on Trade in Automotive Goods established under Annex 2-C by delivering written notification to the other Party in accordance with the requirements set out in paragraph 2. This Sub-Committee shall endeavour to resolve the matter through consultations conducted in accordance with paragraphs 5, 6 and 7.

4. Subject to paragraph 5, the Parties shall enter into consultations within 30 days of the date of receipt of the request for consultations by the Party complained against, unless the Parties agree otherwise.

5. In cases of urgency, including those that concern perishable goods or motor vehicles, the Parties shall enter into consultations within 10 days of the date of receipt of the request for consultations by the Party complained against.

2. 尽管有第1段规定，若被投诉方声称其措施属于第1.3条（与多边环境协定关系）的规定，并以书面形式请求根据本协议处理相关事项，则投诉方可就该项事项此后仅依据本协议的争端解决程序寻求救济。

3. 如果投诉方根据第1段提到的协议请求设立争端解决小组，则应使用选定的争端解决机构，除非被投诉方根据第2段提出请求。

第21.4条：磋商

1. 一方可就第21.2条所述事项以书面形式请求与另一方磋商。

2. 请求磋商的一方应将请求通知另一方，并说明请求的理由，包括所涉及措施或其他争议事项的识别，以及投诉的法律依据。

3. 对于涉及汽车产品的争议，一方可按照第2段规定的要求，向另一方发出书面通知，将第21.2条所述事项提交附件2-C下设立的汽车贸易分委员会。该分委员会应努力根据第5、6和7段进行磋商以解决该事项。

4. 除第5段规定外，当事人应在被投诉方收到磋商请求之日起30天内进行磋商，除非当事人另有约定。

5. 在紧急案件中，包括涉及易腐货物或机动车辆的案件，当事人应在收到被投诉方提出的磋商请求之日起10天内进行磋商。

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

- (a) provide sufficient information to enable a full examination of the measure or other matter at issue; and
- (b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information.

7. Consultations are confidential and without prejudice to the rights of the Parties in proceedings under this Chapter.

Article 21.5: Good Offices, Conciliation and Mediation

- 1. The Parties may agree to undertake alternative methods of dispute resolution, such as good offices, conciliation, or mediation.
- 2. Alternative methods of dispute resolution are conducted according to procedures agreed to by the Parties.
- 3. Unless the Parties agree otherwise, procedures established under this Article may begin at any time and be suspended or terminated at any time by either Party.
- 4. Proceedings involving good offices, conciliation, or mediation are confidential and without prejudice to the rights of the Parties in any other proceedings.

Article 21.6: Establishment of a Panel

- 1. Unless the Parties agree otherwise, if a matter referred to Article 21.2 is not resolved by recourse to consultations referred to Article 21.4 within:
 - (a) 35 days of the date of the receipt of the request for consultations; or

6. 当事人应尽一切努力通过本条款项下的磋商，就某事项达成相互满意的解决方案。为此，当事人应：

- (a) 提供充分信息以使能够对措施或其他争议事项进行全面审查；以及 (
- b) 对在磋商过程中交换的任何机密或专有信息，应与提供信息的当事人相同地对待。

7. 磋商应保密，且不影响本章节程序中当事人的权利。

条款 21.5：翰旋、调解和仲裁

- 1. 当事人可以同意采取替代性争议解决方法，如翰旋、调解或仲裁。
- 2. 替代性争议解决方法应根据当事人商定的程序进行。
- 3. 除非当事人另有约定，根据本条款建立的程序可随时开始，并可由任何一方随时暂停或终止。
- 4. 涉及翰旋、调解或仲裁的程序是机密的，且不影响当事人任何其他程序中的权利。

第21.6条：小组的设立

- 1. 除非当事人另有约定，如果第21.2条所述事项未在以下期限内通过第21.4条所述磋商解决：
 - (a) 自磋商请求的收到日期起35日内；或

- (b) 10 days of the date of the receipt of the request for consultations in cases of urgency, as referred to in Article 21.4.5;

the complaining Party may, through written notification to the Party complained against, refer the matter to a dispute settlement panel. The panel is established upon receipt by the Party complained against of the written notification of the complaining Party.

- 2. In its written notification of panel establishment, the complaining Party shall identify the specific measures or other matter at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

Article 21.7: Panel Composition

- 1. In this Section, the “Receipt Date” means the date on which the written notification by one Party for the establishment of a panel referred to in Article 21.6.1 is received by the other Party.
- 2. The panel shall be composed of three members.
- 3. Within 30 days after the Receipt Date or 10 days in cases of motor vehicles, each Party shall appoint a panellist and propose up to four candidates, who are neither nationals of either Party nor have their usual place of residence in the territory of either Party, to serve as the chair of the panel (hereinafter referred to as “the chair”).
- 4. Each Party shall notify the other Party in writing of its panel member appointment and its proposed candidates to serve as the chair. If a Party fails to appoint a panellist in accordance with this Article, the panellist shall be selected by lot from the candidates proposed by each Party to serve as the chair in accordance with paragraph 3.

- (b) 10天 of the date of the receipt of the request for consultations in cases of Urgency, as referred to in Article 21.4.5;

投诉方可以通过书面通知被投诉方，将争议事项提交给争端解决小组。专家组在被投诉方收到投诉方的书面通知后设立。

- 2. 在其书面通知专家组设立时，投诉方应确定具体措施或其他争议事项，并提供关于投诉法律依据的简要总结，足以清楚地说明问题。

第21.7条：专家组组成

- 1. 在本节中，“收到日期”是指第21.6.1条所述一方为设立专家组而发出的书面通知被另一方收到的日期。
- 2. 专家组应由三名成员组成。
- 3. 在收到日期后30天内或机动车辆案件中的10天内，每一方应任命一名专家，并提出最多四名候选人，这些候选人既不是任何一方的国民，也不在任一方的领土内通常居住，以担任专家组主席（以下简称“主席”）。
- 4. 每一方应以书面形式通知另一方其小组成员的任命及其拟任主席的候选人。如果一方未按本条款任命专家，则应根据第3段从各方可提名担任主席的候选人中抽签选出专家。

5. Within 60 days after the Receipt Date or 15 days in cases of motor vehicles, the Parties shall endeavour to agree on and appoint the chair from among the candidates proposed. If the Parties are unable to agree on the chair within this time period, within an additional period of seven days, or within an additional period of four days in cases of motor vehicles, the chair shall be selected by lot from the candidates proposed by each Party in accordance with paragraph 3.

6. If a panellist appointed by a Party is unable to serve, withdraws or is removed, a replacement shall be appointed by that Party within 30 days, or within 10 days in cases of motor vehicles, failing which the replacement shall be appointed in accordance with paragraph 4. If the chair is unable to serve, withdraws or is removed, the Parties shall promptly agree on the appointment of a replacement, failing which the replacement shall be appointed by a selection by lot from among the remaining candidates previously proposed by each Party to serve as the chair in accordance with paragraph 3. If there are no remaining candidates, each Party shall propose up to three additional candidates satisfying the criteria set out in paragraph 3 and the chair shall be selected by lot from among them. In any such case, any time period applicable to the proceeding is suspended for a period beginning on the date the panellist or the chair is unable to serve, withdraws or is removed and ending on the date the replacement is selected.

7. Each panellist shall:
- (a) have expertise or experience in international law, international trade, other matters covered by this Agreement, or in the settlement 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 either Party;
 - (d) not be employed by either Party; and
 - (e) comply with the Code of Conduct for Members of Panels set out in Annex 21-B.

5. 在收到日期后60天内 或机动车辆案件中的15天内，当事人应努力就并任命从拟任候选人中选出主席。如果当事人在此期间内未能就主席达成一致，在额外七天内，或机动车辆案件中的额外四天内，主席应按照第3段从各方可提名担任主席的候选人中抽签选出。

6. 如果一方任命的专家无法履职、退出或被移除，该方应在30天内任命替代者，在机动车辆情况下应在10天内任命，否则应根据第3段的规定任命替代者。如果主席无法履职、退出或被移除，各方应迅速就替代者的任命达成一致，否则应根据第3段的规定，从各方先前提议担任主席的候选人中通过抽签任命替代者。如果没有剩余候选人，每方应提出最多三名符合第3段规定标准的候选人，主席应从他们中通过抽签选定。在任何此类情况下，适用于程序的任何时间期限均应从专家或主席无法履职、退出或被移除之日起暂停，至替代者选定之日止。

7. 每位专家应：
- (a) 具备国际法、国际贸易、本协议涵盖的其他事项或国际贸易协议项下争议解决的专长或经验；
 - (b) 严格基于客观性、可靠性和健全的判断进行选择；
 - (c) 与任何一方独立，不隶属于任何一方，也不受任何一方的指示；
 - (d) 不受任何一方的雇佣；以及
 - (e) 遵守附件21-B中规定的专家组成员行为准则。

8. If a Party believes that a panellist does not satisfy a qualification set out in paragraph 7 or has failed to comply with the Code of Conduct for Members of Panels set out in Annex 21-B, the Parties shall consult and, if they agree, the panellist shall be removed.

Article 21.8: Rules of Procedure

1. A panel established under this Chapter shall follow the Model Rules of Procedure set out in Annex 21-C. A panel may establish, in consultation with the Parties, supplementary rules of procedure that do not conflict with the provisions of this Chapter.
2. Unless the Parties agree otherwise, the rules of procedure of a panel shall ensure:
 - (a) that each Party has the opportunity to provide initial and rebuttal written submissions;
 - (b) subject to subparagraph (g), that a Party may make available to the public either Party’s written submissions, written versions of its oral statements, and written responses to requests or questions from the panel at any time after such information is submitted to the panel;
 - (c) that each Party has the right to at least one hearing before the panel;
 - (d) subject to subparagraph (g), that hearings of the panel are open to the public;
 - (e) that the panel considers requests from non-governmental entities located in either Party’s territory to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties;
 - (f) that all submissions and comments made to the panel are available to the other Party; and
 - (g) the protection of confidential information¹.

¹ As provided under Articles 22.2 (National Security) and 22.5 (Disclosure of Information), a panel shall not require a Party to furnish or allow access to information of the type identified in those provisions.

8. 如果一方认为专家不符合第7段中规定的资格，或未能遵守附件21-B中规定的专家组成员行为准则，双方应协商，如果他们同意，该专家应被移除。

第21.8条：程序规则

1. 根据本章设立的小组应遵循附件21-C中规定的示范程序规则。小组可在与当事人协商的情况下，制定不与本章节规定相冲突的补充程序规则。
2. 除非当事人另有约定，小组的程序规则应确保：
 - (a) 每个当事人都有机会提供初步和反驳的书面陈述；(b) 除第(g)项下规定外，当事人可以在该信息提交给小组后随时向公众提供任何一方当事人的书面陈述、其口头陈述的书面版本以及针对小组提出的请求或问题的书面回复；(c) 每个当事人在小组面前至少有一次听证会的权利；(d) 除第(g)项下规定外，小组的听证会向公众开放；(e) 小组考虑位于任何一方当事人领土内的非政府实体提出的书面意见请求，这些意见可能有助于小组评估当事人的陈述和论点；(f) 所有提交给小组的陈述和评论都对另一方当事人公开；以及(g) 对机密信息的保护¹。

¹ 根据第22.2条（国家安全）和第22.5条（信息披露）的规定，小组不得要求当事人提供或允许访问在第22.2条和第22.5条中确定类型的任何信息。

3. Unless the Parties agree otherwise, the terms of reference of the panel shall be:

“To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the written notification of the panel establishment, and to make findings, determinations, and recommendations as provided in Article 21.9.”

4. If a complaining Party wishes to argue that there is nullification or impairment of benefits in the sense of Annex 21-A, the terms of reference shall so indicate.

5. If a Party wishes the panel to make findings as to the degree of adverse effects of any measure determined to be inconsistent with the obligations of this Agreement or as to the degree of nullification or impairment in the sense of Annex 21-A, the terms of reference shall so indicate.

6. At the request of a Party, or on the panel’s own initiative, the panel may seek information and technical advice from any person or body that it deems appropriate, provided that the Parties so agree and subject to any terms and conditions agreed to by the Parties.

7. The panel may rule on its own jurisdiction.

8. Findings, determinations, and recommendations of the panel in the sense of Article 21.9 shall be made by a majority of its members. Panellists may provide separate opinions on matters not unanimously agreed.

9. The expenses of a panel proceeding under this Section, including the remuneration of its members, shall be borne by the Parties in equal shares.

Article 21.9: Panel Reports

1. Unless the Parties otherwise agree, the panel shall issue reports in accordance with the provisions of this Section.

3. 除非当事人另有约定，小组的参考事项应为：

“根据本协议的相关规定，审查小组设立书面通知中所述事项，并作出第21.9条规定的调查结果、认定和建议。”

4. 如果投诉方希望主张存在附件21-A意义上的利益取消或损害，参考事项应予以注明。

5. 如果一方希望小组就任何被认定与本协定义义务不一致的措施的不利影响程度或附件21-A中所定义的取消或损害程度进行调查，参考事项应予以明确说明。

在当事人请求或小组自行决定的情况下，小组可向其认为合适的人员或机构寻求信息和技术建议，但需经当事人同意，并遵守当事人达成的任何条款和条件。

7. 小组可以自行裁定其管辖权。

8. 第21.9条意义上的小组的调查结果、认定和建议应由其成员的多数作出。专家组成员可以对未达成一致的事项提供不同意见。

9. 根据本条款的小组程序的费用，包括其成员的报酬，应由当事人平均分担。

第21.9条：小组报告

1. 除非当事人另有约定，小组应根据本节的有关规定发布报告。

2. The panel shall base its reports on the relevant provisions of this Agreement, applied and interpreted in accordance with the rules of interpretation of public international law, including Articles 31, 32, and 33 of the *Vienna Convention on the Law of Treaties*, done at Vienna on 23 May 1969, on the submissions and arguments of the Parties and on information and technical advice put before it pursuant to the provisions of this Section.

3. Within 90 days after the three panellists are appointed, or within 50 days in cases of motor vehicles, the panel shall issue to the Parties an initial report containing its findings of fact and its determinations as to:

- (a) whether the measure at issue is inconsistent with a Party's obligations under this Agreement;
- (b) whether there is nullification or impairment in the sense of Annex 21-A; or
- (c) any other issue included in the terms of reference.

4. The panel shall include in its initial report the basic rationale behind its findings and determinations.

5. At the request of a Party, the panel shall include in its initial report recommendations for the resolution of the dispute.

6. A Party may submit written comments to the panel regarding its initial report. After considering these comments, the panel, on its own initiative or at the request of a Party, may:

- (a) request the views of a Party;
- (b) reconsider its report; or
- (c) make any further examination that it considers appropriate.

7. The panel shall issue to the Parties a final report within 30 days of the issuance of the initial report, or within 17 days in cases of motor vehicles.

8. Notwithstanding the provisions of Article 21.8 and Annex 21-C, the initial report of the panel shall be confidential. The final report of the panel may be published by either Party 15 days after it is issued to the Parties, subject to the protection of confidential information.

2. 小组应基于本协议的相关规定发布报告，这些规定应根据国际公法的解释规则进行适用和解释，包括1969年5月23日在维也纳签订的《维也纳条约法公约》第31条、第32条和第33条，以及根据本节规定提交给小组的提交文件和论点，以及根据本节规定提交给小组的信息和技术建议。

3. 在三名专家组成员任命之日起90天内，或对于机动车辆案件在50天内，小组应向当事人提交一份初步报告，其中包含其事实认定和其认定如下：

(a) 相关措施是否与当事人在本协议项下的义务不一致；(b) 是否存在附件21-A意义上的取消或损害；或(c) 参考事项中包含的任何其他问题。

4. 小组应在初步报告中包含其事实认定和认定的基本理由。

5. 应当事人的请求，小组应在初步报告中包含争端解决建议。

6. 当事人可就其初步报告向小组提交书面意见。在考虑这些意见后，小组，应其自行主动或应当事人的请求，可：

(a) 请求当事人的观点；(b) 重新考虑其报告；或(c) 进行其认为适当的任何进一步调查。

7. 小组应当在初步报告发布之日起30日内向当事人发布最终报告，或机动车辆案件在17日内发布。

8. 不论第21.8条和附件21-C的规定如何，小组的初步报告应保密。小组的最终报告可在提交给当事人后15天内由任何一方发布，但需保护机密信息。

Article 21.10: Implementation of the Final Report

1. On receipt of the final report of a panel, the Parties shall agree on the resolution of the dispute, which, unless the Parties agree otherwise, shall be in conformity with the determinations and recommendations, if any, of the panel.
2. Wherever possible, the resolution shall be the removal of a measure not conforming to this Agreement or the removal of nullification or impairment in the sense of Annex 21-A. If the Parties fail to agree on the resolution of the dispute, the Parties may agree to compensation in lieu of the removal of a measure or of the removal of nullification or impairment.
3. If the Parties do not agree on a resolution pursuant to paragraph 1 within 30 days of the issuance of the final report of the panel, or within 10 days in cases of motor vehicles, or within another period as the Parties may agree, the Party complained against shall, at the request of the complaining Party, enter into negotiations with a view to agreeing on compensation referred to in paragraph 2.

Article 21.11: Non-Implementation – Suspension of Benefits

1. If no agreement on compensation is reached pursuant to Article 21.10.3 within 20 days, or within 10 days in cases of motor vehicles, from the date of the complaining Party’s request for compensation, or if 30 days, or 10 days in cases of motor vehicles, have passed since the issuance of the final report if compensation is not requested by the complaining Party pursuant to Article 21.10.3, the complaining Party may:
 - (a) at any time thereafter, provide written notification to the Party complained against that it intends to suspend the application to the Party complained against of benefits of equivalent effect. The notification shall specify the level of benefits that the complaining Party intends to suspend; or
 - (b) implement the suspension 30 days, or 10 days in cases of motor vehicles, after the later of the date on which it provides notice to the other Party under subparagraph (a) or the date on which the panel issues its determination under paragraph 3, as the case may be.

第21.10条：最终报告的实施

1. 收到小组的最终报告后，当事人应就争端解决达成一致，除非当事人另有约定，该解决应与小组的认定和建议（如有）一致。
2. 在可能的情况下， 解决争议的方式应当是移除与本协定不一致的措施，或移除附件21-A意义上的取消或损害。如果当事人未能就争议的解决达成一致，当事人可以同意以补偿代替移除措施或移除取消或损害。
3. 如果当事人未能在小组最终报告发布后的30天内，或机动车辆案件中的10天内，或当事人同意的其他期限内，就第1段规定的解决方案达成一致，被投诉方应根据投诉方的请求，进行谈判， 以就第2段所述的补偿达成一致。

第21.11条：未实施 – 暂停利益

1. 如果未能在第21.10.3条规定的20天内，或机动车辆案件中的10天内，从投诉方请求补偿之日起达成补偿协议，或者如果补偿未被投诉方根据第21.10.3条请求，最终报告发布后已过去30天，或机动车辆案件中的10天，投诉方可以：
 - (a) 以后任何时候，应向被投诉方提供书面通知，说明其打算暂停向被投诉方提供具有同等效果的利益。通知应说明投诉方打算暂停的利益水平；或
 - (b) 在较晚的日期之后实施暂停，该日期是投诉方根据第(a)项第(a)款向另一方提供通知的日期，或小组根据第3段发布其认定的日期，以较晚者为准，在机动车辆的情况下， 暂停期为10天。

2. In considering what benefits to suspend pursuant to paragraph 1:
- (a) the complaining Party should first seek to suspend benefits in the same sector or sectors as that or those affected by the measure or other matter that the panel has found to be inconsistent with the obligations of this Agreement or in the same sector or sectors where nullification or impairment in the sense of Annex 21-A has been found to exist; and
 - (b) the complaining Party that does not consider it is practicable or effective to suspend benefits in the same sector or sectors may suspend benefits in other sectors.
3. If the Party complained against considers that the level of benefits that the complaining Party intends to suspend pursuant to paragraph 1 is manifestly excessive, the Party complained against may request in writing that the original panel established under Article 21.6 be reconvened to rule on this matter. This request shall be notified to the complaining Party within 30 days, or within seven days in cases of motor vehicles, of the receipt of the written notification provided by the complaining Party under paragraph 1(a). The panel shall be composed, to the extent possible, of the panellists who served on the original panel. If an original panellist is unable to serve on the panel established under this paragraph, a replacement panellist shall be appointed in accordance with Article 21.7, applied *mutatis mutandis*. Articles 21.8 and 21.9 apply to procedures adopted and reports issued by a panel established under this paragraph, with the exception that the panel shall issue a single final report within 45 days, or within 25 days in cases of motor vehicles, of its establishment, or, if an original panellist is unable to serve on the panel established under this paragraph, from the date of the last appointment of any replacement panellist. A complaining Party may suspend benefits that are consistent with the panel ruling under this paragraph.
4. The suspension of benefits shall be temporary and shall only be applied by the complaining Party until the measure found to be inconsistent with the obligations of this Agreement has been withdrawn or amended so as to bring it into conformity with this Agreement, or the Parties have otherwise reached agreement on a resolution of the dispute.

2. 在考虑根据第1段暂停哪些利益时：
- (a) 投诉方应首先尝试暂停与小组发现与本协定义义务不一致的措施或其他事项影响的同一部门或部门相同的利益；以及 (b) 不认为在同一部门或部门暂停利益是可行或有效的投诉方，可以在其他部门暂停利益。
3. 如果被投诉方认为，投诉方根据第1段打算暂停的利益水平明显过高，被投诉方可书面请求根据第21.6条设立的原始专家组重新召集以对此事作出裁决。此请求应在收到投诉方根据第1款第（a）项提供的书面通知之日起30天内，或机动车辆情况下7天内通知投诉方。该专家组应尽可能由在原始专家组中任职的专家组成。如果原始专家组中的某位专家无法在本段下设立的专家组中任职，应根据第21.7条任命替代专家，并适用*mutatis mutandis*。第21.8条和第21.9条适用于本段下设立的专家组采纳的程序和发布的报告，但专家组应在其设立之日起45天内，或机动车辆情况下25天内发布一份最终报告，，或者，如果原始专家组中的某位专家无法在本段下设立的专家组中任职，则从任何替代专家的最后一次任命之日起。投诉方可以暂停与本段下专家组裁决一致的利益。
4. 暂停利益应为临时性的，并且仅可由投诉方适用，直至被认定与本协定义义务不一致的措施被撤回或修改以使其与本协定一致，或双方就争端解决达成其他协议。

Article 21.12: Compliance Review

If there is disagreement as to the existence or consistency with this Agreement of measures taken to comply with the determinations or recommendations of a panel established under Article 21.6, a Party may refer the matter to a dispute settlement panel (hereinafter referred to as the “compliance panel”) through written notification to the other Party. The compliance panel is established upon receipt by the other Party of the written notification.² In the written notification of compliance panel establishment, the Party shall identify the matter at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly. A compliance panel established under this paragraph shall be composed, to the extent possible, of the panellists who served on the original panel established under Article 21.6. If an original panellist is unable to serve on the compliance panel established under this paragraph, a replacement panellist shall be appointed in accordance with Article 21.7, applied *mutatis mutandis*. Articles 21.8 and 21.9 apply to procedures adopted and reports issued by a compliance panel. Where a complaining Party has suspended benefits in accordance with Article 21.11, it may continue to suspend such benefits during proceedings under this paragraph. A compliance panel may include in its final report a recommendation that such suspension be terminated or that the amount of benefits suspended be modified.

Section B – Domestic Proceedings
and Private Commercial Dispute Settlement

Article 21.13: Referrals of Matters from Judicial or Administrative Proceedings

1. If an issue of interpretation or application of this Agreement arises in a domestic judicial or administrative proceeding of a Party that either Party considers would merit its intervention, or if a court or administrative body solicits the views of a Party, that Party shall notify the other Party. The Commission shall endeavour to agree on an appropriate response as expeditiously as possible.

² In interpreting the terms “the existence or consistency with” and “measures taken to comply”, a compliance panel established under this Article shall take into account relevant jurisprudence under the Dispute Settlement Understanding.

第21.12条：合规审查

如果对于根据第21.6条设立的专家组作出的认定或建议所采取的措施的存在性或与本协定的符合性存在分歧，一方可以通过向另一方发出书面通知的方式将争议事项提交给争端解决小组（以下简称“合规专家组”）。合规专家组在另一方收到书面通知后设立。² 在合规专家组设立书面通知中，投诉方应确定争议事项并提供足够的投诉法律依据的简要总结，以清楚地说明问题。根据本段设立的合规专家组应尽可能由根据第21.6条设立的原专家组专家组成员组成。如果原专家组专家无法根据本段设立合规专家组，应根据第21.7条相应修改后适用任命替代专家。第21.8条和第21.9条适用于合规专家组采纳的程序和发布的报告。如果投诉方根据第21.11条暂停了利益，则可以在根据本段进行的程序期间继续暂停该利益。合规专家组可以在其最终报告中包含一项建议，建议终止该暂停或修改暂停的权益金额。

B部分 – 国内诉讼
和私人商业争端解决

第21.13条：司法或行政程序中事项的提交

1. 如果某一方认为在另一方的国内司法或行政程序中出现的协议解释或适用问题值得其介入，或者法院或行政机关征求某一方意见，该方应当通知另一方。委员会应尽快就适当的回应达成一致。

² 在解释“存在性”或“与……的一致性”以及“为合规采取的措施”这些术语时，根据本条设立的合规专家组应当考虑争端解决谅解项下的相关判例法。

2. The Party in whose territory the court or administrative body is located shall submit any agreed interpretation of the Commission to the court or administrative body in accordance with the rules of that forum.
3. If the Commission is unable to agree, either Party may submit its own views to the court or administrative body in accordance with the rules of that forum.

Article 21.14: Private Rights

A Party shall not provide for a right of action under its domestic law against the other Party on the ground that a measure of that other Party is inconsistent with this Agreement.

Article 21.15: Alternative Dispute Resolution

1. To the extent possible, each Party shall encourage and facilitate the use of arbitration and other means of alternative dispute resolution for the settlement of international commercial disputes between private parties in the free trade area established under Article 1.1 (Establishment of a Free Trade Area).
2. To this end, each Party shall provide appropriate procedures to ensure observance of agreements to arbitrate and for the recognition and enforcement of arbitral awards in such disputes.
3. A Party shall be deemed to be in compliance with paragraph 2 if it is a party to, and is in compliance with, the New York Convention.

2. 位于法院或行政机关所在领土的一方应根据该争端解决机构的规则，将委员会达成的协议解释提交给法院或行政机关。
3. 如果委员会无法达成一致，任何一方都可以根据该争端解决机构的规则，将其自己的观点提交给法院或行政机关。

第21.14条：私人权利

一方不得根据另一方的一项措施与本协议不一致为由，在其国内法下对另一方提供诉讼权利。

第21.15条：替代性争议解决

1. 在可能的情况下，每一方应鼓励和促进仲裁及其他替代性争议解决方式的使用，以解决根据第1.1条（自由贸易区的设立）设立的自由贸易区内私人当事人之间的国际商业纠纷。
2. 为此，每一方应提供适当的程序，以确保遵守仲裁协议以及承认和执行此类争议中的仲裁裁决。
3. 当事人若为<code>纽约公约</code>的缔约方并遵守其规定，则视为符合第2段的规定。

Annex 21-A

Nullification and Impairment

1. If a Party considers that any benefit it could reasonably have expected to accrue to it under any provision of:

- (a) Chapters Two (National Treatment and Market Access for Goods), Three (Rules of Origin), Four (Origin Procedures and Trade Facilitation), and Seven (Trade Remedies);
- (b) Chapter Nine (Cross-Border Trade in Services); or
- (c) Chapter Fourteen (Government Procurement);

is nullified or impaired as a result of the application of any measure that is not inconsistent with this Agreement, in the sense of Article XXIII(1)(b) of GATT 1994, Article XXIII(3) of GATS or Article XXII(2) of GPA, the Party may have recourse to dispute settlement under Section A of this Chapter. A panel established pursuant to Section A of this Chapter shall take into account relevant jurisprudence under the Dispute Settlement Understanding concerning Article XXIII(1)(b) of GATT 1994, Article XXIII(3) of GATS or Article XXII(2) of GPA.

2. A Party shall not invoke:

- (a) paragraph 1(a), to the extent that the benefit arises from a cross-border trade in services provision of Chapters Two (National Treatment and Market Access for Goods), Three (Rules of Origin), Four (Origin Procedures and Trade Facilitation), and Seven (Trade Remedies); or
- (b) paragraph 1(b);

with respect to any measure subject to an exception under Article 22.1 (General Exceptions). In addition, a Party shall not invoke paragraphs 1(a), (b), and (c) with respect to any measure subject to the exception under Article 22.6 (Cultural Industries).

附件21-A

取消和损害

1. 如果当事人认为根据任何条款它可以合理预期获得任何利益：

- (a) 第二编（国民待遇和货物市场准入）、第三编（原产地规则）、第四编（原产地程序和贸易便利化）和第七编（贸易救济）；(b) 第九编（跨境贸易服务）；或(c) 第十四编（政府采购）；

因适用任何与本协定不一致的措施而取消或损害，在关贸总协定1994年第二十三条第1款第（b）项、服务贸易总协定第二十三条第3款或政府采购协定第二十二条第2款的意义上，当事人可依据本章第一节寻求争端解决。根据本章第一节设立的专家组应考虑争端解决谅解中关于关贸总协定1994年第二十三条第1款第（b）项、服务贸易总协定第二十三条第3款或政府采购协定第二十二条第2款的有关判例法。

2. 当事人不得援引：

- (a) 第1款第（a）项，在利益来源于第二章（货物的国民待遇和市场准入）、第三章（原产地规则）、第四章（原产地程序和贸易便利化）和第七章（贸易救济措施）的服务跨境贸易的情况下；或（b）第1款第（b）项；

关于根据第二十二条第1款（一般例外）规定应予例外的任何措施。此外，任何一方均不得援引第1款（a）、（b）和（c）项，关于根据第二十二条第6款（文化产业）规定应予例外的任何措施。

Annex 21-B

Code of Conduct for Members of Panels

Definitions

1. For the purposes of this Annex:
- (a) **panellist** means a member of a panel established under Article 21.6;
 - (b) **candidate** means a natural person who is under consideration for selection as a member of a panel under Article 21.7;
 - (c) **assistant** means a natural person who, under the terms of appointment of a panellist, conducts research or provides assistance to the panellist;
 - (d) **proceeding**, unless otherwise specified, means a panel proceeding under this Chapter; and
 - (e) **staff**, in respect of a panellist, means natural persons under the direction and control of the panellist, other than assistants.

Responsibilities to the Process

2. Every candidate and panellist shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests, and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement mechanism is preserved. Former panellists must comply with the obligations established in paragraphs 15 through 18.

Disclosure Obligations

3. Prior to confirmation of his or her selection as a panellist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

附件21-B

专家组成员行为准则

定义

1. 本附件的目的：
- (a) 专家组成员是指根据第21.6条设立的专家组成员；(b) 候选人是指根据第21.7条被考虑选任为专家组成员的自然人；(c) 助手是指根据专家组成员的任命条款，为专家组成员进行研究或提供协助的自然人；(d) 程序，除非另有规定，是指根据本章设立的专家组程序；以及(e) 就专家组成员而言，工作人员是指受专家组成员指挥和控制的自然人，不包括助手。

对程序的职责

2. 每位候选人和专家组成员都应避免不当行为和不当行为的表象，应保持独立和公正，应避免直接和间接的利益冲突，并应遵守高标准的行為，以维护争端解决机制的完整性和公正性。前任专家组成员必须遵守第15段至第18段规定的义务。

披露义务

3. 在根据本协议确认其被选任为专家之前，候选人应当披露任何可能影响其独立性或公正性，或可能合理地产生不当行为表象或偏见的利益、关系或事项。为此，候选人应当尽一切合理努力了解任何此类利益、关系和事项。

4. A candidate or panellist shall only communicate matters concerning actual or potential violations of this Annex to the Commission for consideration by the Parties.

5. Once selected, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships, or matters referred to in paragraph 3 and shall disclose them. The disclosure obligation is a continuing duty that requires a panellist to disclose any such interests, relationships, or matters that may arise during any stage of the proceeding. The panellist shall disclose such interests, relationships, or matters by informing the Commission, in writing, for consideration by the Parties.

Duties of Panellists

6. Upon selection, a panellist shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

7. A panellist shall consider only those issues raised in the proceeding and necessary for a ruling and shall not delegate this duty to another person.

8. A panellist shall take all appropriate steps to ensure that his or her assistant and staff are aware of, and comply with paragraphs 2 through 5, 16, 17, and 18.

9. A panellist shall not engage in *ex parte* contacts concerning the proceeding.

Independence and Impartiality of Panellists

10. A panellist shall be independent and impartial, shall avoid creating an appearance of impropriety or bias, and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

11. A panellist shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of his or her duties.

12. A panellist shall not use his or her position on the panel to advance personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence him or her.

4. 候选人或专家只能将涉及本附件中实际或潜在违反事项的事项传达给委员会，供当事人审议。

5. 选任后，专家应继续尽一切合理努力了解第3段中提到的任何利益、关系或事项，并予以披露。披露义务是一项持续性的职责，要求专家在任何程序阶段披露可能出现的此类利益、关系或事项。专家应通过书面通知委员会，供当事人审议。

专家职责

6. 选任后，专家应在整个程序过程中以公平和勤勉的态度，彻底而迅速地履行其职责。

7. 专家应仅考虑程序中提出的、对作出裁决必要的那些问题，且不得将此义务委托给他人。

8. 专家应采取一切适当措施，确保其助手和工作人员了解并遵守第2段至第5段、第16段、第17段和第18段。

9. 专家组成员不得就程序进行私下接触。专家组成员的独立性与公正性

10. 专家组成员应当独立且公正，避免造成不当行为的表象或偏见，且不得受自身利益、外部压力、政治考虑、公众呼声、对当事人的忠诚或害怕批评的影响。

11. 专家组成员不得直接或间接承担任何义务或接受任何利益，这些义务或利益在任何方面都可能干扰或看似干扰其职责的适当履行。

12. 专家不得利用其在小组中的职位来谋取个人或私人利益，并应避免采取可能给人留下他人能特别影响他的或她的印象的行为。

13. A panellist shall not allow financial, business, professional, family or social relationships or responsibilities to influence his or her conduct or judgement.

14. A panellist shall avoid entering into a relationship or acquiring a financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

Obligations of Former Panellists

15. All former panellists shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision or ruling of the panel.

Confidentiality

16. Neither a panellist nor a former panellist shall disclose or use, at any time, non-public information concerning a proceeding or acquired during a proceeding, except for the purposes of that proceeding, or disclose or use, in any case, such information to gain personal advantage or advantage for others or to adversely affect the interest of others.

17. A panellist shall not disclose a panel ruling or parts thereof prior to its publication in accordance with this Agreement.

18. A panellist or former panellist shall not disclose, at any time, the deliberations of a panel or a panellist’s view.

13. 专家不得允许财务、商业、专业、家庭或社会关系或责任影响其行为或判断。

14. 专家组成员应避免进入关系或获得财务利益，这些利益可能会影响其公正性，或可能合理地造成不当行为的表象或偏见。

前任专家组成员的义务

15. 所有前任专家组成员应避免采取可能造成其履行职责时存在偏见或从专家组的决定或裁决中获益的行为。

保密

16. 无论是专家组成员还是前任专家组成员，在任何时候都不得披露或使用与程序有关的非公开信息，或程序中获取的非公开信息，除非出于该程序的目的，或不得在任何情况下披露或使用此类信息以获取个人利益或为他人谋取利益，或损害他人利益。

17. 专家不得在根据本协议公布之前披露委员会裁决或其部分内容。

18. 专家或前专家在任何时候均不得泄露小组的审议内容或专家的观点。

Annex 21-C

Model Rules of Procedure

Application

1. The following rules of procedure apply to dispute settlement proceedings under this Chapter unless the Parties otherwise agree.

Definitions

2. For the purposes of this Annex:

adviser means a natural person retained by a Party to advise or assist the Party in connection with the panel proceeding;

assistant means a natural person who, under the terms of appointment of a panellist, conducts research or provides assistance to the panel;

candidate means a natural person who is under consideration for selection as a member of a panel under Article 21.7;

complaining Party means a Party that requests the establishment of a panel under Article 21.6;

public holiday means every Saturday and Sunday and any other day designated by a Party as a holiday for the purposes of these rules and notified to the other Party;

panel means a dispute settlement panel established under Article 21.6;

panellist means a member of a panel established under Article 21.6;

Party complained against means the Party that is alleged to be in violation of the provisions referred to in Article 21.2; and

representative of a Party means an employee of a government department or agency or of any other government entity of a Party.

附件21-C

示范程序规则

适用

1. 以下程序规则适用于本章节项下的争议解决程序，除非当事人另有约定。

定义

2. 就本附件而言：

顾问是指由一方聘请的自然人，为该方就专家组程序提供建议或协助；

助手是指根据专家任命条款，从事研究或向专家组提供协助的自然人；

候选人是指根据第21.7条被考虑选任为专家组成员的自然人；

投诉方是指根据第21.6条请求设立专家组的当事人；

公共假日是指每周六和周日以及任何一方根据本规则指定为假日并通知另一方的其他日子；

专家组是指根据第21.6条设立的争端解决小组；

专家 means a member of a panel established under 第21.6条；

被投诉方 means the Party that is alleged to be in violation of the provisions referred to in 第21.2条；和

一方代表是指政府部门或机构的雇员或任何一方其他政府实体的雇员。

3. A reference made in these rules of procedure to an Article is a reference to the appropriate Article in this Chapter.

Administration of Proceedings

4. The Party in whose territory the hearing takes place shall be in charge of the logistical administration of the dispute settlement proceedings, in particular the organisation of hearings, unless the Parties decide otherwise.

Notifications

5. The Parties and the panel shall transmit a request, notice, written submission, or other document 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.

6. A Party shall provide a copy of each of its written submissions to the other Party and to each of the panellists. A copy of the document shall also be provided in electronic format.

7. All notifications shall be addressed to the Ministry of Trade, Industry and Energy of Korea, or its successor and to the Department of Foreign Affairs, Trade and Development of Canada, or its successor, respectively.

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

9. If the last day for delivery of a document falls on a public holiday of Korea or Canada, the document may be delivered on the next business day.

Commencement of Panel Proceeding

10. Unless the Parties decide otherwise, the Parties shall meet with or contact the panel within seven days of the appointment of the three panellists in order to determine such matters as the Parties or the panel deems appropriate, including the remuneration and expenses to be paid to the panellists, which will be in accordance with WTO standards.

11. The Parties shall notify the agreed terms of reference to the panel within two days of the appointment of the three panellists.

3. 本程序规则中提到的条款是指本章节中的相应条款。

程序管理

4. 举行听证会的当事人应负责争议解决程序的后勤管理，特别是听证会的组织，除非当事人另有决定。

通知

5. 当事人和小组应通过有签收的投递、挂号信、快递、传真传输、电传、电报或任何其他提供发送记录的电信方式传输请求、通知、书面陈述或其他文件。

6. 当事人应向另一方和每位专家提供其书面陈述的副本。该文件的副本也应以电子格式提供。

7. 所有通知应分别寄往韩国贸易、工业和能源部或其继任者，以及加拿大外交、贸易和发展部或其继任者。

8. 与专家组程序相关的请求、通知、书面提交或其他文件中出现的轻微文职性质错误，可通过提交一份明确说明更改的新文件进行更正。

9. 如果文件的最后提交日是韩国或加拿大的公共假日，该文件可在下一个工作日提交。

小组程序开始

10. 除非当事人另有决定，否则当事人应在三位专家组成员任命后的七天内与专家组会面或联系，以确定当事人或专家组认为适当的事项，包括应支付给专家组成员的报酬，该报酬将符合WTO标准。

11. 当事人应当在三位专家任命后的两天内通知小组商定的参考事项。

Initial Submissions

12. The complaining Party shall deliver its initial written submission no later than 20 days after the appointment of the three panellists. The Party complained against shall deliver its written counter-submission no later than 20 days after the date of delivery of the initial written submission.

Conduct of Panel Proceedings

13. The chair of the panel shall preside at all its meetings. The panel may delegate to the chair authority to make administrative and procedural decisions.

14. Unless otherwise provided for in this Agreement, the panel may conduct its activities by any means, including telephone, facsimile transmissions, or computer links.

15. Only panellists may take part in the deliberations of the panel, but the panel may permit its assistants to be present at its deliberations.

16. The drafting of any ruling shall remain the exclusive responsibility of the panel and must not be delegated.

17. If a procedural question arises that is not covered by the provisions of this Chapter, including this Annex, the panel may adopt an appropriate procedure that is compatible with those provisions.

18. When the panel considers that there is a need to modify any time limit applicable in the proceedings or to make any other procedural or administrative adjustment, it shall inform the Parties in writing of the reasons for the change or adjustment and of the period or adjustment needed.

Hearings

19. The chair of the panel shall fix the date and time of the hearing in consultation with the Parties and the other members of the panel, and confirm this information in writing to the Parties. This information shall also be made publicly available by the Party in charge of the logistical administration of the proceedings unless the hearing is closed to the public.

初始提交

12. 投诉方应在三位专家任命后的20天内提交其初步书面提交。被投诉方应在初步书面提交提交日期后的20天内提交其书面反提交。

专家组程序行为

13. 专家组主席应在所有会议中主持。专家组可将行政和程序决策的权力委托给主席。

14. 除非本协议另有规定，专家组可通过任何方式开展活动，包括电话、传真传输或计算机链接。

15. 只有专家组成员可以参加专家组的审议，但专家组可以允许其助理列席审议。

16. 任何裁决的起草应仍由小组独家负责，且不得委托。

17. 如果出现程序问题，且该问题未在本章节及本附件的规定中涵盖，小组可以采用与该等规定相兼容的适当程序。

18. 当小组认为有必要修改适用于程序的任何时限或进行任何其他程序或行政调整时，应书面通知当事人变更或调整的原因以及所需的期限或调整。

听证会

19. 专家组主席应当与当事人和其他专家组成员协商，确定听证会的日期和时间，并以书面形式向当事人确认该信息。除非听证会对公众关闭，否则负责程序后勤管理的当事人应将该信息向公众公开。

20. Unless the Parties agree otherwise, the hearings shall alternate between the territories of the Parties with the first hearing to take place in the territory of the Party complained against.
21. The panel may convene additional hearings if the Parties so agree.
22. All panellists shall be present during the entirety of any hearing.
23. The following persons may attend the hearing, irrespective of whether the hearing is closed to the public or not:
- (a) representatives of the Parties;
 - (b) advisers to the Parties;
 - (c) administrative staff, interpreters, translators, and court reporters; and
 - (d) panellists’ assistants.
- Only the representatives and advisers of the Parties may address the panel.
24. No later than five days before the date of a hearing, each Party shall deliver to the panel a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.
25. Hearings shall be open to the public, unless the Parties decide otherwise. Hearings shall be held in closed session when the submissions and arguments of a Party contain confidential information.
26. The panel shall conduct the hearing in the following manner, ensuring that the complaining Party and the Party complained against are afforded equal time:
- argument*
- (a) argument of the complaining Party; and
 - (b) argument of the Party complained against;

20. 除非当事人另有约定，听证会应在当事人的领土之间交替举行，首次听证会在被投诉方的领土举行。
21. 小组可以经当事人同意召集额外的听证会。
22. 所有专家组成员应在任何听证会的整个过程中出席。
23. 以下人员可以出席听证会，无论听证会是否对公众封闭：
- (a) 当事人的代表；(b) 当事人的顾问；(c) 行政人员、口译员、翻译员和法庭记录员；以及(d) 专家组成员的助手。只有当事人的代表和顾问可以就事小组发言。
24. 在听证会日期前五天内，每一方应向小组提交一份名单，列出将在听证会上代表该方进行口头辩论或陈述的人员以及其他将出席听证会的代表或顾问的姓名。
25. 听证会应当向公众开放，除非当事人另有决定。当一方的提交文件和论点包含机密信息时，听证会应当举行闭门会议。
26. 小组应当按以下方式举行听证会，确保投诉方和被投诉方享有同等时间：
- 论点
- (a) 投诉方的论点；以及 (b) 被投诉方的论点；

rebuttal argument

- (a) argument of the complaining Party; and
- (b) counter-reply of the Party complained against.

27. The panel may direct questions to either Party at any time during the hearing.

28. The panel shall arrange for a transcript of each hearing to be prepared and delivered to the Parties as soon as possible after the hearing.

29. Each Party may deliver a supplementary written submission concerning a matter that arises during the hearing within 10 days of the date of the hearing.

Questions in Writing

30. The panel may at any time during the proceedings address questions in writing to a Party or both Parties. Each Party shall receive a copy of any questions put by the panel.

31. A Party shall also provide a copy of its written response to the panel’s questions to the other Party. Each Party shall be given the opportunity to provide written comments on the other Party’s reply within five days of the date of delivery.

Confidentiality

32. The Parties and their advisers shall maintain the confidentiality of the panel hearings if the hearings are held in closed session, in accordance with paragraph 25. Each Party and its advisers shall treat as confidential any information submitted by the other Party to the panel which that Party has designated as confidential. If a Party submits a confidential version of its written submissions to the panel, it shall also, upon request of the other 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 date of either the request or the submission, whichever is later. This paragraph does not preclude a Party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other Party, it does not disclose any information designated by the other Party as confidential.

反驳论点

- (a) 投诉方的论点；以及 (b) 被投诉方的反驳。

27. 小组可以在听证会期间随时向任何一方提出问题。

28. 小组应安排准备每次听证会的记录，并在听证会后尽快交付给当事人。

29. 每一方可以在听证会日期后10天内，就听证会期间出现的事项提交补充书面提交。

书面问题

30. 在程序进行期间，小组可以在任何时候向一方或双方当事人以书面形式提出问题。每一方都应收到小组提出的任何问题的副本。

31. 一方还应当将其对小组问题的书面回复副本提供给另一方。每一方都应在交付之日起五日内有机会就另一方的回复提供书面意见。

保密

32. 当事人和其顾问如果听证会在闭门会议中举行，应当维持小组听证会的保密性，并按照第25段的规定执行。每个当事人及其顾问应当将另一方提交给小组且该当事人指定为机密的信息视为机密信息。如果一方将其书面陈述的机密版本提交给小组，则在该方收到另一方请求时，还应当在15天之内（以请求之日或提交之日较晚者为准）向该小组提供其提交文件中包含的信息的非机密摘要，该信息可以公开披露。本段不妨碍一方在提及另一方提交的信息时，向公众披露其自身立场陈述，前提是不披露另一方指定为机密的信息。

Ex Parte Contacts

33. The panel shall not meet with or contact a Party in the absence of the other Party, nor shall a Party communicate with the panel or individual panellists without notifying the other Party.

34. Subject to paragraph 13, no member of the panel may discuss an aspect of the subject matter of the proceedings with a Party or both Parties in the absence of the other panellists.

Amicus Curiae Submissions

35. Unless the Parties decide otherwise, within three days of the date of the appointment of the three panellists, the panel may receive unsolicited written submissions from interested persons of the Parties, provided that they are made within 10 days of the date of the appointment of the three panellists, that they are concise and in no case longer than 15 typed pages, including any annexes, and that they are directly relevant to the factual and legal issues under consideration by the panel.

36. The submission must contain a description of the person making the submission, including its nationality or place of establishment, the nature of its activities and the source of its financing, and specify the nature of the interest that the person has in the proceeding.

37. The panel shall list in its ruling all the submissions it has received that conform to paragraphs 35 and 36. The panel is not obliged to address in its ruling the factual or legal arguments made in these submissions. A submission obtained by the panel under paragraphs 35 and 36 shall be submitted to the Parties for their comments.

Cases of Urgency

38. In cases of urgency referred to in Article 21.6.1(b), the panel shall adjust, as appropriate, the time limits referred to in this Annex.

Translation and Interpretation

39. During the consultations referred to in Article 21.4, and no later than the meeting referred to in paragraph 10, the Parties shall endeavour to agree on a common working language for the proceedings before the panel.

私下接触

33. 小组不得在另一方缺席的情况下与当事人会面或联系，当事人也不得在通知另一方的情况下与小组或个别专家组成员进行沟通。

34. 根据第13段，小组的任何成员不得在未通知其他专家组成员的情况下，与当事人或双方当事人讨论程序主题的任何方面。

友人提交

35. 除非当事人另有决定，在三位专家任命之日起三日内，小组可以接收当事人利害关系人的非主动书面陈述，前提是这些陈述在三位专家任命之日起10天内提交，内容简洁，且在任何情况下不超过15页打字稿，包括任何附件，并且直接与小组正在审议的事实和法律问题相关。

36. 提交文件必须包含提交人的描述，包括其国籍或设立地点、其活动性质和资金来源，并说明该人参与程序的利害关系。

37. 小组应当在裁决中列明其收到的符合第35段和第36段要求的所有提交文件。小组没有义务在裁决中回应这些提交文件中提出的实体性或法律性论点。根据第35段和第36段获得的小组提交文件应当提交给当事人以供其评论。

紧急案件

38. 根据第21.6.1(b)条所述的紧急案件，小组应当适当调整本附件中提到的期限。

翻译与解释

39. 在第21.4条所述磋商期间，并且不迟于第10段所述会议，当事人应努力就小组审理程序前使用的共同工作语言达成一致。

40. If the Parties are unable to agree on a common working language, each Party shall expeditiously arrange for and bear the costs of the translation of its written submissions into the language chosen by the other Party and the Party complained against shall arrange for the interpretation of oral submissions into the languages chosen by the Parties.

41. Panel rulings shall be issued in the language or languages chosen by the Parties.

42. The costs incurred for translation of a panel ruling shall be borne equally by the Parties.

43. A Party may provide comments on any translated version of a document drawn up in accordance with paragraph 40.

Calculation of Time Limits

44. If, by reason of the application of paragraph 9, a Party receives a document on a date other than the date of the last day for delivery of that document, any period of time that is calculated on the basis of the date of the last day for delivery of that document shall be calculated from the date that document was actually received.

40. 如果当事人无法就共同工作语言达成一致，每一方应迅速安排并承担将其书面陈述翻译成另一方所选语言的费用，被投诉方应安排将口头陈述翻译成当事人所选的语言。

41. 小组裁决应以当事人选择的语言或语言发布。

42. 翻译小组裁决的费用应由当事人平均承担。

43. 当事人可以对根据第40段制定的任何翻译版本提出意见。

期限的计算

44. 如果由于第9段的适用，一方在最后提交日之外收到文件，则基于该文件最后提交日计算的时间段应从该文件实际收到之日起计算。