

- (d) supervise the work of all sub-committees and working groups established under this Agreement;
- (e) discuss, upon request by a Party, measures with respect to cultural industries maintained or adopted under Annex J;
- (f) discuss, upon request by a Party, the application of an emergency action taken under Article 25;
- (g) endeavour to resolve disputes that may arise regarding the interpretation or application of this Agreement; and
- (h) consider any other matter that may affect the operation of this Agreement.

3. The Joint Committee may decide to set up such sub-committees and working groups as it considers necessary to assist it in accomplishing its tasks. Except where specifically provided for in this Agreement, the sub-committees and working groups shall work under a mandate established by the Joint Committee.
4. The Joint Committee may take decisions as provided in this Agreement. On other matters the Joint Committee may make recommendations.
5. The Joint Committee shall take decisions and make recommendations by consensus.
6. The Joint Committee shall normally convene once a year in a regular meeting. The regular meetings of the Joint Committee shall be chaired jointly by Canada and one of the EFTA States. The Joint Committee shall establish its rules of procedure.
7. Each Party may request at any time, through a notice in writing to the other Parties, that a special meeting of the Joint Committee be held. Such a meeting shall take place within 30 days of receipt of the request.

VIII DISPUTE SETTLEMENT

ARTICLE 27

Choice of forum

1. Subject to paragraph 2 and except as otherwise provided elsewhere in this Agreement, any dispute regarding any matter arising under both this Agreement and the WTO Agreement may be settled in either forum at the discretion of the complaining Party.

- (d) 监督根据本协定设立的所有小组委员会和工作组的工作；(e) 应一缔约方请求，讨论附件J项下维持或采取的文化产业措施；(f) 应一缔约方请求，讨论根据第25条采取的紧急行动之适用；(g) 努力解决可能出现的关于本协定解释或适用的争端；以及(h) 审议可能影响本协定运作的任何其他事项。

3. 联合委员会可决定设立其认为必要的此类小组委员会和工作组，以协助完成其任务。除本协定另有具体规定外，小组委员会和工作组应根据联合委员会制定的授权开展工作。
4. 联合委员会可根据本协定规定作出决定。对于其他事项，联合委员会可提出建议。
5. 联合委员会应以协商一致方式作出决定和提出建议。
6. 联合委员会通常应每年召开一次例会。联合委员会的例会应由加拿大和一个欧洲自由贸易联盟国家共同主持。联合委员会应制定其议事规则。
7. 任何缔约方可随时通过书面通知其他缔约方，要求召开联合委员会特别会议。此类会议应在收到请求后30天内举行。

VIII 争端解决

ARTICLE 27

论坛选择

1. 在第2款的约束下且除本协定其他部分另有规定外，对于同时涉及本协定和世界贸易组织协定的任何事项的争端，可由申诉方自行选择在任一论坛中解决。

2. Before Canada initiates against an EFTA State or an EFTA State initiates against Canada a dispute settlement proceeding in the WTO on grounds that are substantially equivalent to those available to that Party under this Agreement, that Party shall notify the other Parties of its intention. If an EFTA State initiates a dispute settlement proceeding against Canada and another EFTA State wishes also to have recourse to dispute settlement procedures against Canada as a complainant under this Agreement regarding the same matter, it shall inform promptly the notifying Party and those Parties shall consult with a view to agreeing on a single forum. If those Parties cannot agree, the dispute shall be settled under this Agreement.

3. Once dispute settlement procedures have been initiated under this Agreement pursuant to Article 29 or dispute settlement proceedings have been initiated under the WTO Agreement, the forum selected shall be used to the exclusion of the other.

4. For purposes of this Article, dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Party’s request for the establishment of a panel, such as under Article 6 of the WTO *Understanding on Rules and Procedures Governing the Settlement of Disputes*.

5. The provisions of this Chapter do not apply to any matters falling within the scope of any one of the following provisions: Article 6; paragraphs 1 and 2 of Article 7; any provision of Chapter IV (Competition Law and Policy); paragraph 1 of Article 17; paragraph 1 of Article 18; Article 19; paragraph 1 of Article 20; or paragraph 11 of Article 25.

ARTICLE 28

*Consultations*

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through co-operation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

2. Canada may request in writing consultations with any EFTA State, and any EFTA State may request in writing consultations with Canada, regarding any actual or proposed measure or any other matter that it considers might affect the operation of this Agreement. The Party requesting consultations shall at the same time notify the other Parties in writing thereof and supply all relevant information. Where an EFTA State has requested consultations with Canada, any other EFTA State may join in such a request as a co-complainant.

3. If any other Party so requests within ten days from the receipt of the notification referred to in paragraph 2, such Party shall be entitled to participate in the consultations.

2. 加拿大针对欧洲自由贸易联盟国家、或欧洲自由贸易联盟国家针对加拿大在世界贸易组织启动争端解决程序前，若所依据的理由与该缔约方根据本协定可获得的理由实质等同，则该缔约方应将其意向通知其他缔约方。若某一欧洲自由贸易联盟国家针对加拿大启动争端解决程序，而另一欧洲自由贸易联盟国家也希望就同一事项作为申诉方根据本协定诉诸争端解决程序，其应立即通知已发出通知的缔约方，且这些缔约方应进行磋商以期就单一论坛达成一致。若这些缔约方无法达成一致，则争端应依照本协定解决。

3. 一旦根据本协定第29条启动争端解决程序，或根据世界贸易组织协定启动争端解决程序，所选定的论坛应排除其他论坛的使用。

4. 就本条而言，世界贸易组织协定下的争端解决程序被视为由缔约方请求设立专家组而启动，例如根据世界贸易组织争端解决规则与程序谅解第六条。

5. 本章规定不适用于以下任何条款范围内的事项：第六条；第七条第一和第二款；第四章（竞争法与政策）的任何规定；第十七条第一款；第十八条第一款；第十九条；第二十条第一款；或第二十五条第十一款。

ARTICLE 28

磋商

1. 缔约方应始终努力就本协定的解释和适用达成一致，并应通过合作与磋商尽一切努力，就可能影响其运作的任何事项达成双方满意的解决方案。

2. 加拿大可书面请求与任一欧洲自由贸易联盟国家进行磋商，任一欧洲自由贸易联盟国家亦可书面请求与加拿大就任何实际或拟议措施或其他其认为可能影响本协定运作的事项进行磋商。请求磋商的缔约方应同时书面通知其他缔约方并提供所有相关信息。若欧洲自由贸易联盟国家已请求与加拿大磋商，其他欧洲自由贸易联盟国家可作为共同申诉方加入该请求。

3. 若任何其他缔约方在第2段所述通知收到之日起十日内提出请求，则该缔约方有权参与磋商。

4. The consultations shall commence within 30 days from the date of receipt of the request for consultations.
5. The Parties shall inform the Joint Committee of any discussions and decisions arrived at.

ARTICLE 29

Arbitration

1. Any dispute arising between Parties under this Agreement which has not been settled through consultations within 90 days from the date of the receipt of the request for consultation, may be referred to arbitration by one or more Parties to the dispute by means of a written notification addressed to the Party complained against. A copy of this notification shall be communicated to all Parties to this Agreement. Where more than one Party requests the submission to an arbitral tribunal of a dispute with the same Party relating to the same question, a single arbitral tribunal should be established to consider such disputes whenever feasible.
2. The establishment and functioning of the arbitral tribunal are governed by Annex K.
3. Unless the Parties otherwise agree within 30 days from the date of the receipt of the notification referring the dispute to arbitration, the terms of reference shall be:
- “To examine, in the light of the relevant provisions of this Agreement, the matter referred to arbitration (as described in the notification referred to in paragraph 1) and to make such findings, determinations and recommendations as provided in paragraph 6 of Article 29 of this Agreement.”
4. If the complaining Party alleges that any benefit it could reasonably have expected to accrue to it directly or indirectly under Articles 4, 5, 8, 10 or 11, is being nullified or impaired as a result of the application of any measure that is not inconsistent with this Agreement, the terms of reference shall so indicate.
5. The arbitral tribunal shall interpret this Agreement in accordance with customary rules of interpretation of public international law.
6. The arbitral tribunal, in its award, shall set out:
- (a) its findings of law and fact, together with the reasons therefor;
- (b) its determination as to whether the measure at issue is or would be inconsistent with the obligations of this Agreement or cause nullification or impairment of benefits within the meaning of paragraph 4, or any other determination requested in the terms of reference; and

4. 磋商应于收到磋商请求之日起30天内开始。
5. 缔约方应将达成的任何讨论和决定通知联合委员会。

ARTICLE 29

仲裁

1. 缔约方之间因本协定产生的任何争端，若自收到磋商请求之日起90天内未能通过磋商解决，争议一方或多方可向被诉方提交书面通知，将争端提交仲裁。该通知副本应传达给本协定所有缔约方。若多个缔约方就同一问题针对同一缔约方请求将争端提交仲裁庭，在可行情况下应设立单一仲裁庭审理此类争端。
2. 仲裁庭的设立和运作受附件K管辖。
3. 除非争议各方在收到提交仲裁的书面通知后30天内另有约定，否则职权范围应为：
- “根据本协定相关条款，审查提交仲裁的事项（如第1款所述通知中描述的内容），并依照本协定第29条第6款之规定作出调查结果、裁定及建议。”
4. 若申诉方主张其根据第4条、第5条、第8条、第10条或第11条可合理预期直接或间接获得的任何利益，因适用与本协定并无不一致的任何措施而正在丧失或减损，则职权范围应予以说明。
5. 仲裁庭应依照国际公法的习惯解释规则对本协定进行解释。
6. 仲裁庭应在其裁决中列明：
- (a) 其法律和事实认定，以及相关理由；(b) 其关于争议措施是否或将会违反本协定义务或在第4款含义内导致利益丧失或减损的裁定，或职权范围中要求的任何其他裁定；以及

(c) its recommendations, if any, for the resolution of the dispute and the implementation of the arbitral award.

7. The parts of the award of the arbitral tribunal referred to in sub-paragraphs (a) and (b) of paragraph 6 shall be final and binding upon the Parties to the dispute.

ARTICLE 30

*Implementation of the arbitral award*

1. On receipt of the arbitral award, the disputing Parties shall seek to agree on the implementation of the arbitral award, which, unless they decide otherwise by common accord, shall conform with the determinations and any recommendations of the arbitral tribunal. The disputing Parties shall notify the other Parties of any agreed resolution of the dispute.

2. Wherever possible, the resolution shall be non-implementation or removal of a measure not conforming with this Agreement or causing nullification or impairment of benefits within the meaning of paragraph 4 of Article 29 or, failing such a resolution, compensation.

ARTICLE 31

*Non-implementation - suspension of benefits*

1. In case of disagreement as to the existence or consistency of a measure implementing the arbitral award with the determinations and any recommendations of the arbitral tribunal, such dispute shall be decided by the same arbitral tribunal before compensation can be sought or suspension of benefits can be applied in accordance with paragraphs 3 through 5. If one or more members of the original arbitral tribunal are not available, a new arbitral tribunal shall be established in accordance with Annex K, to make this determination.

2. The complaining Party may not initiate arbitration under the preceding paragraph before a period of 12 months has expired following the rendering of the award pursuant to paragraph 6 of Article 29. The award of the tribunal referred to in the preceding paragraph shall normally be rendered within three months of the request for arbitration.

3. If the arbitral tribunal, in accordance with paragraph 1 has determined that an implementing measure is inconsistent with the determinations and any recommendations of the original arbitral tribunal, or that no implementing measures have been taken, and the Party complained against has not reached agreement with a complaining Party on a mutually satisfactory resolution within 30 days of receiving this award, the complaining Party may, until such time as the disputing Parties have reached agreement on a resolution of the dispute:

(c) 其关于解决争端和执行仲裁裁决的建议（如有）。

7. 仲裁庭根据第6款(a)项和(b)项作出的裁决部分对争议各方具有最终约束力。

ARTICLE 30

仲裁裁决的执行

1. 收到仲裁裁决后，争议各方应就裁决执行达成一致，除非经共同协议另行决定，否则执行应符合仲裁庭的裁定及任何建议。争议各方应将争端达成的任何一致解决方案通知其他缔约方。

2. 在可能的情况下，解决方案应是不执行或取消不符合本协定或导致第29条第4款所指利益丧失或减损的措施，如无法达成此类解决方案，则应提供补偿。

ARTICLE 31

不执行 - 利益中止

1. 如对执行仲裁裁决的措施是否存在或是否符合仲裁庭的裁定及任何建议存在分歧，此类争端应由原仲裁庭在申诉方依据第3至5段寻求补偿或实施利益中止前作出裁决。若原仲裁庭一名或多名成员无法履职，则应按照附件K组建新的仲裁庭作出此项裁定。

2. 申诉方依据第29条第6款作出裁决后未满12个月的，不得根据前款规定提请仲裁。前款所述仲裁庭的裁决通常应在收到仲裁请求后三个月内作出。

3. 如仲裁庭根据第1款裁定实施措施与原仲裁庭的裁定及任何建议不一致，或未采取任何实施措施，且被诉方在收到该裁决后30天内未与申诉方就双方满意的解决方案达成协议，则申诉方可采取以下行动，直至争议各方就争端解决达成协议：

- (a) seek compensation through an agreement with the Party complained against; or
- (b) suspend the application to the Party complained against of benefits of equivalent effect.

4. Upon written request of any disputing Party delivered to the other Party or Parties, the same arbitral tribunal shall be reconvened to determine whether the level of benefits suspended by a Party pursuant to paragraph 3 is of equivalent effect. If one or more members of the original arbitral tribunal are not available, a new arbitral tribunal shall be established in accordance with Annex K, to make this determination.

5. The proceedings of the arbitral tribunal reconvened or established under paragraph 4 shall be conducted in accordance with paragraph 3 of Annex K. The arbitral tribunal shall present its determination within 60 days after the date of the request referred to in paragraph 4, or such other period as the disputing Parties may agree.

IX FINAL CLAUSES

ARTICLE 32

Evolutionary clause

Without prejudice to the obligation to review specific Articles of this Agreement, the Parties undertake to review this Agreement in the light of further developments in international economic relations, including in the framework of the WTO, and to examine in this context and in the light of any relevant factors, the possibility of further developing and deepening the co-operation under this Agreement and to extend it to areas not covered therein. The Parties may examine this possibility through the Joint Committee and, where appropriate, open negotiations.

ARTICLE 33

Trade and economic relations governed by this Agreement

The provisions of this Agreement apply to the trade and economic relations between, on the one side, Canada and, on the other side, the individual EFTA States, but not to the trade relations between individual EFTA States, unless otherwise provided in this Agreement.

(a) 与应诉方协商寻求补偿；或 (b) 中止对应诉方适用具有等效效果的协定利益。

4. 任一争议方书面请求送达其他缔约方后，原仲裁庭应重新召集，以裁定某缔约方依据第3款中止的利益水平是否具有等效。若原仲裁庭一名或多名成员无法履职，则应根据附件K组建新仲裁庭作出此项裁定。

5. 依据第4款重新召集或组建的仲裁庭程序应按照附件K第3款进行。仲裁庭应在第4款所述请求送达之日起60日内（或争议各方商定的其他期限）提交其裁定。

第九条 最后条款

ARTICLE 32

演进条款

在不影响审议本协定特定条款义务的前提下，缔约方承诺将根据国际经济关系（包括世界贸易组织框架内）的新发展审议本协定，并在此背景下结合相关因素，研究进一步发展和深化本协定下合作的可能性，以及将合作扩展至未涵盖领域。缔约方可通过联合委员会研究此可能性，并在适当时启动谈判。

ARTICLE 33

本协定管辖的贸易和经济关系

本协定条款适用于一方为加拿大、另一方为各欧洲自由贸易联盟国家之间的贸易和经济关系，但不适用于欧洲自由贸易联盟国家相互之间的贸易关系，除非本协定另有规定。