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CHAPTER TWENTY-TWO
INSTITUTIONAL PROVISIONS AND DISPUTE SETTLEMENT

Section A: Institutional Provisions and Administration

ARTICLE 22.1: CONTACT POINTS

1. Each Party shall designate a contact point or points to facilitate communications between the Parties on any matter covered by this Agreement.

2. On request of the other Party, a Party's contact point shall identify the office or official responsible for the matter and assist, as necessary, in facilitating communications with the other Party.

ARTICLE 22.2: JOINT COMMITTEE

1. The Parties hereby establish a Joint Committee comprising officials of each Party, which shall be co-chaired by the United States Trade Representative and the Minister for Trade of Korea, or their respective designees.

2. The Joint Committee shall:

(a) supervise the implementation of this Agreement;

(b) supervise the work of all committees, working groups, and other bodies established under this Agreement;

(c) consider ways to further enhance trade relations between the Parties;

(d) seek to resolve disputes that may arise regarding the interpretation or application of this Agreement;

(e) establish the amount of remuneration and expenses that will be paid to panelists; and

(f) consider any other matter that may affect the operation of this Agreement.

3. The Joint Committee may:

(a) establish and delegate responsibilities to *ad hoc* and standing committees, working groups, or other bodies;

(b) seek the advice of non-governmental persons or groups;

(c) consider amendments to this Agreement or make modifications to the

第二十二章 机构条款和争端解决

A节：机构条款和管理

第22.1条：联络点

1. 每一缔约方应指定一个或多个联络点，以便就本协定所涵盖的任何事项促进缔约方之间的沟通。

2. 应另一缔约方请求，一缔约方的联络点应确定负责该事项的办公室或官员，并在必要时协助促进与另一缔约方的沟通。

第22.2条：联合委员会

1. 缔约方特此设立一个由各缔约方官员组成的联合委员会，该委员会应由美国贸易代表和韩国贸易部长或其各自指定人员共同担任主席。

2. 联合委员会应：

(a) 监督本协定的实施；(b) 监督根据本协定设立的所有委员会、工作组及其他机构的工作；(c) 考虑进一步增进缔约方之间贸易关系的途径；(d) 寻求解决可能出现的关于本协定解释或适用的争议；(e) 确定将支付给小组成员的报酬和费用金额；以及(f) 考虑可能影响本协定运作的任何其他事项

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3. 联合委员会可：

(a) 设立并向临时和常设委员会、工作组或其他机构授权职责；(b) 征求非政府人士或团体的意见；(c) 考虑对本协定的修正案或对其中的承诺进行修改；

commitments therein;

(d) issue interpretations of the provisions of this Agreement, including as provided in Articles 11.22 (Governing Law) and 11.23 (Interpretation of Annexes);

(e) adopt its own rules of procedure; and

(f) take such other action in the exercise of its functions as the Parties may agree.

4. Unless the Parties otherwise agree, the Joint Committee shall convene:

(a) in regular session every year, with such sessions to be held alternately in the territory of each Party; and

(b) in special session within 30 days of the request of a Party, with such sessions to be held in the territory of the other Party or at such location as the Parties may agree.

5. Each Party shall treat any confidential information exchanged in relation to a meeting of the Joint Committee or any body created under paragraph 3(a) on the same basis as the Party providing the information.

6. Recognizing the importance of transparency and openness, the Parties affirm their respective practices of considering the views of members of the public in order to draw on a broad range of perspectives in the implementation of this Agreement.

7. All decisions of the Joint Committee and all committees, working groups, and other bodies established under this Agreement shall be taken by consensus of the Parties.

Section B: Dispute Settlement Proceedings

ARTICLE 22.3: COOPERATION

The Parties shall endeavor 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.

ARTICLE 22.4: SCOPE OF APPLICATION

Except as otherwise provided in this Agreement or as the Parties otherwise agree, this Section shall 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

其中的承诺；

(d) 对本协定的条款作出解释，包括
第11.22条（适用法律）和第11.23条（附件的解释）所规定的情形；

(e) 通过其自身的议事规则；及 (f) 在行使职能时采取缔约方可能同意的其他行动

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4. 除非缔约方另有约定，联合委员会应 :

(a) 每年召开一次常会，会议轮流在各缔约方境内举行；及 (b) 应一缔约方请求在30日内召开特别会议，会议在另一缔约方境内或缔约方商定的地点举行。

5. 各缔约方应以提供信息的缔约方相同的标准，对待在联合委员会或根据第3款(a)项设立的机构会议期间交换的任何机密信息。

6. 认识到透明度和开放性的重要性，缔约方确认各自在实施本协定时考虑公众成员意见的做法，以汲取广泛视角。

7. 联合委员会及根据本协定设立的所有委员会、工作组和其他机构的一切决定，均应由缔约方协商一致作出。

B部分：争端解决程序

第22.3条：合作

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

ARTICLE 22.4：SCOPE 的APPLICATION

除本协定另有规定或缔约方另有约定外，本节应适用于避免或解决缔约方之间关于本协定解释或适用的所有争议，或在缔约方认为存在以下情形时：

(a) 另一缔约方的措施不符合其在本

Agreement;

협정;

(b) the other Party has otherwise failed to carry out its obligations under this Agreement; or

(b) 다른 일방 당사국이 이 협정에 따른 의무를 이행하지 못한 경우; 또는

(c) a benefit the Party could reasonably have expected to accrue to it under Chapter Two (National Treatment and Market Access for Goods), Three (Agriculture), Four (Textiles and Apparel), Six (Rules of Origin and Origin Procedures), Twelve (Cross-Border Trade in Services), Seventeen (Government Procurement), or Eighteen (Intellectual Property Rights)[1] is being nullified or impaired as a result of a measure that is not inconsistent with this Agreement, except that neither Party may invoke this subparagraph with respect to a benefit under Chapter Twelve (Cross-Border Trade in Services) or Eighteen (Intellectual Property Rights) if the measure is subject to an exception under Article 23.1 (General Exceptions).

(c) 제2장(물품의 내국민대우 및 시장접근), 제3장(농업), 제4장(섬유 및 의류), 제6장(원산지 및 원산지 절차), 제12장(국경간 서비스 무역), 제17장(정부조달) 또는 제18장(지식재산권)[1]에 따라 당사국이 합리적으로 기대할 수 있는 이익이 이 협정에 합치하는 조치로 인하여 무효화되거나 침해되는 경우. 다만, 제12장(국경간 서비스 무역) 또는 제18장(지식재산권)에 따른 이익에 대하여 조치가 제23.1조(일반적 예외)에 따른 예외의 적용을 받는 경우에는 어느 당사국도 이 호를 원용할 수 없다.

ARTICLE 22.5: ADMINISTRATION OF DISPUTE SETTLEMENT PROCEEDINGS

제22.5조: 분쟁해결절차의 관리

Each Party shall designate an office that shall be responsible for providing administrative assistance to panels established under Article 22.9. Each Party shall be responsible for the operation and costs of its designated office and shall notify the other Party of its location.

각 당사국은 제22.9조에 따라 설치된 패널에 대한 행정적 지원을 제공하는 책임을 지는 사무소를 지정한다. 각 당사국은 지정한 사무소의 운영 및 비용에 대하여 책임을 지며 다른 일방 당사국에 그 사무소의 위치를 통보한다.

ARTICLE 22.6: CHOICE OF FORUM

제22.6조: 분쟁해결절차 선택

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

1. 이 협정 및 WTO 협정 또는 양 당사국이 당사국인 다른 협정에 따라 발생하는 분쟁에 대하여 제소하는 당사국은 분쟁을 해결할 포럼을 선택할 수 있다.

2. Once the complaining Party has requested the establishment of, or referred a matter to, a dispute settlement panel under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of other fora.

2. 제소하는 당사국이 제1항에 언급된 협정에 따른 분쟁해결 패널의 설치를 요청하거나 분쟁해결 패널에 분쟁을 회부한 경우, 선택된 포럼은 다른 포럼을 배제하고 사용된다.

ARTICLE 22.7: CONSULTATIONS

제22.7조: 협의

1. Either Party may request consultations with the other Party with respect to any matter described in Article 22.4 by delivering written notification to the other Party. The complaining Party shall set out the reasons for the request, including identification of the measure or other matter at issue and an indication of the legal basis for the complaint. The other Party shall reply promptly to the request and enter into consultations.

1. 각 당사국은 다른 일방 당사국에 서면 통보를 전달함으로써 제22.4조에 기술된 사안에 대하여 다른 일방 당사국과 협의를 요청할 수 있다. 제소하는 당사국은 요청의 이유를 제시하여야 하며, 이에는 문제가 되는 조치 또는 다른 사안의 확인 및 제소의 법적 근거의 표시가 포함된다. 다른 일방 당사국은 요청에 신속하게 응하고 협의에 들어간다.

2. Promptly after requesting or receiving a request for consultations pursuant to this

2. 이 조에 따른 협의를 요청하거나 요청을 받은 즉시,

[1] Neither Party will invoke subparagraph (c) with respect to a measure affecting benefits under Chapter Eighteen (Intellectual Property Rights) during any period for which WTO Members have agreed not to initiate complaints of the type provided for under subparagraph 1(b) of Article XXIII of GATT 1994 under the TRIPS Agreement.

[1] 각 당사국은 WTO 회원국이 TRIPS 협정에 따라 1994년 GATT 제23조 1(b)에 규정된 유형의 제소를 제기하지 않기로 합의한 기간 동안 제18장(지식재산권)에 따른 이익에 영향을 미치는 조치에 대하여 (c)호를 원용하지 않는다.

Article, each Party shall seek the views of interested parties and other members of the public on the matter in order to draw on a broad range of perspectives.

3. Each Party shall:

(a) provide sufficient information in the consultations to enable a full examination of how the matter subject to consultations might affect the operation 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.

4. A Party may request the other Party to make available during consultations under this Article personnel of its government agencies or other regulatory bodies who have expertise in the matter subject to consultations.

ARTICLE 22.8: REFERRAL TO THE JOINT COMMITTEE

1. If the Parties fail to resolve a matter within 60 days of the delivery of a request for consultations under Article 22.7, or 20 days where the matter concerns perishable goods,[2] either Party may refer the matter to the Joint Committee by delivering written notification to the other Party.

2. If the Parties fail to resolve a matter within 60 days of the delivery of a request for consultations under Article 19.7 (Labor Consultations) or 20.9 (Environmental Consultations and Panel Procedure), either Party may also refer the matter to the Joint Committee by delivering written notification to the other Party.

3. The Joint Committee shall promptly meet and endeavor to resolve the matter.

ARTICLE 22.9: ESTABLISHMENT OF PANEL[3]

1. If the Joint Committee has not resolved a matter within 60 days after delivery of a notification described in Article 22.8, within 30 days where the matter concerns perishable goods, or within such other period as the Parties may agree, the complaining Party may refer the matter to a dispute settlement panel by delivering written notification to the other Party. The complaining Party shall set out the reasons for the request, including identification of the measure or other matter at issue and a brief summary of the legal basis for the complaint sufficient to present the problem clearly.

[2] For greater certainty, **perishable goods** means perishable agricultural and fish goods classified in HS Chapters 1 through 24.

[3] Article 13.18 (Dispute Settlement) contains additional provisions relating to the establishment of a panel for matters arising under Chapter Thirteen (Financial Services).

征求利益相关方及其他公众成员对该事项的意见，以便汲取广泛的视角。

3. 各缔约方应：

(a) 在磋商中提供充分信息，以便全面审查磋商事项可能如何影响本协定的运作；以及 (b) 对磋商过程中交换的任何机密信息，按照提供信息的缔约方所依据的相同基础予以对待。

4. 一缔约方可请求另一缔约方在本条款项下的磋商期间，安排其政府机构或其他监管机构中具备磋商事项相关专业知识的人员参与。

条款22.8：提交联合委员会

1. 若缔约方未能在根据条款22.7提出磋商请求后60天内（如涉及易腐货物则为20天内）[2]解决事项，任一缔约方均可通过向另一缔约方提交书面通知，将该事项提交联合委员会。

2. 若缔约方未能在根据条款19.7（劳工磋商）或20.9（环境磋商和专家组程序）提出磋商请求后60天内解决事项，任一缔约方也可通过向另一缔约方提交书面通知，将该事项提交联合委员会。

3. 联合委员会应立即召开会议并努力解决该事项 .

第22.9条：专家组的设立[3]

1. 若联合委员会未能在根据条款22.8提交通知后60天内（涉及易腐货物时为30天内，或缔约方另行商定的期限内）解决相关事项，申诉方可向另一缔约方提交书面通知，将事项提交争端解决专家组。申诉方应在通知中阐明请求理由，包括指明争议措施或其他事项，并简要概述足以清晰呈现问题的申诉法律依据。

[2] 为进一步明确，易腐货物是指HS第1至24章中分类的易腐农产品和鱼类货物。

[3] 第13.18条（争端解决）包含关于针对第十三章（金融服务）项下事项设立专家组的补充规定。

2. Unless the Parties otherwise agree, the Parties shall apply the following procedures in selecting a panel:

(a) The panel shall have three members.

(b) Each Party shall propose one panelist within 28 days after the matter has been referred to a panel. If a Party fails to propose a panelist within that period, the Parties shall meet within seven days and select a panelist by lot from among the members of the contingent list established under paragraph 3 who are nationals of that Party.

(c) A Party may exercise a peremptory challenge against any individual not on the contingent list within 14 days after the individual has been proposed as a panelist. If a Party has exercised three peremptory challenges, the other Party shall select a panelist from the contingent list.

(d) The Parties shall endeavor to agree on a third panelist who shall serve as chair.

(e) If the Parties are unable to agree on the chair within 28 days after the date on which the second panelist has been appointed, the Parties shall meet within seven days and select the chair by lot from among the members of the contingent list established under paragraph 3 who are not nationals of either Party.[4]

(f) A panelist shall be considered appointed to a panel when that person is proposed pursuant to subparagraph (b) and no peremptory challenge is exercised pursuant to subparagraph (c), or when that person is selected from the contingent list pursuant to this paragraph.

3. Within 180 days of the date this Agreement enters into force, the Parties shall establish a contingent list of individuals who are willing and able to serve as panelists. Unless the Parties otherwise agree, the contingent list shall include at least six nationals of each Party and at least eight individuals who are not nationals of either Party. An individual on the contingent list shall be appointed by agreement of the Parties for a minimum term of three years, and shall remain on the list until the individual is replaced or is unable to serve. The Parties shall review the contingent list every three years and may replace individuals on the list as appropriate. The Parties may also appoint a replacement where a member of the

[4] If a panelist selected by lot under subparagraph (b) or (e) is unable to serve on the panel, the Parties shall meet within seven days of learning that the panelist is unavailable to select another panelist by lot from among the remaining members of the contingent list who are nationals of the relevant Party (in the case of subparagraph (b)) or not nationals of either Party (in the case of subparagraph (e)). If a panelist becomes unable to serve during the course of the proceeding or when the panel is reconvened pursuant to Article 22.13 or 22.14, then within seven days of learning that the panelist is unavailable, the relevant Party shall select a replacement panelist from the contingent list or, in the case of the chair, the Parties shall meet to select a replacement chair by lot from among the members of the contingent list who are not nationals of either Party.

2. 除非缔约方另有约定，专家组选任应适用下列程序：

(a) 专家组应由三名成员组成。 (b) 每一缔约方应在事项提交专家组后28天内提名一名专家组成员。若一缔约方未能在该期限内提名，缔约方应在七日内会面，并从根据第3款建立的预备名单中属于该缔约方国民的成员中以抽签方式选出一名专家组成员。 (c) 缔约方可对未列入预备名单的个体在被提名为专家组成员后14日内行使强制回避权。若一缔约方已行使三次强制回避，另一缔约方应从预备名单中选定专家组成员。 (d) 缔约方应尽力商定第三名专家组成员担任主席。 (e) 若缔约方在第二名专家组成员任命之日起28日内未能就主席人选达成一致，应于七日内会面，并从根据第3款建立的预备名单中非任一缔约方国民的成员中以抽签方式选定主席。[4] (f) 专家组成员在被依据第(b)项提名且未依据第(c)项行使强制回避时，或依据本款从预备名单中选出时，即视为已获任命。

3. 本协定生效之日起180天内，缔约方应建立一份愿意且能够担任专家组成员的个人预备名单。除非缔约方另有约定，预备名单应至少包括每方六名国民及至少八名非任何一方国民的个人。预备名单上的个人应由缔约方协议任命，任期至少三年，并保留在名单上直至被替换或无法履职。缔约方应每三年审查一次预备名单，并可视情况替换名单上的成员。当预备名单中的成员无法继续履职时，缔约方也可任命替代人员。

[4] 若根据(b)或(e)项抽签选出的专家组成员无法履职，缔约方应在知悉该成员无法履职后七日内，从预备名单中剩余的该相关缔约方国民（针对(b)项情形）或非任一缔约方国民（针对(e)项情形）中再次抽签选出替代成员。若专家组成员在程序进行期间或根据第22.13条或22.14条重新召集专家组时无法履职，则相关缔约方应在知悉该成员无法履职后七日内从预备名单中选定替代成员；若涉及主席人选，缔约方应会面从非任一缔约方国民的预备名单成员中抽签选出替代主席。

contingent list is no longer available to serve.

4. Individuals appointed to a panel pursuant to paragraph 2 or to the contingent list pursuant to paragraph 3 shall:

(a) be chosen strictly on the basis of objectivity, reliability, and sound judgment;

(b) have expertise or experience in law, international trade, or the resolution of disputes arising under international trade agreements;

(c) be independent of, and not be affiliated with or take instructions from, either Party; and

(d) comply with a code of conduct to be established by the Joint Committee.

In addition, in any dispute arising under Chapter Nineteen (Labor) or Twenty (Environment), panelists other than those chosen by lot from the contingent list shall have expertise or experience relevant to the subject matter under dispute. Paragraph 2(c) shall not apply to disputes arising under Chapter Nineteen or Twenty.

ARTICLE 22.10: RULES OF PROCEDURE

1. By the date this Agreement enters into force, the Parties shall establish model rules of procedure, which shall ensure:

(a) a right to at least one hearing before the panel;

(b) that, subject to subparagraph (f), any hearing before the panel shall be open to the public;

(c) an opportunity for each Party to provide initial and rebuttal submissions;

(d) that each Party's written submissions, written versions of its oral statements, and written responses to a request or questions from the panel shall be made available to the public within seven days after they are submitted, subject to subparagraph (f);

(e) that the panel shall consider requests from non-governmental entities located in the Parties' territories to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties; and

(f) the protection of confidential information.

2. Unless the Parties otherwise agree, the panel shall follow the model rules of procedure and may, after consulting with the Parties, adopt additional rules of procedure not

预备名单上的成员无法继续履职时，缔约方也可任命替代人员。

4. 根据第2款任命至专家组或根据第3款列入预备名单的个人应：

(a) 严格基于客观性、可靠性和合理判断进行遴选；(b) 具备法律、国际贸易或解决国际贸易协定争议的专业知识或经验；(c) 独立于任一缔约方，且不得与之有关联或接受其指示；以及(d) 遵守联合委员会制定的行为准则。

此外，在第十九章（劳工）或第二十章（环境）引发的任何争议中，除通过抽签从预备名单中选出的专家组成员外，其他小组成员应具备与争议事项相关的专业知识或经验。第2款(c)项不适用于第十九章或第二十章引发的争议。

第22.10条：程序规则

1. 在本协定生效之日前，缔约方应制定示范程序规则，该规则应确保：

(a) 有权在专家组面前至少举行一次听证会；(b) 在遵守(f)项的前提下，专家组举行的任何听证会应向公众开放；(c) 每一缔约方均有提供初步和反驳意见书的机会；(d) 在遵守(f)项的前提下，每一缔约方的书面意见书、口头陈述的书面版本以及对专家组请求或问题的书面答复应在提交后七天内向公众公开；(e) 专家组应考虑位于缔约方领土内的非政府实体提出的请求，这些实体可提供关于争端的书面意见，以协助专家组评估缔约方的意见书和论点；以及(f) 机密信息的保护。

2. 除非缔约方另有约定，专家组应遵循示范程序规则，并可在与缔约方磋商后，采用不与

inconsistent with the model rules.

3. Unless the Parties otherwise agree within 20 days from the date of the delivery of the request for the establishment of the panel, the panel's terms of reference shall be:

> "To examine, in the light of the relevant provisions of this Agreement, the matter referenced in the request for the establishment of the panel, to make findings, determinations, and recommendations as provided in paragraphs 1 and 2 of Article 22.11, and to present the written reports referred to in paragraphs 1 and 4 of Article 22.11."

4. On request of a Party, or on its 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 such terms and conditions as the Parties may agree.

ARTICLE 22.11: PANEL REPORT

1. Unless the Parties otherwise agree, the panel shall, within 180 days after the chair is appointed, present to the Parties an initial report containing findings of fact and its determination as to:

(a) (i) whether the measure at issue is inconsistent with the obligations of this Agreement;

(ii) whether a Party has otherwise failed to carry out its obligations under this Agreement; or

(iii) whether the measure at issue is causing nullification or impairment in the sense of Article 22.4(c); and

(b) any other matter that the Parties have jointly requested that the Panel address,

as well as the reasons for its findings and determinations.

2. The panel shall base its report on the relevant provisions of this Agreement and the submissions and arguments of the Parties. The panel shall consider this Agreement in accordance with customary rules of interpretation of public international law, which are reflected in Articles 31 through 33 of the *Vienna Convention on the Law of Treaties* (1969). The panel may, at the request of the Parties, make recommendations for the resolution of the dispute.

3. Each Party may submit written comments to the panel on its initial report within 14 days of the presentation of the report. After considering any written comments by the Parties on the initial report, the panel may modify its report and make any further examination it considers appropriate.

模型规则相抵触的额外议事规则。

3. 除非缔约方在专家组设立请求送达之日起20日内另行达成一致，专家组的职权范围应为：

> "根据本协定相关规定审查专家组设立请求中提及的事项，作出第22.11条第1款和第2款规定的调查结果、裁定和建议，并提交第22.11条第1款和第4款所述的书面报告。"

4. 应一缔约方请求或主动提议，专家组可向其认为适当的任何个人或机构寻求信息和技术建议，但需经缔约方同意并遵守缔约方商定的条款和条件。

ARTICLE 22.11: 专家组报告

1. 除非缔约方另有约定，专家组应在主席任命后180日内向缔约方提交包含事实认定及以下裁定的初步报告：

(a) (i) 争议措施是否与本协定项下的义务不一致；(ii) 一缔约方是否未能履行其在本协定项下的义务；或(iii) 争议措施是否导致第22.4(c)条意义上的利益丧失或减损；以及

(b) 缔约方共同要求专家组处理的其他任何事项，

并说明其调查结果和裁定的理由。

2. 专家组应基于本协定的相关规定以及缔约方的陈述和论点作出报告。专家组应按照国际公法的习惯解释规则解释本协定，这些规则体现于《维也纳条约法公约（1969年）》第31条至第33条。专家组可应缔约方请求，就争端的解决提出建议。

3. 每一缔约方可在专家组提交初步报告后14天内向其提交书面意见。专家组在考虑缔约方对初步报告的任何书面意见后，可修改其报告并进行其认为适当的进一步审查。

4. The panel shall present a final report to the Parties within 45 days of presentation of the initial report, unless the Parties otherwise agree. The Parties shall make the final report available to the public within 15 days thereafter, subject to the protection of confidential information.

ARTICLE 22.12: 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 normally shall conform with the determinations and recommendations, if any, of the panel.

2. If, in its final report, the panel determines that a Party has not conformed with its obligations under this Agreement or that a Party's measure is causing nullification or impairment in the sense of Article 22.4(c), the resolution, whenever possible, shall be to eliminate the non-conformity or the nullification or impairment.

ARTICLE 22.13: NON-IMPLEMENTATION

1. If a panel has made a determination of the type described in Article 22.12.2, and the Parties are unable to reach agreement on a resolution pursuant to Article 22.12.1 within 45 days of receiving the final report, or such other period as the Parties agree, the Party complained against shall enter into negotiations with the complaining Party with a view to developing mutually acceptable compensation.

2. If the Parties:

(a) are unable to agree on compensation within 30 days after the period for developing such compensation has begun; or

(b) have agreed on compensation or on a resolution pursuant to Article 22.12.1 and the complaining Party considers that the Party complained against has failed to observe the terms of the agreement,

the complaining Party may at any time thereafter provide written notice to the Party complained against that it intends to suspend the application to the Party complained against of benefits of equivalent effect. The notice shall specify the level of benefits that the complaining Party proposes to suspend. Subject to paragraph 5, the complaining Party may begin suspending benefits 30 days after the later of the date on which it provides notice to the other Party under this paragraph or the panel issues its determination under paragraph 3, as the case may be.

3. If the Party complained against considers that:

(a) the level of benefits that the complaining Party has proposed to be suspended is manifestly excessive; or

4. 专家组应在提交初步报告后45天内向缔约方提交最终报告，除非缔约方另有约定。缔约方应在最终报告提交后15天内将其提供给公众，但需保护机密信息。

第22.12条：最终报告的执行

1. 在收到专家组的最终报告后，缔约方应就争端的解决达成一致，该解决通常应符合专家组的裁定和建议（如有）。

2. 如果专家组在其最终报告中裁定某一缔约方未遵守其在本协定项下的义务，或某一缔约方的措施导致第22.4(c)条意义上的利益丧失或减损，则解决方式在可能的情况下应为消除不一致或利益丧失或减损。

第22.13条：未执行

1. 如果专家组已作出第22.12.2条所述类型的裁定，且缔约方在收到最终报告后45天内或缔约方商定的其他期限内未能根据第22.12.1条就解决方式达成一致，则被诉方应与申诉方进行谈判，以期达成双方可接受的补偿。

2. 如缔约方：

(a) 未能在商定补偿的30日期限启动后达成一致；或 (b) 虽已就补偿或根据条款22.12.1达成解决方案，但申诉方认为被诉方未遵守协议条款，

申诉方可在此后任意时间向被诉方发出书面通知，表明其拟中止对被诉方适用等效利益。通知应列明申诉方拟中止的利益水平。在遵守第5款的前提下，申诉方可自按本款向另一缔约方发出通知之日或专家组根据第3款作出裁定之日（以较晚者为准）起30天后开始中止利益。

3. 如被诉方认为：

(a) 申诉方提议中止的利益水平明显过高；或

(b) it has eliminated the non-conformity or the nullification or impairment that the panel has found,

it may, within 30 days after the complaining Party provides notice under paragraph 2, request that the panel be reconvened to consider the matter. The Party complained against shall deliver its request in writing to the complaining Party. The panel shall reconvene as soon as possible after delivery of the request and shall present its determination to the Parties within 90 days after it reconvenes to review a request under either subparagraph (a) or (b), or within 120 days for a request under both subparagraphs (a) and (b). If the panel determines that the level of benefits proposed to be suspended is manifestly excessive, it shall determine the level of benefits it considers to be of equivalent effect.

4. The complaining Party may suspend benefits up to the level the panel has determined under paragraph 3 or, if the panel has not determined the level, the level the Party has proposed to suspend under paragraph 2, unless the panel has determined that the Party complained against has eliminated the non-conformity or the nullification or impairment.

5. The complaining Party may not suspend benefits if, within 30 days after it provides written notice of intent to suspend benefits or, if the panel is reconvened under paragraph 3, within 20 days after the panel provides its determination, the Party complained against provides written notice to the other Party that it will pay an annual monetary assessment. The Parties shall consult, beginning no later than ten days after the Party complained against provides notice, with a view to reaching agreement on the amount of the assessment. If the Parties are unable to reach an agreement within 30 days after consultations begin, the amount of the assessment shall be set at a level, in U.S. dollars, equal to 50 percent of the level of the benefits the panel has determined under paragraph 3 to be of equivalent effect or, if the panel has not determined the level, 50 percent of the level that the complaining Party has proposed to suspend under paragraph 2.

6. Unless the Joint Committee decides otherwise, a monetary assessment shall be paid to the complaining Party in U.S. currency, or in an equivalent amount of Korean currency, in equal, quarterly installments beginning 60 days after the Party complained against gives notice that it intends to pay an assessment. Where the circumstances warrant, the Joint Committee may decide that an assessment shall be paid into a fund established by the Joint Committee and expended at the direction of the Joint Committee for appropriate initiatives to facilitate trade between the Parties, including by further reducing unreasonable trade barriers or by assisting a Party in carrying out its obligations under this Agreement.

7. If the Party complained against fails to pay a monetary assessment, the complaining Party may suspend the application to the Party complained against of benefits in accordance with paragraph 4.

ARTICLE 22.14: COMPLIANCE REVIEW

1. Without prejudice to the procedures set out in Article 22.13.3, if the Party complained against considers that it has eliminated the non-conformity or the nullification or

(b) 其已消除专家组认定的不一致或利益丧失或减损，

申诉方可根据第2款发出通知后30天内，请求重新召集专家组审议该事项。被诉方应以书面形式向申诉方提交其请求。专家组应在收到请求后尽快重新召集，并在重新召集后90天内（针对(a)或(b)项下的请求）或120天内（针对(a)和(b)两项下的请求）向缔约方提交其裁定。若专家组认定拟中止的利益水平明显过高，则应确定其认为具有等效效果的利益水平。

4. 申诉方可中止专家组根据第3款确定的利益水平，若专家组未作裁定，则可中止其根据第2款提议中止的利益水平，除非专家组认定被诉方已消除不一致或利益丧失或减损。

5. 若被诉方在申诉方发出拟中止利益的书面通知后30天内，或根据第3款重新召集专家组的情况下在专家组作出裁定后20天内，向另一缔约方提交其将支付年度货币评估的书面通知，则申诉方不得中止利益。缔约方应自被诉方发出通知之日起不迟于10日内开始磋商，以期就评估金额达成协议。若缔约方在磋商开始后30天内未能达成协议，则评估金额应设定为美元金额，其水平相当于专家组根据第3款确定的具有等效利益的50%，或若专家组未确定该水平，则为申诉方根据第2款提议中止水平的50%。

6. 除非联合委员会另有决定，货币评估应以美元货币或等值韩元金额，自被诉方发出拟支付评估通知之日起60天后开始按季度分期等额支付给申诉方。在情况适当时，联合委员会可决定将评估款项支付至由联合委员会设立的基金，并根据联合委员会的指示用于促进缔约方间贸易的适当举措，包括进一步减少不合理贸易壁垒或协助缔约方履行本协定项下的义务。

7. 如被诉方未能支付货币评估，申诉方可依据第4款中止适用对被诉方的利益。

第二十二条第十四款：合规审查

1. 在不影响第22.13条第3款所规定程序的前提下，如缔约方
被诉方认为其已消除专家组认定的不一致或利益丧失或

impairment that the panel has found, it may refer the matter to the panel by providing written notice to the complaining Party. The panel shall reconvene as soon as possible after delivery of the request and shall issue its report on the matter within 90 days after the Party complained against provides notice.

2. If the panel decides that the Party complained against has eliminated the non-conformity or the nullification or impairment, the complaining Party shall promptly reinstate any benefits it has suspended under Article 22.13, and the Party complained against shall no longer be required to pay any monetary assessment it has agreed to pay under Article 22.13.5.

ARTICLE 22.15: FIVE-YEAR REVIEW

The Joint Committee shall review the operation and effectiveness of Article 22.13 not later than five years after the date this Agreement enters into force, or within six months after benefits have been suspended or monetary assessments have been paid in five proceedings initiated under this Chapter, whichever occurs first.

Section C: Domestic Proceedings and Private Commercial Dispute Settlement

ARTICLE 22.16: PRIVATE RIGHTS

Neither Party may provide for a right of action under its law against the other Party on the ground that a measure of the other Party is inconsistent with this Agreement.

ARTICLE 22.17: ALTERNATIVE DISPUTE RESOLUTION

1. Each Party shall, to the maximum extent possible, 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 *United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards*, done at New York, June 10, 1958.

减损，可向申诉方提交书面通知将事项提交专家组。专家组应在收到请求后尽快重新召集，并于被诉方发出通知后90天内就该事项提交报告。

2. 如专家组认定被诉方已消除不符之处或利益丧失或减损，申诉方应立即恢复其根据第22.13条中止的任何利益，且被诉方无需再支付其根据第22.13.5条同意支付的任何货币评估。

第22.15条：五年审议

联合委员会应在本协定生效之日起五年内，或根据本章启动的五次程序中首次出现利益被中止或货币评估已支付情形后的六个月内（以先发生者为准），审议第22.13条的实施情况及有效性。

C部分：国内程序与私人商业争端解决

第22.16条：私人权利

任何一方不得因其法律规定的诉权，以另一方措施与本协定不符为由对该另一方提起诉讼。

第22.17条：替代性争议解决

1. 各缔约方应尽最大可能鼓励并便利使用仲裁及其他替代性争议解决方式，以解决根据第1.1条（自由贸易区的建立）所建立的自由贸易区内私人缔约方之间的国际商业争议。

2. 为此目的，各缔约方应提供适当程序，以确保遵守仲裁协议，并对此类争议中的仲裁裁决予以承认和执行。

3. 如一缔约方为1958年6月10日在纽约签订的《联合国承认及执行外国仲裁裁决公约》的缔约方且遵守该公约，则应被视为遵守第2款。

ANNEX 22-A
ALTERNATIVE PROCEDURES FOR DISPUTES CONCERNING MOTOR VEHICLES

With respect to any matter described in Article 22.4 that relates to motor vehicles, a Party may initiate the dispute settlement procedures set out in this Annex in lieu of the procedures provided for in Articles 22.7 through 22.13.

Unless the Parties otherwise agree:

1. The complaining Party may refer the matter to the Joint Committee by delivering written notification to the Party complained against. The Joint Committee shall promptly meet and endeavor to resolve the matter.

2. If the Joint Committee has not resolved the matter within 30 days after delivery of the notification described in paragraph 1, the complaining Party may notify the Party complained against in writing that it is referring the matter to a dispute settlement panel.

3. Within seven days after the complaining Party delivers written notice under paragraph 2, the Parties shall meet and select by lot from the contingent list established in Article 22.9.3 one national of each Party to serve as panelists and one person who is not a national of either Party to serve as chair of the panel. If an individual selected by lot is unable to serve on the panel, the Parties shall promptly meet to select a replacement by lot. The panel shall be deemed to be established once panel selection is complete.

4. The procedures provided for in Articles 22.10 and 22.11 shall apply to panel proceedings under this Annex, except that:

   (a) the panel shall also make a determination as to whether the non-conformity or the nullification or impairment, if any, has materially affected the sale, offering for sale, purchase, transportation, distribution, or use of originating goods of the complaining Party;

   (b) the panel shall present an initial report on the matter to the Parties within 120 days after the panel is established;

   (c) each Party may submit written comments to the panel on its initial report within seven days of the presentation of the report; and

   (d) the panel shall present its final report within 21 days after it presents its initial report.

5. If, in its final report, the panel determines that:

对于与机动车辆相关的第22.4条所述任何事项，一缔约方可启动本附件规定的争端解决程序，以替代第22.7条至第22.13条规定的程序。

除非缔约方另有约定：

1. 申诉方可向被诉方提交书面通知，将事项提交联合委员会。联合委员会应立即召开会议并努力解决该事项。2. 若联合委员会未在第1款所述通知送达后30日内解决该事项，申诉方可书面通知被诉方其正将事项提交争端解决专家组。3. 申诉方根据第2款提交书面通知后七日内，缔约方应召开会议并从第22.9.3条设立的预备名单中抽签选出各方一名国民担任专家组成员，并选出一名非任一缔约方国民的人士担任小组主席。若抽中人员无法履职，缔约方应立即召开会议抽签选出替代人员。专家组人员选定完成后即视为专家组已成立。4. 第22.10条和第22.11条规定的程序应适用于本附件项下的专家组程序，但下列情况除外：(a) 专家组还应判定不合规情形或利益丧失或减损（如存在）是否已对申诉方原产货物的销售、标价销售、购买、运输、分销或使用造成实质性影响；(b) 专家组应于成立后120日内向缔约方提交关于该事项的初步报告；(c) 各缔约方可于初步报告提交后七日内向专家组提交书面意见；(d) 专家组应于提交初步报告后21日内提交最终报告。

5. 如专家组在其最终报告中确定：

(a) the Party complained against has not conformed with its obligations under this Agreement or that its measure is causing nullification or impairment in the sense of Article 22.4(c); and

(b) the non-conformity or the nullification or impairment that the panel has found has materially affected the sale, offering for sale, purchase, transportation, distribution, or use of originating goods of the complaining Party,[5]

the complaining Party may increase the rate of customs duty on originating goods under tariff heading 8703 to a level not to exceed its prevailing most-favored-nation applied rate of duty on those goods.

6. If the complaining Party has increased duties pursuant to paragraph 5, it shall rescind the increased duties when the Party complained against has eliminated the non-conformity or the nullification or impairment.

7. The Party complained against may deliver a request in writing to the complaining Party to reconvene the panel if it considers that the complaining Party has failed to rescind the increased duties in conformity with paragraph 6. The panel shall reconvene as soon as possible after delivery of the request and shall present its determination to the Parties within 90 days after it reconvenes. If the panel decides that the Party complained against has eliminated the non-conformity or the nullification or impairment, the complaining Party shall promptly rescind the increased duties.

8. The procedures set forth in this Annex shall terminate ten years after the date this Agreement enters into force, provided that no panel established under this Annex during that period has determined that a Party has failed to conform with its obligations under this Agreement or that a Party's measure has caused nullification or impairment in the sense of Article 22.4(c).

[5] If the panel determines that the non-conformity or the nullification or impairment that the panel has found has not materially affected the sale, offering for sale, purchase, transportation, distribution, or use of originating goods of the complaining Party, the procedures provided for in Articles 22.12 and 22.13 shall apply.

(a) 被诉方未遵守其在本协定项下的义务，或其措施导致第22.4(c)条意义上的利益丧失或减损；且

(b) 专家组认定的不一致或利益丧失或减损已对申诉方原产货物的销售、标价销售、购买、运输、分销或使用造成实质性影响[5]

申诉方可将8703税目下原产货物的关税税率提高至不超过其对同类货物适用的现行最惠国税率水平。

6. 若申诉方已依据第5款提高关税，当被诉方消除不一致或利益丧失或减损时，申诉方应取消该加征关税。

7. 若被诉方认为申诉方未依照第6款取消加征关税，可向申诉方提交书面请求要求重新召集专家组。专家组应于收到请求后尽快重新召集，并在重新召集后90天内向缔约方提交裁决结果。如专家组认定被诉方已消除不一致或利益丧失或减损，申诉方应立即取消加征关税。

8. 本附件规定的程序应于本协定生效之日起十年后终止，前提是在此期间内根据本附件设立的专家组未裁定某一缔约方未能遵守其在本协定项下的义务，或某一缔约方的措施导致第22.4(c)条意义上的利益丧失或减损。

[5] 如果专家组认定其发现的不一致或利益丧失或减损未对申诉方原产货物的销售、标价销售、购买、运输、分销或使用产生实质性影响，则应适用第22.12条和第22.13条规定的程序。

ANNEX 22-B
COMMITTEE ON OUTWARD PROCESSING ZONES ON THE KOREAN PENINSULA

1. Recognizing the Republic of Korea's constitutional mandate and security interests, and the corresponding interests of the United States, the Parties shall establish a Committee on Outward Processing Zones on the Korean Peninsula. The Committee shall review whether conditions on the Korean Peninsula are appropriate for further economic development through the establishment and development of outward processing zones.

2. The Committee shall be comprised of officials of each Party. The Committee shall meet on the first anniversary of the entry into force of the Agreement and at least once annually thereafter, or at any time as mutually agreed.

3. The Committee shall identify geographic areas that may be designated outward processing zones. The Committee shall establish criteria that must be met before goods from any outward processing zone may be considered originating goods for the purposes of this Agreement, including but not limited to: progress toward the denuclearization of the Korean Peninsula; the impact of the outward processing zones on intra-Korean relations; and the environmental standards, labor standards and practices, wage practices and business and management practices prevailing in the outward processing zone, with due reference to the situation prevailing elsewhere in the local economy and the relevant international norms.

4. The Committee shall determine whether any such outward processing zone has met the criteria established by the Committee. The Committee shall also establish a maximum threshold for the value of the total input of the originating final good that may be added within the geographic area of the outward processing zone.

5. Decisions reached by the unified consent of the Committee shall be recommended to the Parties, which shall be responsible for seeking legislative approval for any amendments to the Agreement with respect to outward processing zones.

1. 鉴于大韩民国的宪法授权和安全利益，以及美国的相应利益，缔约方应设立朝鲜半岛境外加工区委员会。该委员会应审查朝鲜半岛的条件是否适合通过建立和发展境外加工区来进一步促进经济发展。

2. 委员会应由各缔约方官员组成。委员会应在本协定生效一周年之际召开会议，此后至少每年召开一次，或经双方协商一致随时召开。

3. 委员会应确定可被指定为境外加工区的地理区域。委员会应制定标准，在满足这些标准后，来自任何境外加工区的货物方可被视为本协定项下的原产货物，包括但不限于：朝鲜半岛无核化进展；境外加工区对韩朝关系的影响；以及境外加工区内普遍实施的环境标准、劳工标准与实践、工资实践及商业和管理实践，并适当参考当地经济其他区域的普遍状况及相关国际规范。

4. 委员会应判定任何此类境外加工区是否满足其制定的标准。委员会还应设定原产最终产品总投入价值的最高阈值，该价值可在境外加工区地理区域内增加。

5. 委员会以一致同意方式达成的决定应推荐给缔约方，缔约方负责就协议中关于境外加工区的任何修正案寻求立法批准。

ANNEX 22-C
FISHERIES COMMITTEE

1. The Parties hereby establish a Fisheries Committee, comprising representatives of each Party, to promote cooperation between the Parties regarding fisheries matters.

2. The Committee shall discuss:

(a) each Party's policies on commercial activities within its Exclusive Economic Zones;

(b) cooperation on scientific research on fisheries matters of mutual concern; and

(c) global fisheries issues of mutual concern.

3. The Committee shall meet within one year after the date this Agreement enters into force and annually thereafter unless the Parties otherwise agree. The Committee shall inform the Joint Committee of the results of each meeting.

1. 缔约方特此设立一个渔业委员会，由各缔约方代表组成，以促进缔约方之间在渔业事务上的合作。

2. 委员会应讨论：

(a) 各缔约方在其专属经济区内商业活动的政策；(b) 就共同关切的渔业事务开展科学研究合作；以及(c) 共同关切的全球渔业问题。

3. 委员会应于本协定生效之日起一年内召开会议，此后每年召开一次，除非缔约方另有约定。委员会应向联合委员会通报每次会议的成果。