

- (b) Subcommittee on Origin Procedures (Article 3.31).

3. Other bodies established are the:

- (a) Labour Ministerial Council (Article 13.9); and
- (b) Committee on the Environment (Article 12.16).

4. Contact points are established by:

- (a) Chapter 2 (National Treatment and Market Access, Article 3(i) of Annex 2-B (Tariff Elimination);
- (b) Chapter 6 (Sanitary and Phytosanitary Measures), Article 6.3 (Sanitary and Phytosanitary Contact Points);
- (c) Chapter 7 (Technical Barriers to Trade), Article 7.8 (Chapter Contact Points);
- (d) Chapter 11 (Intellectual Property), Article 11.11 (Designation of Contact Points);
- (e) Chapter 12 (Environment), Article 12.12 (National Contact Point);
- (f) Chapter 13 (Labour), Article 13.10 (National Mechanisms); and
- (g) Chapter 15 (Trade Related Cooperation), Article 15.2 (Contact Points)

Chapter 17: Dispute Settlement

- (b) 原产地程序小组委员会（第3.31条）。

3. 设立的其他机构包括：

- (a) 劳工部长理事会（第13.9条）；及
- (b) 环境委员会（第12.16条）。4. 联络点由以下机构设立：
 - (a) 第二章（国民待遇与市场准入），附件2-B第3(i)条（关税消除）；
 - (b) 第六章（卫生与植物卫生措施），第6.3条（卫生与植物卫生联络点）；
 - (c) 第七章（技术性贸易壁垒），第7.8条（章节联络点）；
 - (d) 第11章（知识产权），第11.11条（联络点的指定）；
 - (e) 第12章（环境），第12.12条（国家联络点）；
 - (f) 第13章（劳工），第13.10条（国家机制）；及
 - (g) 第15章（贸易相关合作），第15.2条（联络点）

第十七章：争端解决

Section A – State to State Dispute Settlement

Article 17.1: Definitions

For the purposes of this Chapter:

complaining Party means a Party that requests the establishment of a panel under Article 17.7;

panel means a panel established under Article 17.7; and

Party complained against means the Party that receives the request for the establishment of a panel under Article 17.7.

Article 17.2: Cooperation

The Parties shall endeavour to come to an understanding on the interpretation and application of this Agreement, and attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of a matter that may affect its operation.

Article 17.3: Scope and Coverage

1. Except for matters arising under Chapters 6 (Sanitary and Phytosanitary Measures), 11 (Intellectual Property), 12 (Environment) and 13 (Labour), 15 (Trade Related Cooperation) and Article 9.2 of Chapter 9 (Competition Policy, Monopolies and State Enterprises) and as otherwise provided under this Agreement, the

A部分 - 国家间争端解决

第17.1条：定义

就本章节而言：

申诉方指根据第17.7条请求设立专家组的缔约方；

专家组指根据第17.7条设立的专家组；且

被诉方指收到根据第17.7条设立专家组请求的缔约方。

第17.2条：合作

缔约方应努力就本协定的解释和申请达成谅解，并通过合作和磋商尝试就可能影响其运作的事项达成双方满意的解决方案。

第17.3条：范围和覆盖

1. 除第6章（卫生与植物卫生措施）、第11章（知识产权）、第12章（环境）和第13章（劳工）、第15章（贸易相关合作）以及第9章（竞争政策、垄断和国有企业）第9.2条所涉事项及本协定另有规定外，

dispute settlement provisions of this Chapter apply with respect to the settlement of disputes between the Parties regarding the interpretation or application of this Agreement or wherever a Party considers that:

- (a) an actual or proposed measure of the other Party is or would be inconsistent with one of its obligations under this Agreement;*
- (b) the other Party has otherwise failed to carry out one of its obligations under this Agreement; or*
- (c) there is nullification or impairment within the meaning of Annex 17-A (Nullification and Impairment).*

2. Annex 17-B (Dispute Settlement for Anti-Corruption) applies to a dispute arising under Section B of Chapter 14 (Transparency). Except as set out in the Annex 17-B, Articles 17.4 through 17.14 do not apply to that dispute.

Article 17.4: Choice of Forum

1. Subject to paragraph 2, a dispute regarding a matter arising under both this Agreement and the WTO Agreement or any other free trade agreement to which both Parties are party may be settled in a forum designated under the terms of one of these agreements at the discretion of the complaining Party.

本章的争端解决条款适用于缔约方之间关于本协定解释或适用的争端解决，或当一缔约方认为：

- (a) 另一方实际采取或拟议的某项措施与本协定项下其某项义务不一致或将会不一致；
- (b) 另一方以其他方式未能履行本协定项下其某项义务；或
- (c) 存在附件17-A（无效与减损）所指的利益丧失或减损。

2. 附件17-B（反腐败争端解决）适用于第十四章B节（透明度）项下产生的争端。除附件17-B另有规定外，第17.4条至第17.14条不适用于该争端。

第17.4条：论坛选择

1. 在第2款的规定下，对于同时涉及本协定和WTO协议或双方均为缔约方的任何其他自由贸易协议的争端，可由申诉方自行选择根据其中一项协议的条款指定的论坛进行解决。

2. Notwithstanding paragraph 1, if a Party complained against claims that a measure is subject to Article 1.3 (Relation to Environmental and Conservation Agreements) and requests in writing that the matter be considered under this Agreement, the complaining Party may resort only to the dispute settlement procedures 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 17.5: Consultations

1. A Party may request, in writing, consultations with the other Party regarding a matter referred to in Article 17.3.
2. The Party requesting consultations shall deliver the request to the other Party, setting out the reasons for the request, identifying the measure or matter at issue under Article 17.3 and indicating the legal basis for the complaint.
3. Subject to paragraph 4, the Parties, unless they otherwise decide, shall enter into consultations within 30 days of the date of receipt of the request by the other Party.

2. 尽管有第1款的规定，如果被诉方主张某项措施受第1.3条（与环境与保护协定的关系）约束，并以书面形式请求根据本协定处理该事项，则申诉方只能诉诸本协定下的争端解决程序。

3. 如申诉方根据第1款所述协议请求设立争端解决专家组，则应使用所选定的争端解决场所，并排除另一场所的使用，除非被诉方根据第2款提出请求。

第17.5条：磋商

1. 一缔约方可就第17.3条所述事项以书面形式请求与另一方进行磋商。
2. 请求磋商的缔约方应向另一方提交请求，说明请求的理由，指明第17.3条项下有争议的措施或事项，并表明申诉的法律依据。
3. 在第4款的约束下，缔约方除非另有决定，应在另一方收到请求之日起30天内进行磋商。

4. In urgent cases, including those involving a good or service that rapidly loses its trade value, such as perishable goods, consultations shall commence within 15 days of the date of receipt of the request by the other Party.

5. The requesting Party may request that the other Party make available personnel of its governmental agencies or other regulatory bodies with expertise in the subject matter of the consultations.

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

- (a) provide sufficient information for a full examination of the measure or matter at issue; and
- (b) treat as confidential any information, including proprietary information, received in the course of consultations that is designated as confidential by the Party providing the information.

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

8. Consultations may be held in person or by another means that the Parties decide.

Article 17.6: Good Offices, Conciliation and Mediation

4. 在紧急情况下，包括涉及商品或服务（如易腐货物）迅速丧失贸易价值的情形，磋商应在另一方收到请求之日起15天内开始。

5. 请求方可请求另一方提供其政府机构或其他监管机构中具备磋商主题事项专业知识的专业人员。

6. 缔约方应尝试通过本条项下的磋商就事项达成双方满意的解决方案。为此，每一方应：

- (a) 提供充分信息以便全面审查争议措施或事项；及
- (b) 对磋商过程中收到的任何信息（包括提供信息的缔约方指定为保密的专有信息）予以保密。

7. 磋商应保密且不影响缔约方在本章节程序中的权利。

8. 磋商可当面进行或通过缔约方商定的其他方式进行。

第17.6条：斡旋、调解和调停

- 1. The Parties, at any time, may decide to undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation.
- 2. The Parties shall conduct alternative methods of dispute resolution according to procedures on which they decide.
- 3. Either Party, at any time, may begin, suspend or terminate proceedings established under this Article.
- 4. Proceedings involving good offices, conciliation and mediation are confidential and without prejudice to the rights of the Parties in other proceedings.

Article 17.7: Establishment of a Panel

- 1. Unless the Parties decide otherwise, the complaining Party may refer the matter to a dispute settlement panel if a matter referred to in Article 17.5 has not been resolved:
 - (a) within 45 days of the date of receipt of the request for consultations; or
 - (b) within 25 days of the date of receipt of the request for consultations for matters referred to in Article 17.5(4).
- 2. The complaining Party shall deliver the written request for panel establishment to the Party complained against, indicating the reason

- 1. 缔约方可随时决定采用替代性争端解决方法，如斡旋、调解或调停。
- 2. 缔约方应按照其决定的程序进行替代性争端解决方法。
- 3. 任一缔约方可随时开始、暂停或终止根据本条设立的程序。
- 4. 涉及斡旋、调解和调停的程序应保密，且不影响缔约方在其他程序中的权利。

第17.7条：专家组的设立

- 1. 除非缔约方另有决定，若第17.5条所述事项未获解决，申诉方可将该事项提交争端解决专家组：
 - (a) 自收到磋商请求之日起45天内；或
 - (b) 对于第17.5条第4款所述事项，自收到磋商请求之日起25天内。
- 2. 申诉方应向被诉方提交设立专家组的书面请求，说明请求的理由，

for the request, identifying the specific measure or other matter at issue, and providing a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

Article 17.8: Panel Selection

1. The panel shall consist of three panellists.
2. Within 30 days of receiving the request to establish a panel, each Party shall notify the other Party of its appointment of a panellist, and propose up to four candidates to serve as the chair of the panel. If a Party fails to appoint a panellist within this time, the panellist shall be selected by the other Party from the candidates proposed for the chair.
3. The Parties, within 45 days of the date of receipt of the request for panel establishment, shall endeavour to select a panellist who will serve as chair from among the candidates proposed. If the Parties fail to select a chair within this time period, within a further 7 days the chair shall be selected randomly from the candidates proposed.
4. If a panellist appointed by a Party withdraws, is removed or becomes unable to serve, a replacement shall be appointed by that Party within 30 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 2.

指明争议的具体措施或其他事项，并提供申诉法律依据的简要概述，以便清楚地阐明问题。

第17.8条：专家组选择

1. 专家组应由三名专家组成员组成。
2. 在收到设立专家组的请求后30天内，每一方应通知另一方其任命的专家组成员，并提出最多四名候选人担任专家组主席。如果一方未能在该期限内任命专家组成员，则该专家组成员应由另一方从主席候选人中选定。
3. 缔约方应在收到设立专家组的请求之日起45天内，尽力从提议的候选人中选出一名担任主席的专家组成员。若缔约方未能在此时限内选出主席，则应在随后的7天内从提议的候选人中随机选出主席。4. 若由某一缔约方任命的专家组成员退出、被撤换或无法履职，该缔约方应在30天内任命替代人选，否则将根据第2款第二句的规定任命替代人选。

5. If the chair of the panel withdraws, is removed or becomes unable to serve, the Parties shall endeavour to decide on the appointment of a replacement within 30 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 3.

6. If an appointment pursuant to paragraph 4 or 5 requires selecting from the list of candidates proposed for chair and there are no remaining candidates, each Party shall propose up to 3 additional candidates within 30 days and, within 7 days of that deadline, the panellist or the chair, as the case may be, shall be selected randomly from the candidates proposed.

7. A time limit applicable to the proceeding is suspended as of the date the panellist withdraws, is removed or becomes unable to serve, and resumes on the date that the replacement is selected.

Article 17.9: Qualifications of Panellists

Each panellist shall:

- (a) have expertise or experience in law, international trade or 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;

5. 若专家组主席退出、被撤换或无法履职，缔约方应尽力在30天内决定任命替代人选，否则将根据第3款第二句的规定任命替代人选。6. 若根据第4款或第5款进行的任命需从主席候选人名单中遴选且无剩余候选人时，每一缔约方应在30天内提出最多3名额外候选人，并在该截止日期后的7天内，视情况从提议的候选人中随机选出专家组成员或主席。

7. 适用于该程序的时限自专家组成员退出、被撤换或无法履职之日起中止，并于选定替代人选之日起恢复计算。

第17.9条：专家组成员资格

每位专家组成员应：

- (a) 在法律、国际贸易或本协定涵盖的其他事项方面具有专业知识或经验，或在解决国际贸易协定下产生的争端方面具有专长；
- (b) 严格基于客观性、可靠性和合理判断进行遴选；

- (c) *be independent of, and not be affiliated with or take instructions from, either Party;*
- (d) *not be a national of a Party, nor have their usual place of residence in the territory of a Party, nor be employed by either of them;*
- (e) *comply with a Code of Conduct that the Joint Commission shall approve at its first session following the entry into force of this Agreement; and*
- (f) *not have been involved in an alternative dispute settlement proceeding referred to in Article 17.6 regarding the same dispute.*

Article 17.10: Rules of Procedure

1. *A panel shall follow the provisions of this Chapter, including Annex 17-C (Rules of Procedure). A panel, in consultation with the Parties, may establish supplementary rules of procedure that do not conflict with the provisions of this Chapter.*

2. *Unless the Parties decide otherwise, the rules of procedure shall ensure that:*

- (a) *each Party has the opportunity to provide initial and rebuttal written submissions;*

- (c) 独立于任一缔约方，且不与任一缔约方存在附属关系或接受其指示；
- (d) 不得为缔约方国民，通常居住地不得位于缔约方领土内，亦不得受雇于任一缔约方；
- (e) 遵守联合委员会在本协定生效后首次会议上核准的行为准则；及
- (f) 未曾参与过第17.6条所述涉及同一争端的替代性争端解决程序。

第17.10条：程序规则

1. 专家组应遵循本章规定，包括附件17-C（程序规则）。专家组在与缔约方协商后，可制定不违反本章规定的补充程序规则。

2. 除非缔约方另有决定，程序规则应确保：

- (a) 每一方有机会提供初始和反驳书面陈述；

- (b) the Parties have the right to at least one hearing before the panel; subject to subparagraph (g) these hearings shall be open to the public;
- (c) the Parties have the right to present and receive written submissions and oral arguments in any of the Parties' official languages;
- (d) all submissions and comments made to the panel are available to the other Party;
- (e) a Party makes available to the public either Party's written submissions, transcripts of oral statements and written responses to requests or questions from the panel, subject to subparagraph (g);
- (f) the panel allows a non-governmental person of a Party to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties; and
- (g) information designated by either Party for confidential treatment is protected.

3. Unless the Parties decide otherwise, within 15 days of the date of receipt of the request for panel establishment, the terms of reference of the panel shall be:

- (b) 缔约方有权在专家组面前举行至少一次听证会；在遵守(g)项的前提下，这些听证会应向公众开放；
- (c) 缔约方有权以任何缔约方的官方语言提交和接收书面陈述及口头辩论；
- (d) 向专家组提交的所有材料和评论均对另一方开放；
- (e) 一缔约方应将双方的书面陈述、口头陈述笔录以及对专家组请求或问题的书面答复向公众公开，但需遵守(g)项规定；
- (f) 专家组应允许缔约方的非政府人士就争端提供书面意见，以协助专家组评估缔约方的提交材料和论点；以及
- (g) 任何一方指定为保密处理的信息均应受到保护。

3. 除非缔约方另有决定，在收到设立专家组的请求之日起15天内，专家组的职权范围应为：

- “To examine, in the light of the relevant provisions of the Agreement, the matter referred to in the request for the establishment of the panel and to make findings, determinations and recommendations as provided in Article 17.11.”

4. If the complaining Party claims that a benefit has been nullified or impaired within the meaning of Annex 17-A, the terms of reference shall so indicate.

5. If a Party so requests, the terms of reference of a panel shall include determining the degree of adverse trade effects on a Party of a measure found:

- (a) to be inconsistent with an obligation in the Agreement; or
- (b) to have caused nullification or impairment within the meaning of Annex 17-A.

6. At the request of a Party, or on its own initiative, the panel may seek information and technical advice from a person or body it deems appropriate, subject to those terms and conditions that the Parties may decide upon.

7. The panel may rule on its own jurisdiction.

8. The panel may delegate to the chair authority to make administrative and procedural decisions.

- “根据协议的相关规定，审查设立专家组请求中提及的事项，并根据第17.11条作出调查结果、决定和建议。”

4. 如申诉方声称某项利益已根据附件17-A的含义丧失或减损，则职权范围中应予以说明。

5. 如一缔约方提出请求，专家组的职权范围应包括确定被认定存在以下情形的措施对该缔约方造成的不利贸易影响程度：

- (a) 违反协议中的义务；或
- (b) 根据附件17-A的含义导致利益丧失或减损。

6. 应一缔约方请求或主动提议，专家组可向其认为适当的个人或机构寻求信息和技术建议，但须遵守缔约方可能商定的条款和条件。

7. 专家组可对其自身管辖权作出裁定。

8. 专家组可授权主席作出行政和程序性决定。

9. The panel, in consultation with the Parties, may modify a time period applicable in the panel proceedings and make other procedural or administrative adjustments required for the fairness or efficiency of the proceeding.

10. Findings, determinations and recommendations of the panel under Article 17.11 shall be made by a majority of its members.

11. Panellists may furnish separate opinions on matters not unanimously agreed. A panel may not disclose which panellists are associated with majority or minority opinions.

12. Unless the Parties decide otherwise, the expenses of the panel, including the remuneration of the panellists, shall be borne in equal shares by the Parties.

Article 17.11: Panel Reports

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

2. The panel shall base its reports on the provisions of this Agreement applied and interpreted in accordance with the rules of interpretation of public international law, the submissions and arguments of the Parties and information and technical advice before it under the provisions of this Chapter.

9. 专家组在与缔约方磋商后，可修改专家组程序中适用的时限，并作出其他为确保程序的公平性或效率所需的程序性或行政性调整。

10. 根据第17.11条，专家组的调查结果、决定和建议应由其成员的多数作

11. 专家组成员可就未达成一致意见的事项提出单独意见。专家组不得披露哪些成员与多数或少数意见相关。

12. 除非缔约方另有决定，专家组的费用，包括专家组成员的报酬，应由缔约方均摊。

第17.11条：专家组报告

1. 除非缔约方另有决定，专家组应根据本章规定发布报告。

2. 专家组应根据本协定的规定，按照国际公法的解释规则进行适用和解释，并基于缔约方提交的材料和论点以及本章规定下的信息和技术建议，编写其报告。

3. The panel shall issue an initial report to the Parties within 120 days of the selection of the last panellist. This report shall contain:

- (a) findings of fact;
- (b) a determination as to whether the Party complained against has conformed with its obligations under this Agreement and any other finding or determination requested in the terms of reference; and
- (c) a recommendation for resolution of the dispute, if requested by a Party.

4. Notwithstanding Article 17.10, the initial report of the panel shall be confidential.

5. A Party may submit written comments to the panel on its initial report, subject to time limits that may be set by the panel. After considering those comments, the panel, on its own initiative or on the request of a Party, may:

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

3. 专家组应在最后一名专家组成员选定后120天内向缔约方提交初步报告。该报告应属

- (a) 事实认定;
- (b) 关于被诉方是否遵守其在本协定下义务的裁定, 以及职权范围中要求的任何其他认定或裁定; 及
- (c) 争端解决建议(如缔约方提出请求)。

4. 尽管有第17.10条规定, 专家组的初步报告应保密。

5. 缔约方可就专家组的初步报告向其提交书面意见, 但须遵守专家组可能设定的时限。专家组在考虑这些意见后, 可主动或应缔约方请求:

- (a) 征求一缔约方的意见; • (b) 重新审议其报告; 或 • (c) 进行其认为适当的进一步审查。

6. The panel shall present to the Parties a final report within 30 days of presentation of the initial report.

7. Unless the Parties decide otherwise, the final report of the panel may be published by either Party 15 days after it is presented to the Parties, subject to Article 17.10.2(g).

Article 17.12: Implementation of the Final Report

1. On receipt of the final report of a panel, the Parties shall decide on the resolution of the dispute. Unless the Parties decide otherwise, the resolution shall conform with a determination or recommendation made by the panel.

2. Whenever possible, the resolution shall be the removal of a measure not conforming to this Agreement or removal of the nullification or impairment within the meaning of Annex 17-A.

3. If the Parties are unable to reach a resolution within 30 days of presentation of the final report, or within another period of time as decided by the Parties, the Party complained against, if so requested by the complaining Party, shall enter into negotiations with a view to determining compensation.

Article 17.13: Non-Implementation – Suspension of Benefits

6. 专家组应在提交初步报告后30天内向缔约方提交最终报告。

7. 除非缔约方另有决定，专家组的最终报告可在提交缔约方15天后由任一缔约方公布，但须遵守第17.10.2(g)条的规定。

第17.12条：最终报告的执行

1. 收到专家组的最终报告后，缔约方应就争端解决作出决定。除非缔约方另有决定，该解决应符合专家组作出的裁定或建议。

2. 在可能的情况下，解决方式应为撤销不符合本协定的措施或消除附件17-A所指的利益丧失或减损。

3. 如果缔约方未能在提交最终报告后30天内或缔约方商定的其他期限内达成解决，被诉方应在申诉方提出请求的情况下，就确定补偿事宜进行谈判。

第17.13条：未执行 – 利益中止

1. The complaining Party, subject to paragraph 4 and following notice to the Party complained against, may suspend the application to the Party complained against of benefits of equivalent effect if:

- (a) in its final report a panel determines that a measure is inconsistent with the obligations of this Agreement or that there is nullification or impairment within the meaning of Annex 17A;
- (b) the Parties have not been able to resolve the dispute to their mutual satisfaction within 30 days of receiving the final report; or
- (c) the Parties fail to decide on compensation within 30 days of the complaining Party's request, if a request was made.

2. The notice referred to in paragraph 1 shall specify the level of benefits that the complaining Party proposes to suspend.

3. In considering which benefits to suspend under paragraph 1:

- (a) the complaining Party should first seek to suspend benefits or other obligations in the same sector affected by the measure or other matter that the panel has found to be inconsistent with an obligation under this Agreement or to have caused nullification or impairment within the meaning of Annex 17-A; and

1. 申诉方在遵守第4段规定并通知被诉方后，可在下列情况下中止对被诉方适用等效利益：

- (a) 专家组在其最终报告中裁定某项措施不符合本协议义务，或存在附件17A所指的利益丧失或减损；
- (b) 缔约方在收到最终报告后30天内未能以双方满意的方式解决争端；或
- (c) 若申诉方提出请求，缔约方未能在申诉方请求后30天内就补偿达成一致。

2. 第1款所述通知应列明申诉方拟中止的利益水平。

3. 在考虑根据第1款中止哪些利益时：

- (a) 申诉方应首先寻求中止专家组已认定违反本协议义务或造成附件17-A所指利益丧失或减损的措施或其他事项所影响的同一部门内的利益或其他义务；且

- (b) the complaining Party that considers it is not practicable or effective to suspend benefits or other obligations in the same sector may suspend benefits in another sector.

4. A Party may only suspend benefits temporarily, and only until the other Party has brought the inconsistent measure or other matter into conformity with this Agreement, including as a result of the panel process described in Article 17.14, or until the time when the Parties arrive at a resolution of the dispute.

5. For the purposes of paragraph 4, “inconsistent measure or other matter” means a measure or other matter found by a panel to be inconsistent with the obligations of this Agreement or otherwise nullifying or impairing benefits within the meaning of Annex 17-A.

Article 17.14: Review of Compliance and Suspension of Benefits

1. A Party may, by written notice to the other Party, request that a panel be reconvened to make a determination regarding:

- (a) whether the level of benefits suspended by a Party under Article 17.13.1 is manifestly excessive; or
- (b) any disagreement as to the existence or consistency with this Agreement of a measure taken to comply with the determinations or recommendations of the previously established panel.

- (b) 若申诉方认为中止同一部门内的利益或其他义务不可行或无效果，则可中止另一部门的利益。

4. 缔约方仅可暂时中止利益，且中止期限仅限于另一方将不一致措施或其他事项调整至符合本协定（包括通过第17.14条所述专家组程序实现合规）之时，或缔约方达成争端解决之时。

5. 就第4款而言，“不一致措施或其他事项”指经专家组裁定不符合本协定义务、或以附件17-A所述方式抵消或减损利益的措施或其他事项。

第17.14条：合规审查与利益中止1. 缔约方可通过向另一方提交书面通知，请求重新召集专家组就以下事项作出裁定：

- (a) 缔约方根据第17.13.1条中止的利益水平是否明显过量；或
- (b) 对为遵守先前成立的专家组的裁定或建议而采取的措施是否存在或是否符合本协定存在任何分歧。

2. In the written notice of the request referred to in paragraph 1, the Party shall identify the specific measure or matter at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

3. The panel shall be reconvened when the other Party receives written notice of the request referred to in paragraph 1. In the event that a panellist is unable to serve on the reconvened panel, they shall be replaced under Article 17.8.4.

4. The provisions of Articles 17.10 and 17.11 apply to procedures adopted and a report issued by a panel reconvened under this Article, with the exception that, subject to Article 17.10.9, the panel shall present an initial report within 60 days of being reconvened if the request concerns only paragraph 1(a), and otherwise within 90 days.

5. A panel reconvened under this Article may include in its report a recommendation, if appropriate, that a suspension of benefits be terminated or that the amount of benefits suspended be modified.

Article 17.15: 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

2. 在第1款所指请求的书面通知中，缔约方应指明争议的具体措施或事项，并提供申诉的法律依据摘要，足以清楚地说明问题。

3. 当另一方收到第1款所述请求的书面通知时，应重新召集专家组。若某位专家组成员无法继续参与重新召集的专家组，则应依照第17.8.4条进行替换。

4. 第17.10条和第17.11条的规定适用于根据本条重新召集的专家组所采纳的程序及发布的报告，但例外情况是：在遵守第17.10.9条的前提下，若请求仅涉及第1款(a)项，专家组应在重新召集后60天内提交初步报告，其他情况下应在90天内提交。5. 根据本条重新召集的专家组可在其报告中酌情建议终止利益中止或修改所中止利益的金额。

第17.15条：司法或行政程序事项的提交

1. 如果在缔约方的国内司法或行政程序中出现了本协定的解释或申请问题，且任一缔约方认为有必要介入，或者如果法院或

administrative body solicits the views of a Party, that Party shall notify the other Party. The Joint Commission shall endeavour to decide on an appropriate response as expeditiously as possible.

2. The Party in whose territory the court or administrative body is located shall submit any interpretation of the Joint Commission to the court or administrative body in accordance with the rules of that forum.

3. If the Joint Commission is unable to decide on the interpretation, a Party may submit its own views to the court or administrative body in accordance with the rules of that forum.

Section B – Other Dispute Settlement

Article 17.16: Private Rights

A Party may not provide a right of action under its domestic law against the other Party on the ground that an act or omission of that Party is inconsistent with this Agreement.

Article 17.17: Alternative Dispute Resolution

1. Each Party shall encourage and facilitate the use of arbitration and other means of alternative dispute resolution to the extent possible in

行政机关征求缔约方的意见，该缔约方应通知另一方。联合委员会应尽快努力决定适当的回应。

2. 法院或行政机关所在领土的缔约方应根据该法庭的规则，将联合委员会的任何解释提交法院或行政机关。

3. 如联合委员会无法就解释作出决定，缔约方可依据该法庭的规则，向法院或行政机关提交其自身意见。

B节 - 其他争端解决

第17.16条：私人权利

一缔约方不得因其行为或不行为违反本协定，而根据其国内法向另一方提供诉讼权利。

第17.17条：替代性争端解决

1.每一方应尽可能鼓励和促进使用仲裁及其他替代性争端解决方式，

order to settle international commercial disputes between private parties in the 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 awards in those disputes.

3. A Party is deemed to comply with paragraph 2 if it is a party to and complies with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958.

Annex 17-A: Nullification or Impairment

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

- (a) Chapter 2 (National Treatment and Market Access), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation), Chapter 5 (Emergency Action) or Chapter 10 (Government Procurement); or*
- (b) Chapter 8 (Electronic Commerce)*

is being nullified or impaired as a result of the application of a measure of the other Party that is not inconsistent with this Agreement, in the sense of Article XXIII:1(b) of the GATT 1994 or Article XX:2 of the

以解决自由贸易区内私人缔约方之间的国际商业争端。

2. 为此，每一方应提供适当程序，以确保遵守仲裁协议及此类争端中裁决的承认与执行。

3. 若缔约方为1958年6月10日在纽约签订的《承认及执行外国仲裁裁决公约》的缔约方且遵守该公约，则视为其符合第2款规定。

附件17-A：利益丧失或减损

1. 若缔约方认为其根据以下条款合理预期可获得的利益：

- (a) 第二章（国民待遇与市场准入）、第三章（原产地规则与原产地程序）、第四章（贸易便利化）、第五章（紧急行动）或第十章（政府采购）；或
- (b) 第八章（电子商务）

因另一方实施与本协定不冲突的措施而导致利益丧失或减损，适用1994年关贸总协定第二十三条第一款(b)项或《政府采购协定》第二十条第二款的规定时，

Annex to the Protocol Amending the Agreement on Government Procurement (hereinafter referred to as the “GPA”), the Party may have recourse to dispute settlement under this Chapter. A panel established under this Chapter shall take into account relevant jurisprudence interpreting Article XXIII:1(b) of the GATT 1994 and Article XX:2 of the GPA.

2. A Party may not invoke paragraph 1(b) or (c) with respect to a measure subject to an exception under Article 18.2 (General Exceptions).

3. A Party may not invoke paragraph 1 with respect to a measure subject to the exception under Article 18.6 (Cultural Industries).

Annex 17-B: Dispute Settlement for Anti-Corruption

Consultations

1. A Party may request consultations with the other Party regarding a matter related to Section B of Chapter 14 (Transparency) by delivering a request in writing to the Agreement Coordinator of the other Party. The Agreement Coordinators shall consult as soon as possible to discuss the matter.

《政府采购协定》修正议定书附件（以下简称“GPA”）的缔约方可援引本章规定的争端解决机制。根据本章设立的专家组应考虑解释1994年关贸总协定第二十三条第一款(b)项和政府采购协定第二十条第二款的相关判例法。

2. 缔约方不得就属于第十八条第二款（一般例外）例外范围的措施援引第1款(b)项或(c)项。

3. 缔约方不得就属于第十八条第六款（文化产业）例外范围的措施援引第1款。

附件17-B：反腐败争端解决

磋商

1. 缔约方可就与第14章B节（透明度）相关的事项，通过向另一缔约方的协定协调员提交书面磋商请求，请求与另一方进行磋商。协定协调员应尽快磋商以讨论该事项。

2. If the Parties fail to resolve the matter within 60 days of delivery of the request for consultations referred to in paragraph 1, and the matter relates to an obligation under Section B of Chapter 14 (Transparency), a Party may request cabinet-level consultations. The Parties shall conduct cabinet-level consultations as soon as possible after the request for those consultations is made.

Review Panel

3. If the Parties fail to resolve the matter within 120 days of delivery of the request for cabinet-level consultations referred to in paragraph 2, the requesting Party may request establishment of a Review Panel by delivering a request in writing to the other Party.

4. Unless the Parties decide otherwise, the terms of reference of the Review Panel shall be:

- “To examine, in the light of the relevant provisions of Section B of Chapter 14 of the Agreement, the matter referred by (name of the complaining Party) as set out in the request for the establishment of the Review Panel and to make determinations and recommendations as provided in paragraph 14.”

5. Unless the Parties decide otherwise, the Review Panel shall conduct its proceedings in accordance with the Rules of Procedure in Annex

2. 若缔约方未能在第1款所述磋商请求提交后60天内解决该事项，且该事项涉及第14章B节（透明度）下的义务，则缔约方可请求进行内阁级磋商。缔约方应在提出内阁级磋商请求后尽快开展此类磋商。

审议小组

3. 若缔约方未能在第2款所述内阁级磋商请求递交后120天内解决该事项，请求方可书面递交请求至另一方，请求设立审议小组。

4. 除非缔约方另有决定，审议小组的职权范围应为：

- “根据协议第14章B节的相关规定，审查（申诉方名称）在设立审议小组请求中所述事项，并依照第14款作出裁定和建议。”

5. 除非缔约方另有决定，审议小组应按照附件中的程序规则进行其程序。

17-C. A Review Panel may establish, in consultation with the Parties, supplementary rules of procedure that do not conflict with the provisions of this Annex.

6. If the Review Panel determines that there has been a violation of an obligation under Section B of Chapter 14 (Transparency), the Parties may decide on a mutually satisfactory action plan to implement the Panel's recommendations. Any action plan agreed upon by the Parties may be made publically available by either Party.

Panel selection

7. A Review Panel shall be composed of three panelists.

8. Panellists shall:

- (a) be chosen on the basis of expertise in anti-corruption matters or other appropriate disciplines, objectivity, reliability and sound judgment;
- (b) be independent of, and not be affiliated with or take instructions from, either Party;
- (c) not have an interest in the review directly, nor be affiliated with a person or organization that has an interest in the review; and

17-C。审查小组可在与缔约方协商后，制定不违反本附件规定的补充程序规则。

6. 如审议小组确定存在第14章B节（透明度）项下的义务违反，缔约方可商定一项相互满意的行动计划，以落实专家组的建议。缔约方商定的任何行动计划可由任一缔约方向公众公开。

专家组选择

7. 审议小组应由三名小组成员组成。

8. 专家组成员应：

- (a) 应根据反腐败事务或其他相关领域的专业知识、客观性、可靠性和合理判断进行选择；
- (b) 应独立于任一缔约方，且不隶属于任一缔约方或接受其指示；
- (c) 不得直接参与审查的利益，也不得隶属于与审查有利益的个人或组织；且

- (d) comply with the Code of Conduct referred to in Article 17.9(e).

Panel selection procedures

9. Each Party shall, within 20 days of delivery of the request referred to in paragraph 3, appoint a panellist, propose up to four candidates that are not nationals of either Party to serve as the chair of the Review Panel, and notify the other Party in writing of the appointment and its proposed candidates to serve as chair.

10. If a Party fails to appoint a panelist within this time, the other Party shall select the panellist from among qualified individuals who are nationals of the Party that has failed to select its panellist.

11. The Parties shall, within 30 days after the date of receipt of the request for panel establishment, endeavour to decide on and appoint a chair. If the Parties fail to decide on the chair within this time, within a further seven days the chair shall be selected by lot from among the candidates proposed.

12. If either Party believes that a panelist is in violation of the Code of Conduct referred to in Article 17.9(e), the Parties shall consult and, if they agree, the panelist shall be removed and a new panelist shall be selected in accordance with the procedures set out in paragraphs 9 to

- (d) 遵守第17.9(e)条所述的行为准则。

专家组遴选程序

9. 每一方应在第3款所指请求送达后20天内任命一名专家组成员，提出最多四名非任一缔约方国民的候选人担任审议小组主席，并以书面形式通知另一方其任命及提议的主席候选人。

10. 如一方未能在此时限内任命专家组成员，另一方应从未能选定其专家组成员之缔约方的国民中符合条件的个人中选任该专家组成员。

11. 缔约方应在收到设立专家组的请求之日起30天内尽力商定并任命主席。如缔约方未能在此时限内商定主席，则应在随后的七天内通过抽签从提议的候选人中选定主席。

12. 如任一缔约方认为小组成员存在违反第17.9(e)条所述《行为准则》的情形，缔约方应进行磋商；若达成一致，则该小组成员应被撤换，并按照第9至11段规定的程序重新选任。

11. The time limits for that selection will run from the date the Parties agree to remove the panelist.

Review Panel Process

Initial Report

13. The Review Panel shall present to the Parties an initial report within 120 days of the selection of the last panelist.

14. The report shall contain:

- (a) findings of fact;
- (b) the Review Panel's determination as to whether there has been a violation of an obligation; and
- (c) if a violation has been found, the Review Panel's recommendations for the resolution of the matter.

Final Report

15. The Parties may provide comments on the initial report within 60 days of its presentation to the Parties.

16. The Review Panel shall present the final report to the Parties within 90 days of providing the initial report.

17. A Party may publish the final report 60 days after it is presented to the Parties.

11. 该选任程序的时限应自缔约方同意撤换小组成员之日起计算。

审议小组程序

初步报告

13. 审议小组应在最后一名小组成员选定后120天内向缔约方提交初步报告。

14. 报告应包含：

- (a) 事实认定；
- (b) 审议小组关于是否存在义务违反的裁定；及
- (c) 如发现违反行为，审议小组关于该事项的解决建议。

最终报告

15. 缔约方可于初步报告提交后60日内就该报告提出评论。

16. 审议小组应在提交初步报告后90日内向缔约方提交最终报告。

17. 缔约方可于最终报告提交给缔约方60天后予以公布。

18. The Parties may decide to modify any time limits set out in this Annex.

19. The Parties shall determine a separate budget for each set of panel proceedings pursuant to this Annex. If the Parties do not decide on a budget, the expenses of the Review Panel will be shared by the Parties equally.

Annex 17-C: Rules of Procedure

Application

1. The following rules of procedure apply to a dispute settlement proceeding under this Chapter, unless the Parties decide otherwise.

Definitions

2. For the purposes of this Annex:

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

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

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

Written Submissions and Other Documents

18. 缔约方可决定修改本附件中规定的任何时限。

19. 缔约方应为本附件项下的每套专家组程序确定单独的预算。若缔约方未就预算达成一致，审议小组的费用将由缔约方均摊。

附件17-C：程序规则

申请

1. 除缔约方另有决定外，下列程序规则适用于本章节下的争端解决程序。定义

2. 就本附件而言：

顾问指缔约方聘请的、就专家组程序向该缔约方提供咨询或协助的**个人**；**法定假日**指所有周六、周日及缔约方为本规则之目的指定的其他假日；且**代表**指缔约方政府部门、机构或其他政府实体的雇员。书面提交和其他文件

3. Each Party shall deliver the original and a minimum of 3 copies of any written submission to the panel and one copy to the Embassy of the other Party. Delivery of submissions and any other document related to the panel proceeding may be made by e-mail or other means of electronic transmission if the Parties so decide. When a Party delivers physical copies of written submissions or any other document related to the panel proceeding, that Party shall also deliver an electronic version of the submissions or other documents.

4. The complaining Party shall deliver an initial written submission no later than 10 days after the date on which the last panellist is appointed. The Party complained against, in turn, shall deliver a written counter-submission no later than 20 days after the date on which the initial written submission of the complaining Party is due.

5. The panel, in consultation with the Parties, shall establish dates for the delivery of the subsequent written rebuttal submissions of the Parties and any other written submissions that the panel and the Parties determine are appropriate.

6. At any time a Party may correct minor errors of a clerical nature in any written submission or other document related to the panel proceeding by delivering a new document clearly indicating the changes.

3. 每一方应向专家组提交书面陈述的原件及至少3份纸质副本，并向另一方的<style id='3'>大使馆</style>提交一份副本。若缔约方同意，可通过电子邮件或其他<style id='3'>电子传输</style>方式提交材料及与专家组程序相关的任何其他文件。当缔约方提交书面陈述或与专家组程序相关的任何其他文件的纸质副本时，该缔约方还应同时提交上述材料或其他文件的<style id='3'>电子版</style>。

4. 申诉方应在最后一名专家组成员任命之日起10日内提交初次书面提交材料。被诉方则应依次在申诉方初次书面提交材料截止之日起20日内提交书面反驳材料。5. 专家组在与缔约方协商后，应确定缔约方后续书面辩驳材料及专家组与缔约方认为适当的其他书面陈述的提交日期。

6. 缔约方可随时通过提交明确标注修改内容的新文件，更正专家组程序中任何书面提交材料或其他文件中的文书性轻微错误。

7. If the last day for delivery of a document falls on a legal holiday observed by either Party or on another day on which the government offices of either Party are closed by order of the government or by force majeure, the document may be delivered on the next business day.

Burden of Proof

8. A complaining Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing that inconsistency. If the Party complained against asserts that a measure is subject to an exception or exemption under this Agreement, it shall have the burden of establishing that the exception or exemption applies.

Written Submission by a Non-Governmental Person

9. A panel, on application, may grant leave to a non-governmental person of a Party to file written submissions. In making its decision to grant leave, the panel shall consider, among other things:

- (a) if the subject matter of the proceeding is of public interest;
- (b) if the non-governmental person has a substantial interest in the proceeding, which requires more than an interest in the development of trade law jurisprudence, the interpretation of the Agreement or the subject matter of the dispute;

7. 若文件提交截止日适逢任一缔约方的法定假日，或因政府命令或不可抗力导致任一缔约方政府机关关闭的其他日期，则该文件可顺延至下一个工作日提交。

举证责任

8. 申诉方主张另一方措施与本协定规定不一致的，应承担证明该不一致的责任。如被诉方主张某项措施属于本协定项下的例外或豁免，则应承担证明该例外或豁免适用的责任。

非政府人士的书面陈述

9. 专家组可应申请，准许缔约方的非政府人士提交书面陈述。在作出是否准许的决定时，专家组尤其应考虑以下因素：

- (a) 若程序的主题事项涉及公共利益；
- (b) 若该非政府人士在程序中拥有实质性利益，且该利益需超越对贸易法判例发展、《协议》解释或争端主题事项的一般关注；

- (c) if the written submission would assist the panel in determining a factual or legal issue related to the proceeding by bringing a perspective, particular knowledge or insight that is different from that of the Parties; and
- (d) submissions by the Parties on the application for leave.

10. If the panel has granted leave to a non-governmental person to file a written submission, the panel shall ensure that:

- (a) the written submission does not introduce new issues to the dispute;
- (b) the written submission is within the terms of reference of the dispute as defined by the Parties;
- (c) the written submission addresses only the issues of fact and law that the non-governmental person described in its application for leave;
- (d) the written submission avoids disrupting the proceeding and preserves the equality of the Parties; and
- (e) the Parties have the opportunity to respond to the written submission.

Role of Experts

- (c) 若书面提交材料能通过提供不同于缔约方的视角、特定知识或见解，协助专家组判定与程序相关的事实或法律问题；且

- (d) 缔约方关于申请许可的提交材料。

10. 如专家组已许可非政府人士提交书面材料，专家组应确保：

- (a) 该书面材料未向争端引入新问题；• (b) 该书面材料在缔约方定义的争端职权范围内；• (c) 该书面材料仅涉及非政府人士在其许可申请中描述的事实和法律问题；• (d) 该书面材料避免干扰程序并保持当事方平等；且• (e) 缔约方有机会对该书面材料作出回应。

专家角色

11. On request of a Party, or on its own initiative, the panel may seek information and technical advice from a person or body that it deems appropriate, subject to paragraphs 12 and 13 and any additional terms and conditions as the Parties may decide. The requirements set out in Article 17.9 apply to the experts or bodies, as appropriate.

12. Before the panel seeks information or technical advice under paragraph 11, it shall:

- (a) notify the Parties of its intention to seek information or technical advice and provide them with an adequate period of time to submit comments; and
- (b) provide the Parties with a copy of information or technical advice received and provide them with an adequate period of time to submit comments.

13. If the panel takes into consideration the information or technical advice received under paragraph 11 for the preparation of its report, it shall also take into consideration comments or observations submitted by the Parties with respect to that information or technical advice.

Operation of Panels

14. The chair shall preside at all of the panel's meetings.

11. 应一缔约方请求或主动提议，专家组可向其认为适当的个人或机构寻求信息和技术建议，但须遵守第12和第13段的规定以及缔约方可能决定的其他条款和条件。第17.9条所列要求应酌情适用于专家或机构。

12. 专家组根据第11款寻求信息或技术建议前，应：

- (a) 将其寻求信息或技术建议的意向通知缔约方，并为其提交意见提供合理期限；及
- (b) 向缔约方提供收到的信息或技术建议副本，并为其提交意见提供合理期限。

13. 若专家组在报告的准备过程中考虑了根据第11款收到的信息或技术建议，则还应考虑缔约方就该信息或技术建议提交的意见或评论。

专家组的运作

14. 主席应主持所有专家组会议。

15. The panel may conduct its business by any appropriate means, including by telephone, facsimile transmission and video or computer links.

16. Only panellists may take part in the deliberations of the panel. The panel, in consultation with the Parties, may employ assistants, interpreters or translators, or stenographers to the extent they may be required for the proceeding, and may permit them to be present during the deliberations. The members of the panel and the persons employed by the panel shall maintain the confidentiality of the panel's deliberations and information that is protected under Article 17.10(g).

17. A panel, in consultation with the Parties, may modify a time period applicable in the panel proceedings and make other procedural or administrative adjustments required in the proceeding.

Hearings

18. The chair shall fix the date and time of the initial hearing and any subsequent hearing in consultation with the Parties and the panellists, and then notify the Parties in writing of those dates and times.

19. Unless the Parties decide otherwise, the location of hearings shall alternate between the territories of the Parties, with the first hearing to take place in the territory of the Party complained against.

15. 专家组可通过任何适当方式处理其事务，包括电话、传真传输及视频或计算机链接。

16. 只有专家组成员可参与专家组的审议。专家组经与缔约方协商，可雇佣助理、口译员或笔译员，或在程序所需范围内雇佣速记员，并允许其列席审议过程。专家组成员及受雇于专家组的人员必须对专家组的审议内容及第17.10(g)条规定的保密信息予以保密。

17. 专家组经与缔约方协商，可修改专家组程序中的适用时限，并对程序所需的程序性或行政性调整作出其他安排。

听证会

18. 主席应在与缔约方及专家组成员协商后，确定初次听证会及后续听证会的日期与时间，并书面通知缔约方相关日程安排。

19. 除非缔约方另有决定，听证会地点应在缔约方领土之间轮换，首次听证会在被诉方领土举行。

20. No later than 5 days before the date of a hearing, each Party shall deliver to the other Party and the panel a list of the names of the persons who will be present at the hearing on behalf of that Party, as well as a list of the other representatives or advisers who will be attending the hearing.

21. Each hearing shall be conducted by the panel in a manner that ensures that the complaining Party and the Party complained against are afforded equal time for arguments, replies and counter-replies.

22. Hearings shall be open to the public, except as necessary to protect information designated by either Party for confidential treatment. The panel, in consultation with the Parties, shall adopt appropriate logistical arrangements and procedures to ensure that hearings are not disrupted by the attendance of the public. Those procedures may include, among other methods, the use of live web-broadcasting or closed-circuit television.

23. The panel shall arrange the preparation of any hearing transcripts and shall deliver a copy of those transcripts to each Party as soon as possible after they are prepared.

Ex Parte Contacts

20. 每一方应不迟于听证会日期前5天，向另一方和专家组提交一份将代表该方出席听证会的个人名单，以及将出席听证会的其他代表或顾问名单。

21. 每一场听证会应由专家组以如下方式主持：确保申诉方和被诉方在陈述论点、答复及反驳时享有同等时间。22. 听证会应向公众开放，除非有必要保护任一方指定需保密处理的信息。专家组应与缔约方协商，采取适当的后勤安排和程序，确保公众的出席不会干扰听证会进行。此类程序可包括但不限于采用网络直播或闭路电视等方式。

23. 专家组应安排准备所有听证会笔录，并应在笔录制作完成后尽快向每一方提供副本。

单方接触

24. A Party may not communicate with the panel without notifying the other Party. The panel shall not communicate with a Party in the absence of, or without notifying, the other Party.

25. A panellist may not discuss an aspect of the substantive subject matter of the proceeding with the Parties in the absence of the other panellists.

Remuneration and Payment of Expenses

26. Each panellist shall keep a record and render a final account to the Parties of their time and expenses, and those of any assistant. The chair of the panel shall keep a record and render a final account to the Parties of all general expenses.

Chapter 18: Exceptions

Article 18.1: Definitions

For the purposes of this Chapter:

competition authority means:

- (a) for Canada, the Commissioner of Competition and includes a successor notified to the other Party through the Coordinators; and

24. 缔约方不得在未通知另一方的情况下与专家组进行沟通。专家组不得在另一方缺席或未通知另一方的情况下与缔约方沟通。

25. 专家组成员不得在其他专家组成员缺席的情况下与缔约方讨论程序实质事项的某个方面。

报酬和费用支付

26. 每位专家组成员应记录并向缔约方提交其时间和费用以及任何助理的时间和费用的最终账目。专家组主席应记录并向缔约方提交所有一般费用的最终账目。

第18章：例外

第18.1条：定义

就本章而言：

竞争主管机关指：

- (a) 对加拿大而言，指竞争事务专员，包括通过协调员通知另一方的继任者；