

CHAPTER 17

CONSULTATIONS AND DISPUTE SETTLEMENT

SECTION A

Introductory Provisions

Article 1

Objectives

The objective of this Chapter is to provide an effective, efficient and transparent process for consultations and settlement of disputes arising under this Agreement.

Article 2

Definitions

For the purposes of this Chapter, the following definitions shall apply unless the context otherwise requires:

- (a) **Complaining Party** means any Party or Parties that request consultations under Article 6 (Consultations);
- (b) **dispute arising under this Agreement** means a complaint made by a Party concerning any measure affecting the operation, implementation or application of this Agreement whereby any benefit accruing to the Complaining Party directly or indirectly under this Agreement is being nullified or impaired, or the attainment of any objective of this Agreement is being impeded, as a result of the failure of the Responding Party to carry out its obligations¹ under this Agreement²;

¹ A failure to carry out its obligations includes application by the Responding Party of any measure which is in conflict with the obligations under this Agreement.

² Non-violation complaints are not permitted under this Agreement.

第17章

磋商与争端解决

第一节

引言条款

第一条

目的

本章的目的是为根据本协议产生的磋商和争议解决提供有效、高效和透明的程序。

第二条

定义

就本章而言，除非上下文另有要求，否则应适用以下定义：

- (a) 投诉方是指根据第6条（磋商）请求磋商的任何一方或多方；
- (b) 根据本协定产生的争端是指一方提出的投诉，该投诉涉及影响本协定运行、实施或应用的任何措施，且由于被诉方未能履行其在本协定项下的义务¹，导致投诉方在本协定项下直接或间接获得的任何利益被取消或损害，或本协定的任何目标被阻碍；

¹ 未能履行其义务包括被诉方采取任何与本协议项下的义务相冲突的措施。 ² 本协议不允许提出不违反协议的投诉。

- (c) **Parties to the dispute** means the Complaining Party and the Responding Party;
- (d) **Responding Party** means any Party to which the request for consultations is made under Article 6 (Consultations); and
- (e) **Third Party** means any Party who has notified its substantial trade interest or substantial interest in the matter pursuant to Article 6.7 (Consultations) or Article 10.1 (Third Parties) respectively.

Article 3
Scope and Coverage

1. Except as otherwise provided in this Agreement, this Chapter shall apply to the avoidance or settlement of disputes arising under this Agreement. This Chapter shall not apply to the settlement of disputes arising under Chapter 5 (Sanitary and Phytosanitary Measures), Chapter 10 (Electronic Commerce), Chapter 12 (Economic Co-operation) and Chapter 14 (Competition).
2. This Chapter shall apply subject to such special and additional provisions on dispute settlement contained in other Chapters of this Agreement.
3. Subject to Article 5 (Choice of Forum), this Chapter is without prejudice to the rights of a Party to have recourse to dispute settlement procedures available under other agreements to which it is a party.
4. This Chapter may be invoked in respect of measures affecting the observance of this Agreement taken by central, regional or local governments or authorities within the territory of a Party.

- (c) 争议各方是指投诉方和被诉方；(d) 被诉方是指根据第6条（磋商）提出的磋商请求的任何一方；以及(e) 第三方是指根据第6.7条（磋商）或第10.1条（第三方）分别通知其重大贸易利益或重大利益的事项的一方。

条款 3 范围和适用范围

1. 除本协议另有规定外，本章适用于根据本协议产生的争议的避免或解决。本章不适用于根据第5章（卫生与植物卫生措施）、第10章（电子商务）、第12章（经济合作）和第14章（竞争）产生的争议的解决。
2. 本章的适用受本协议其他章节中包含的关于争议解决的特殊和附加规定的约束。
3. 在第5条（选择管辖权）的约束下，本章不妨碍一方援引其作为缔约方的其他协议中可用的争议解决程序的权利。
4. 本章可适用于一方领土内中央、区域或地方政府的措施，这些措施影响本协议的遵守。

Article 4
General Provisions

1. This Agreement shall be interpreted in accordance with the customary rules of treaty interpretation of public international law.
2. All notifications, requests and replies made pursuant to this Chapter shall be in writing.
3. The Parties to the dispute are encouraged at every stage of a dispute to make every effort to reach a mutually agreed solution to the dispute. Where a mutually agreed solution is reached, the terms and conditions of the agreement shall be notified to the other Parties.
4. Unless otherwise specified, any time periods provided for in this Chapter may be modified by mutual agreement of the Parties to the dispute provided that any modification shall not prejudice the rights of the Third Parties pursuant to Article 10 (Third Parties).

Article 5
Choice of Forum

1. Where a dispute concerning any matter arises under this Agreement and under another international agreement to which the Parties to the dispute are party, the Complaining Party may select the forum in which to address that matter and that forum shall be used to the exclusion of other possible fora in respect of that matter.
2. For the purposes of this Article, the Complaining Party shall be deemed to have selected the forum in which to settle the dispute when it has requested the establishment of an arbitral tribunal pursuant to Article 8 (Request for Establishment of Arbitral Tribunals) or requested the establishment of, or referred a matter to, a similar dispute settlement panel under another international agreement.

第四条 总则

1. 本协议应根据国际公法中的条约解释习惯规则进行解释。
2. 根据本章发出的所有通知、请求和答复均应采用书面形式。
3. 鼓励争议各方在争议的每个阶段尽一切努力达成争议的双方同意的解决方案。如果达成双方同意的解决方案，协议的条款和条件应通知其他争议各方。
4. 除非另有规定，根据本章提供的任何期限可由争议各方通过相互协议进行修改，但任何修改不得损害根据第十条（第三方）向第三方享有的权利。

第五条 管辖权选择

1. 当争议涉及本协议项下的任何事项，并且争议各方也是另一项国际协议的缔约方时，投诉方可以选择处理该事项的管辖权，该管辖权应被用于排除其他可能的管辖权，就该事项而言。
2. 根据本条款的规定，投诉方在根据第8条（仲裁庭设立请求）请求设立仲裁庭或根据另一项国际协议请求设立或转介争议到类似的争议解决小组时，应被视为已选择了争端解决的管辖权。

3. This Article does not apply where the Parties to the dispute agree in writing that this Article shall not apply to a particular dispute.

SECTION B

Consultation Provisions

Article 6
Consultations

1. Any Party may request consultations with any other Party with respect to any dispute arising under this Agreement. A Responding Party shall accord due consideration to a request for consultations made by a Complaining Party and shall accord adequate opportunity for such consultations.
2. Any request for consultations shall give the reasons for the request, including identification of the measures at issue and an indication of the legal basis for the complaint.
3. A copy of all such requests shall be simultaneously provided to all Parties. The Responding Party shall immediately acknowledge receipt of the request by way of notification to all Parties, indicating the date on which the request was received.
4. The Responding Party shall, unless otherwise mutually agreed, reply to the request within seven days after the date of its receipt and shall enter into consultations within a period of no more than:
 - (a) ten days after the date of receipt of the request in cases of urgency, including perishable goods; or
 - (b) 30 days after the date of receipt of the request for all other matters.

3. 当争议各方书面同意本条款不适用于特定争议时，本条款不适用。

B部分

磋商条款

第6条磋商

1. 任何一方可就根据本协定产生的任何争议，请求与任何其他方磋商。被诉方应当对投诉方提出的磋商请求予以适当考虑，并应给予充分的磋商机会。
2. 任何磋商请求应说明请求的理由，包括说明相关措施并指明投诉的法律依据。
3. 所有此类请求的副本应同时提供给所有方。被诉方应通过通知所有方的方式立即确认收到请求，并注明收到请求的日期。
4. 被诉方应当，除非双方另有约定，在收到请求之日起七天内回复请求，并在不超过的期间内进入磋商：
 - (a) 紧急情况下，包括易腐商品，自收到请求之日起十天内；或 (b) 对于所有其他事项，自收到请求之日起三十天内。

5. If the Responding Party does not enter into consultations within the periods specified in Paragraph 4, or a period otherwise mutually agreed, the Complaining Party may proceed directly to request the establishment of an arbitral tribunal pursuant to Article 8 (Request for Establishment of Arbitral Tribunals).

6. The Parties to the dispute shall make every effort to reach a mutually satisfactory solution through consultations. To this end, the Parties to the dispute shall:

- (a) provide sufficient information to enable a full examination of the matter, including how the measures at issue might affect the implementation or application of this Agreement;
- (b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information; and
- (c) endeavour to make available for the consultations personnel of its government agencies or other regulatory bodies who have responsibility for and/or expertise in the matter under consultation.

7. Whenever a Party other than the Parties to the dispute considers that it has a substantial trade interest in the consultations, such Party may notify the Parties to the dispute within seven days after the notification of the request for consultations, of its desire to be joined in the consultations. Such notification shall be simultaneously provided to all Parties. Such Party shall be joined in the consultations if the Parties to the dispute agree.

5. 如果被诉方未在第四条规定的期限内或双方另行商定的期限内进行磋商，投诉方可以直接根据第8条（仲裁庭设立请求）请求设立仲裁庭。

6. 争议各方应通过磋商尽一切努力达成双方满意的解决方案。为此，争议各方应：

- (a) 提供足够的信息以使事项得到充分审查，包括相关措施可能如何影响本协议的实施或适用；(b) 对在磋商过程中交换的任何机密或专有信息，应以提供信息方的相同方式进行处理；以及(c) 努力为磋商提供其政府机构或其他监管机构中负责并/或精通所咨询事项的人员。

7. 当争议各方之外的任何一方认为其在磋商中具有重大贸易利益时，该方可自磋商请求通知之日起七天内通知争议各方其希望参与磋商的意愿。该通知应同时提供给所有各方。如果争议各方同意，该方应被邀请参与磋商。

Article 7
Good Offices, Conciliation, Mediation

1. The Parties to the dispute may at any time agree to good offices, conciliation or mediation. Procedures for good offices, conciliation or mediation may begin at any time and may be terminated at any time.
2. If the Parties to the dispute agree, procedures for good offices, conciliation or mediation may continue while the matter is being examined by an arbitral tribunal established or re-convened under this Chapter.
3. Proceedings involving good offices, conciliation and mediation and positions taken by the Parties to the dispute during these proceedings shall be confidential and without prejudice to the rights of any Parties to the dispute in any further or other proceedings.

SECTION C
Adjudication Provisions

Article 8
Request for Establishment of Arbitral Tribunals

1. The Complaining Party may request the establishment of an arbitral tribunal to consider the matter if:
 - (a) the Responding Party does not enter into consultations in accordance with Article 6.4 (Consultations); or
 - (b) if the consultations fail to resolve a dispute within:
 - (i) 20 days after the date of receipt of the request for consultations in cases of urgency including perishable goods;

第7条 翰旋、调解、调解

1. 争议各方可随时同意进行翰旋、调解或仲裁。翰旋、调解或仲裁程序可随时开始并随时终止。
2. 如果争议各方同意，本章设立的仲裁庭或重新召集的仲裁庭在审查事项期间，可以继续翰旋、调解或调解的程序。
3. 涉及翰旋、调解和调解的程序以及争议各方在这些程序中采取的立场应保密，且不影响争议各方在任何进一步或其他程序中的权利。

SECTION C
Adjudication Provisions

第8条 仲裁庭设立请求

1. 投诉方可以请求设立仲裁庭来审理该事项，如果：
 - (a) 被诉方未按照第6条4款（磋商）进行磋商；或 (b) 如果磋商未在以下期限内解决争议： (i) 对于包括易腐商品的紧急情况，自收到磋商请求之日起20天内；

- (ii) 60 days after the date of receipt of the request for consultations regarding any other matter; or
- (iii) such other period as the Parties to the dispute may agree.

- 2. A request made pursuant to Paragraph 1 shall identify the specific measures at issue and provide details of the factual and legal basis of the complaint (including the provisions of this Agreement to be addressed by the arbitral tribunal) sufficient to present the problem clearly.
- 3. A copy of all such requests shall be simultaneously provided to all Parties. The Responding Party shall immediately acknowledge receipt of the request by way of notification to all Parties, indicating the date on which the request was received.
- 4. Where a request is made pursuant to Paragraph 1, an arbitral tribunal shall be established in accordance with Article 11 (Establishment and Re-convening of Arbitral Tribunals).

Article 9
Procedures for Multiple Complainants

- 1. Where more than one Party requests the establishment of an arbitral tribunal related to the same matter, a single arbitral tribunal may be established to examine these complaints if all of the Parties to the disputes agree. The Parties to the disputes should seek to establish a single arbitral tribunal whenever feasible.
- 2. The single arbitral tribunal shall organise its examination and present its findings in such a manner that the rights which the Parties to the dispute would have

- (ii) 对于任何其他事项，自收到磋商请求之日起60天内；或 (iii) 争议各方同意的任何其他期限。

- 2. 根据第1段提出的请求应指明相关具体措施，并提供投诉的事实和法律依据的详细信息（包括仲裁庭应处理的本协议条款），以清晰地陈述问题。
- 3. 所有此类请求的副本应同时提供给所有争议各方。被诉方应通过通知所有争议各方的方式立即确认收到请求，并注明收到请求的日期。
- 4. 如根据第1段提出请求，应根据第11条（仲裁庭的设立和重新召集）设立仲裁庭。

第9条 多名投诉人的程序

- 1. 如争议各方就同一事项请求设立仲裁庭，且所有争议各方均同意，则可设立一个仲裁庭来审理这些投诉。争议各方应在可行的情况下尽量设立一个仲裁庭。
- 2. 单一仲裁庭应组织其审理，并以使争议各方应有的权利...

enjoyed had separate arbitral tribunals examined the complaints are in no way impaired.

3. If more than one arbitral tribunal is established to examine the complaints related to the same matter, the Parties to the disputes shall endeavour to ensure that the same persons serve as arbitrators for each arbitral tribunal. The arbitral tribunals shall consult to ensure, to the greatest extent possible, that the timetables for the arbitral tribunal processes are harmonised.

Article 10
Third Parties

1. Any Party having a substantial interest in a matter before an arbitral tribunal may notify the Parties to the dispute of this interest no later than ten days after the date of receipt by the Responding Party of the request for the establishment of the arbitral tribunal or the date of a request for a Compliance Review Tribunal pursuant to Article 16 (Compliance Review). Such notification shall be simultaneously provided to all Parties. Any Party notifying its substantial interest shall have the rights and obligations of a Third Party.
2. A Third Party shall receive the submissions of the Parties to the dispute to the first substantive meeting of the arbitral tribunal with the Parties to the dispute.
3. A Third Party shall have an opportunity to make at least one written submission to the arbitral tribunal and shall have an opportunity to be heard by the arbitral tribunal at its first substantive meeting with the Parties to the dispute. Any submissions or other documents submitted by Third Parties shall be simultaneously provided to the Parties to the dispute and other Third Parties.
4. The Parties to the dispute may agree to provide additional or supplemental rights to Third Parties regarding

享有由不同的仲裁庭分别审查投诉，其权利绝不受损。

3. 如果为审查与同一事项相关的投诉而设立了多个仲裁庭，争议各方应努力确保相同的人员担任每个仲裁庭的仲裁员。仲裁庭应协商以确保仲裁程序的时间表尽可能协调一致。

第10条 第
三方

1. 任何一方如对仲裁庭审理的事项具有重大利益，可在被诉方收到设立仲裁庭的请求之日起十日内，或根据第16条（合规审查）提出设立合规审查庭的请求之日起十日内，通知争议各方该等利益。该通知应同时提供给所有争议各方。通知其重大利益的一方应享有第三方的权利和义务。
2. 第三方应收到争议各方提交的仲裁庭与争议各方举行首次实质性会议的提交文件。
3. 第三方应当有机会向仲裁庭提交至少一份书面提交文件，并应当有机会在首次与争议各方举行的实质性会议中由仲裁庭听取其意见。第三方提交的任何提交文件或其他文件应当同时提供给争议各方和其他第三方。
4. 争议各方可以同意向第三方提供额外的或补充的权利

participation in arbitral tribunal proceedings. In providing additional or supplemental rights, the Parties to the dispute may impose conditions. Unless otherwise agreed by the Parties to the dispute, the arbitral tribunal shall not grant any additional or supplemental rights to any Third Parties regarding participation in arbitral tribunal proceedings.

5. If a Third Party considers that a measure already the subject of an arbitral tribunal proceeding nullifies or impairs benefits accruing to it under this Agreement, such Party may have recourse to dispute settlement procedures under this Chapter.

Article 11
Establishment and Re-convening of Arbitral Tribunals

- 1. An arbitral tribunal requested pursuant to Article 8 (Request for Establishment of Arbitral Tribunals) shall be established in accordance with this Article.
- 2. Unless the Parties to the dispute otherwise agree, the arbitral tribunal shall consist of three arbitrators. All appointments and nominations of arbitrators under this Article shall conform fully with the requirements in Paragraphs 9 and 10.
- 3. Within five days of the date of the receipt of a request under Article 8 (Request for Establishment of Arbitral Tribunals), the Parties to the dispute shall enter into consultations with a view to reaching agreement on the procedures for composing the arbitral tribunal, taking into account the factual, technical and legal circumstances of the dispute. The Parties to the dispute may agree to use any of the optional procedures specified in this Chapter's Annex on Optional Procedures for Composing Arbitral Tribunals. Any procedures for composing the arbitral tribunal which are agreed under this Paragraph shall be used for the composition of the arbitral tribunal and shall also be used for the purposes of Paragraphs 12 and 13.

参与仲裁庭程序。在提供其他或补充权利时，争议各方可以设定条件。除非争议各方另有约定，仲裁庭不得向任何第三方授予关于参与仲裁庭程序的其他或补充权利。

5. 如果第三方认为仲裁庭程序中已经存在的措施使本协议项下其应得的利益失效或受损，该第三方可援引本章规定的争端解决程序。

第11条 仲裁庭的设立和重新召集

- 1. 根据第8条（仲裁庭设立请求）提出的仲裁庭应依照本条款设立。
- 2. 除非争议各方另有约定，仲裁庭应由三名仲裁员组成。本条款项下的仲裁员任命和提名应完全符合第9段和第10段的要求。
- 3. 在收到第8条（仲裁庭设立请求）请求之日起五日内，争议各方应进行磋商，以期就仲裁庭组成的程序达成协议，并考虑争议的事实、技术和法律情况。争议各方可以同意使用本章仲裁庭组成可选程序附件中规定的任何可选程序。根据本段达成的仲裁庭组成程序应用于仲裁庭的组成，并也应用于第12段和第13段的目的。

4. If the Parties to the dispute are unable to reach agreement on the procedures for composing the arbitral tribunal within 15 days of the date of the receipt of the request referred to in Paragraph 3, any Party to the dispute may at any time thereafter notify the other Parties to the dispute that it wishes to use the procedures set forth in Paragraphs 5 to 7. Where such a notification is made, the arbitral tribunal shall be composed in accordance with Paragraphs 5 to 7.

5. The Complaining Party or Parties shall appoint one arbitrator within ten days of the date of the receipt of the notification referred to in Paragraph 4. The Responding Party shall appoint one arbitrator within 20 days of the date of the receipt of the notification referred to in Paragraph 4.

6. Following the appointment of the arbitrators in accordance with Paragraph 5, the Parties to the dispute shall agree on the appointment of the third arbitrator who shall serve as the chair of the arbitral tribunal. To assist in reaching this agreement, each of the Parties to the dispute may provide to the other Parties to the dispute a list of up to three nominees for appointment as the chair of the arbitral tribunal. If the Parties to the dispute have not agreed on the chair of the arbitral tribunal within 15 days of the appointment of the second arbitrator, the two appointed arbitrators shall designate by common agreement the third arbitrator who shall chair the arbitral tribunal.

7. If all three arbitrators have not been appointed within 45 days of the date of the receipt of the notification referred to in Paragraph 4, any Party to the dispute may request the Director-General of the WTO to make the remaining appointments within a further period of 15 days. Any lists of nominees which were provided under Paragraph 6 shall also be provided to the Director-General of the WTO and may be used in making the required appointments.

4. 如果争议各方在收到第3段所述请求之日起15日内未能就仲裁庭组成的程序达成协议，任何争议方均可此后随时通知其他争议方，其希望使用第5段至第7段规定的程序。在作出此类通知的情况下，仲裁庭应根据第5段至第7段组成。

5. 投诉方或争议各方应在收到第4条所述通知之日起十日内任命一名仲裁员。被诉方应在收到第4条所述通知之日起二十日内任命一名仲裁员。

6. 根据第5条的规定任命仲裁员后，争议各方应就任命第三名仲裁员达成一致，该仲裁员将担任仲裁庭主席。为协助达成此项协议，争议各方中的每一方可向其他争议各方提供一份最多三名候选人的名单，供任命仲裁庭主席之用。如果争议各方在第二名仲裁员任命之日起十五日内未能就仲裁庭主席达成一致，则两名已任命的仲裁员应共同商定任命第三名仲裁员担任仲裁庭主席。

7. 如果在收到第4条所述通知之日起45天内，所有三名仲裁员均未被任命，任何争议方均可请求世界贸易组织总干事在15天的额外期限内作出剩余的任命。根据第6条提供的候选人名单也应当提供给世界贸易组织总干事，并可用于作出所需的任命。

8. The date of establishment of the arbitral tribunal shall be the date on which the last arbitrator is appointed.

9. All arbitrators shall:

- (a) have expertise or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements;
- (b) be chosen strictly on the basis of objectivity, reliability, and sound judgement;
- (c) be independent of, and not be affiliated with or take instructions from, any Party to the dispute;
- (d) not have dealt with the matter in any capacity; and
- (e) disclose, to the Parties to the dispute, information which may give rise to justifiable doubts as to their independence or impartiality.

10. Unless the Parties to the dispute otherwise agree, arbitrators shall not be nationals of a Party to the dispute. In addition, the chair of arbitral tribunal shall not have his or her usual place of residence in the territory of a Party to the dispute.

11. Arbitrators shall serve in their individual capacities and not as government representatives, nor as representatives of any organisation. Parties shall not give them instructions nor seek to influence them as individuals with regard to matters before an arbitral tribunal.

12. If an arbitrator appointed under this Article resigns or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and shall have all the

8. 仲裁庭成立的日期应为最后一名仲裁员被任命的日期。

9. 所有仲裁员应：

- (a) 具备法律、国际贸易、本协议涵盖的其他事项或国际贸易协议项下争议解决的专长或经验；(b) 严格基于客观性、可靠性和公正判断进行选择；(c) 与争议各方独立，不得与任何争议方有关联或接受其指示；(d) 未以任何方式处理该事项；以及(e) 向争议各方披露可能使其独立性或公正性产生合理怀疑的信息。

10. 除非争议各方另有约定，仲裁员不得是争议各方的国民。此外，仲裁庭主席的通常居住地也不得位于争议方领土内。

11. 仲裁员应以个人身份任职，不得作为政府代表或任何组织的代表。争议方不得给他们指示，也不得试图以个人身份影响他们关于仲裁庭的事项。

12. 如果根据本条款任命的仲裁员辞职或无法履行职责，应依照原仲裁员任命的规定方式任命继任仲裁员，并应具有原仲裁员的所有

powers and duties of the original arbitrator. The work of the arbitral tribunal shall be suspended during the appointment of the successor arbitrator.

13. Where an arbitral tribunal is re-convened under Article 16 (Compliance Review) or Article 17 (Compensation and Suspension of Concessions or other Obligations) the re-convened arbitral tribunal shall, where possible, have the same arbitrators as the original arbitral tribunal. Where this is not possible, the replacement arbitrator(s) shall be appointed in the same manner as prescribed for the appointment of the original arbitrator(s), and shall have all the powers and duties of the original arbitrator(s).

Article 12
Functions of Arbitral Tribunals

1. An arbitral tribunal shall make an objective assessment of the matter before it, including an objective assessment of:

- (a) the facts of the case;
- (b) the applicability of the provisions of this Agreement cited by the Parties to the dispute; and
- (c) whether the Responding Party has failed to carry out its obligations under this Agreement.

2. An arbitral tribunal shall have the following terms of reference unless the Parties to the dispute agree otherwise within 20 days from the date of the establishment of an arbitral tribunal:

“To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for establishment of an arbitral tribunal made pursuant to Article 8 (Request for Establishment of

权力和职责。仲裁庭的工作在继任仲裁员任命期间应暂停。

13. 当仲裁庭根据第16条（合规审查）或第17条（补偿和暂停让步或其他义务）重新召集时，重新召集的仲裁庭应尽可能拥有与原仲裁庭相同的仲裁员。如果这不可能，替代仲裁员应根据原仲裁员任命的规定方式任命，并应拥有原仲裁员的所有权力和职责。

第12条 仲裁庭职能

1. 仲裁庭应对其面前的事项进行客观评估，包括对以下事项的客观评估：

- (a) 案件事实；(b) 争议各方引用的本协议条款的适用性；以及(c) 被诉方是否未能履行本协议项下的义务。

2. 除非争议各方在仲裁庭成立之日起20天内达成其他协议，否则仲裁庭应具有以下参考条款：

“根据本协议的相关条款，审查仲裁庭设立请求（依据第8条，仲裁庭设立请求）中所述事项，并作出本协议规定的裁决和（如适用）建议。”

Arbitral Tribunals), and to make such findings and if applicable, suggestions provided for in this Agreement.”

The arbitral tribunal shall make its findings in accordance with this Agreement.

3. The arbitral tribunal shall set out in its report:

- (a) a descriptive section summarising the arguments of the Parties to the dispute and Third Parties;
- (b) its findings on the facts of the case and on the applicability of the provisions of this Agreement;
- (c) its findings on whether the Responding Party has failed to carry out its obligations under this Agreement; and
- (d) its reasons for its findings in Subparagraphs (b) and (c).

4. In addition to Paragraph 3, an arbitral tribunal may include in its report any other findings jointly requested by the Parties to the dispute. The arbitral tribunal may suggest ways in which the Responding Party could implement the findings.

5. Unless the Parties to the dispute otherwise agree, an arbitral tribunal shall base its report solely on the relevant provisions of this Agreement and the submissions and arguments of the Parties to the dispute. An arbitral tribunal shall only make the findings and suggestions provided for in this Agreement.

6. The interests of Third Parties and those of other Parties shall be fully taken into account during the arbitral tribunal proceedings. Third Parties’ submissions shall be reflected in the report of the arbitral tribunal.

“根据本协议的相关条款，审查仲裁庭设立请求（依据第8条，仲裁庭设立请求）中所述事项，并作出本协议规定的裁决和（如适用）建议。”

仲裁庭应根据本协议作出其裁决。

3. 仲裁庭应在其报告中列明：

- (a) 对争议各方和第三方的论点进行总结的描述性部分；
- (b) 对案件事实以及本协议条款适用性的裁决；(c) 对被诉方是否未履行本协议项下义务的裁决；以及 (d) 对分项 (b) 和 (c) 中裁决的理由。

4. 除第3段外，仲裁庭可将其报告中包含争议各方共同请求的任何其他裁决。仲裁庭可建议被诉方如何实施其裁决。

5. 除非争议各方另有约定，仲裁庭应仅根据本协议的相关条款以及争议各方的提交文件和论点作出其报告。仲裁庭应仅作出本协议规定的裁决和建议。

6. 第三方的利益和其他方的利益在仲裁庭程序中应得到充分考虑。第三方的提交文件应反映在仲裁庭的报告之中。

7. The findings and suggestions of the arbitral tribunal cannot add to or diminish the rights and obligations provided in this Agreement or any other international agreement.
8. The arbitral tribunal shall consult regularly the Parties to the dispute and provide adequate opportunities for the development of a mutually satisfactory solution to the dispute.
9. An arbitral tribunal re-convened under this Chapter shall also carry out functions with regard to compliance review under Article 16 (Compliance Review) and review of level of suspension of concessions or other obligations under Article 17 (Compensation and Suspension of Concessions or other Obligations). Paragraphs 1 to 3 shall not apply to an arbitral tribunal re-convened under Article 16 (Compliance Review) and Article 17 (Compensation and Suspension of Concessions or other Obligations).
10. An arbitral tribunal shall make its findings by consensus provided that where an arbitral tribunal is unable to reach consensus it may make its findings by majority vote.

Article 13
Arbitral Tribunal Procedures

1. An arbitral tribunal established pursuant to Article 11 (Establishment and Re-convening of Arbitral Tribunals) shall adhere to this Chapter. The arbitral tribunal shall apply the rules of procedure set out in this Chapter's Annex on Rules of Procedure for Arbitral Tribunal Proceedings (Rules of Procedure Annex) unless the Parties to the dispute agree otherwise. On the request of a Party to the dispute, or on its own initiative, the arbitral tribunal may, after consulting the Parties to the dispute, adopt additional rules of procedure which do not conflict with the provisions of this Chapter or with the Rules of Procedure Annex.

7. 仲裁庭的裁决和建议不能增加或减少本协议或任何其他国际协议中规定的权利和义务。
8. 仲裁庭应定期咨询争议各方，并提供充分的机会以达成双方满意的解决方案来解决争议。
9. 根据本章重新召集的仲裁庭还应执行关于第16条（合规审查）的合规审查职能，以及根据第17条（补偿和暂停让步或其他义务）审查豁免暂停或其他义务的水平。第1至第3款不适用于根据第16条（合规审查）和第17条（补偿和暂停让步或其他义务）重新召集的仲裁庭。
10. 仲裁庭应通过共识作出其裁决，但仲裁庭无法达成共识时，可通过多数票作出其裁决。

第十三条 仲裁庭程序

1. 根据《第11条（仲裁庭的设立和重新召集）》设立的仲裁庭应遵守本章。仲裁庭应适用本章仲裁庭程序规则附件（仲裁庭程序规则附件）中规定的程序规则，除非争议各方另有约定。经争议一方请求或仲裁庭自行决定，在征询争议各方意见后，仲裁庭可以制定不与本章节规定或仲裁庭程序规则附件相冲突的补充程序规则。

2. An arbitral tribunal re-convened under Article 16 (Compliance Review) or Article 17 (Compensation and Suspension of Concessions or other Obligations) may establish its own procedures which do not conflict with this Chapter or the Rules of Procedure Annex, in consultation with the Parties to the dispute, drawing as it deems appropriate from this Chapter or the Rules of Procedure Annex.

Timetable

3. After consulting the Parties to the dispute, an arbitral tribunal shall, as soon as practicable and whenever possible within 15 days after the establishment of the arbitral tribunal, fix the timetable for the arbitral tribunal process. The arbitral tribunal process, from the date of establishment until the date of the final report shall, as a general rule, not exceed the period of nine months, unless the Parties to the dispute agree otherwise.

4. Similarly, a Compliance Review Tribunal re-convened pursuant to Article 16 (Compliance Review) shall, as soon as practicable and whenever possible within 15 days after re-convening, fix the timetable for the compliance review process taking into account the time periods specified in Article 16 (Compliance Review).

Arbitral Tribunal Proceedings

5. Arbitral tribunal proceedings should provide sufficient flexibility so as to ensure high-quality reports, while not unduly delaying the arbitral tribunal process.

6. Arbitral tribunal deliberations shall be confidential. The Parties to the dispute and Third Parties shall be present only when invited by the arbitral tribunal to appear before it. An arbitral tribunal shall hold its hearings in closed session unless the Parties to the dispute agree otherwise. All presentations and statements made at hearings shall be

2. 根据《第16条（合规审查）》或《第17条（补偿和暂停让步或其他义务）》重新召集的仲裁庭，在征询争议各方意见并与本章节或仲裁庭程序规则附件相符的情况下，可以制定其自身的程序，并可根据其认为适当的方式，从本章节或仲裁庭程序规则附件中选取相关内容。

时间表

3. 在咨询争议各方后，仲裁庭应尽快，并在仲裁庭成立后15天内，确定仲裁程序的时间表。仲裁程序，从成立之日起至最终报告之日止，通常不应超过九个月，除非争议各方另有约定。

4. 类似地，根据第16条（合规审查）重新召集的合规审查庭应尽快，并在重新召集后15天内，确定合规审查程序的时间表，并考虑第16条（合规审查）中规定的时间期限。

仲裁庭程序

5. 仲裁庭程序应提供足够的灵活性，以确保高质量的报告，同时不不当延误仲裁程序。

6. 仲裁庭审议应当保密。争议各方和第三方应当仅应仲裁庭邀请出席。仲裁庭应当以闭门会议形式举行听证，除非争议各方另有约定。听证中所有的陈述和发言应当

made in the presence of the Parties to the dispute. There shall be no *ex parte* communications with the arbitral tribunal concerning matters under consideration by it.

Submissions

7. Each Party to the dispute shall have an opportunity to set out in writing the facts of its case, its arguments and counter arguments. The timetable fixed by the arbitral tribunal shall include precise deadlines for submissions by the Parties to the dispute and Third Parties.

Hearings

8. The timetable fixed by the arbitral tribunal shall provide for at least one hearing for the Parties to the dispute to present their case to the arbitral tribunal. As a general rule, the timetable shall not provide more than two hearings unless special circumstances exist.

9. The venue for hearings shall be decided by mutual agreement between the Parties to the dispute. If there is no agreement, the venue shall alternate between the capitals of the Parties to the dispute with the first hearing to be held in the capital of the Responding Party.

Confidentiality

10. Written submissions to the arbitral tribunal shall be treated as confidential, but shall be made available to the Parties to the dispute. No Party to the dispute shall be precluded from disclosing statements of its own positions to the public provided that there is no disclosure of information which has been designated as confidential by a Party to the dispute or Third Party. The Parties to the dispute, Third Parties and the arbitral tribunal shall treat as confidential information submitted by a Party to the dispute to the arbitral tribunal which that Party has designated as confidential. A Party to the dispute shall upon request of a Party, provide a

在争议各方面前作出。仲裁庭不得就其审议的事项与任何一方进行单方沟通。

提交文件

7. 每一方争议方都应有机会以书面形式陈述其案件的事实、论点和反驳论点。仲裁庭确定的时间表应包括争议方和第三方提交文件的精确截止日期。

听证会

8. 仲裁庭确定的时间表应为争议方提供至少一次听证会，以便他们向仲裁庭陈述其案件。通常情况下，时间表不应提供超过两次听证会，除非存在特殊情况。

9. 听证会的地点应由争议方相互协商决定。如果没有协议，地点应在争议方的首都之间交替，第一次听证会应在被诉方的首都举行。

保密

10. 向仲裁庭提交的书面提交文件应被视为保密，但应向争议各方提供。争议方不得因披露其立场声明而受到妨碍，前提是不得披露争议方或第三方指定为保密的信息。争议各方、第三方和仲裁庭应将争议方向仲裁庭提交并指定为保密的信息视为保密。争议方应根据一方的要求，提供其书面提交文件中包含的信息的非保密摘要，这些信息可以公开披露。

non-confidential summary of the information contained in its written submissions that could be disclosed to the public.

Additional Information and Technical Advice

11. The Parties to the dispute and Third Parties shall respond promptly and fully to any request by an arbitral tribunal for such information as the arbitral tribunal considers necessary and appropriate.

12. An arbitral tribunal may seek information and technical advice from any individual or body which it deems appropriate. However, before doing so the arbitral tribunal shall seek the views of the Parties to the dispute. Where the Parties to the dispute agree that the arbitral tribunal should not seek the additional information or technical advice, the arbitral tribunal shall not proceed. The arbitral tribunal shall provide the Parties to the dispute with any information or technical advice it receives and an opportunity to provide comments.

Report

13. The arbitral tribunal shall provide to the Parties to the dispute an interim report, meeting the requirements specified in Article 12.3 (Functions of Arbitral Tribunals).

14. The interim report shall be provided at least four weeks before the deadline for completion of the final report. The arbitral tribunal shall accord adequate opportunity to the Parties to the dispute to review the entirety of its interim report prior to its finalisation and shall include a discussion of any comments made by the Parties to the dispute in its final report.

15. The interim and final report of the arbitral tribunal shall be drafted without the presence of the Parties to the dispute. Opinions expressed in the report of the arbitral tribunal by its individual members shall be anonymous.

非保密摘要，其中包含其书面提交文件中可以公开披露的信息。

附加信息和技术建议

11. 争议各方和第三方应当及时全面地回应仲裁庭的任何请求，以获取仲裁庭认为必要且适当的信息。

12. 仲裁庭可以寻求其认为适当的任何个人或机构的信息和技术建议。但在这样做之前，仲裁庭应当征求争议各方的意见。如果争议各方同意仲裁庭不应寻求附加信息或技术建议，仲裁庭不得进行。仲裁庭应当向争议各方提供其收到的任何信息或技术建议，并给予其发表意见的机会。

报告

13. 仲裁庭应当向争议各方提供中期报告，该报告应符合第12.3条（仲裁庭的职能）中规定的要求。

14. 中期报告至少应在最终报告截止日期前四周提供。仲裁庭应当在最终确定之前，给予争议各方充分的机会审查其中期报告的全部内容，并在最终报告中包含对争议各方所发表意见的讨论。

15. 仲裁庭的临时报告和最终报告应在不允许争议各方在场的情况下起草。仲裁庭个别成员在报告中表达的意见应匿名。

16. The arbitral tribunal shall provide its final report to all other Parties seven days after the report is presented to the Parties to the dispute, and at any time thereafter a Party to the dispute may make the report publicly available subject to the protection of any confidential information contained in the report.

Article 14
Suspension and Termination of Proceedings

1. The Parties to the dispute may agree that the arbitral tribunal suspend its work at any time for a period not exceeding 12 months from the date of such agreement. Within this period, the suspended arbitral proceeding shall be resumed upon the request of any Party to the dispute. If the work of the arbitral tribunal has been continuously suspended for more than 12 months, the authority for establishment of the arbitral tribunal shall lapse unless the Parties to the dispute agree otherwise.
2. The Parties to the dispute may agree to terminate the proceedings of an arbitral tribunal in the event that a mutually satisfactory solution to the dispute has been found.
3. Before the arbitral tribunal presents its final report, it may at any stage of the proceedings propose to the Parties to the dispute that the dispute be settled amicably.
4. The Parties to the dispute shall notify the other Parties that the arbitral tribunal has been suspended, terminated or its authority has lapsed pursuant to Paragraph 1.

16. 仲裁庭应在报告提交给争议各方后七天内将其最终报告提供给所有其他争议方，此后任何争议方都可以在保护报告中包含的任何机密信息的前提下，将报告向公众公开。

第17章

1. 争议各方可以约定仲裁庭自协议之日起不超过12个月的期限内暂停其工作。在此期间，任何争议方均可请求恢复暂停的仲裁程序。如果仲裁庭的工作已连续暂停超过12个月，除非争议各方另有约定，仲裁庭设立的权力将失效。
2. 如果争议已达成双方满意的解决方案，争议各方可以约定终止仲裁庭的程序。
3. 在仲裁庭提交最终报告之前，可以在程序的任何阶段向争议各方提议友好地解决争议。
4. 争议各方应通知其他各方，仲裁庭已根据第1段被暂停、终止或其权力已失效。

SECTION D

Implementation Provisions

Article 15
Implementation

1. Where an arbitral tribunal finds that the Responding Party has failed to carry out its obligations under this Agreement, the Responding Party shall comply with its obligations under this Agreement.
2. Within 30 days of the date of the presentation of the arbitral tribunal's final report to the Parties to the dispute, the Responding Party shall notify the Complaining Party:
- (a) of its intentions with respect to implementation, including an indication of possible actions it may take to comply with the obligation in Paragraph 1;
 - (b) whether such implementation can take place immediately; and
 - (c) if such implementation cannot take place immediately, the reasonable period of time the Responding Party would need to implement.
3. If it is impracticable to comply immediately with the obligation in Paragraph 1, the Responding Party shall have a reasonable period of time to do so.
4. If a reasonable period of time is required, it shall, whenever possible, be mutually agreed by the Parties to the dispute. Where the Parties to the dispute are unable to agree on the reasonable period of time within 45 days of the date of the presentation of the arbitral tribunal's final report to the Parties to the dispute, any Party to the dispute may request that the chair of the arbitral tribunal determine the reasonable

SECTION D

实施条款

第15条实施

1. 当仲裁庭发现被诉方未履行本协议项下的义务时，被诉方应履行本协议项下的义务。
2. 自仲裁庭的最终报告提交给争议各方之日起30天内，被诉方应当通知投诉方：
- (a) 其关于实施的意见，包括表明其可能采取以履行第1段项下义务的可能行动；(b) 是否可以立即实施；以及
 - (c) 如果不能立即实施，被诉方需要实施所要求的合理期限。
3. 如果立即履行第1段项下的义务不可行，被诉方应当有合理期限这样做。
4. 如需合理期限，应尽可能由争议各方协商一致。如争议各方在仲裁庭向争议各方提交最终报告之日起45天内无法就合理期限达成一致，任何争议方均可请求仲裁庭主席确定合理期限。

period of time. Unless the Parties to the dispute otherwise agree, such requests shall be made no later than 120 days from the date of the presentation of the arbitral tribunal's final report to the Parties to the dispute.

5. Where a request is made pursuant to Paragraph 4, the chair of the arbitral tribunal shall present the Parties to the dispute with a report containing a determination of the reasonable period of time and the reasons for such determination within 45 days of the date of the request.

6. As a guideline, the reasonable period of time determined by the chair of the arbitral tribunal should not exceed 15 months from the date of the presentation of the arbitral tribunal's final report to the Parties to the dispute. However, such reasonable period of time may be shorter or longer, depending upon the particular circumstances.

Article 16
Compliance Review

1. Where the Parties to the dispute disagree on the existence or consistency with this Agreement of measures taken to comply with the obligation in Article 15.1 (Implementation), such dispute shall be decided through recourse to an arbitral tribunal re-convened for this purpose (Compliance Review Tribunal).³ Unless otherwise specified in this Chapter, a Compliance Review Tribunal may be convened at the request of any Party to the dispute.

2. Such request may only be made after the earlier of:
- (a) the expiry of the reasonable period of time; or
 - (b) a notification to the Complaining Party by the Responding Party that it has complied with the obligation in Article 15.1 (Implementation).

³ Consultations under Article 6 (Consultations) are not required for these procedures.

除非争议各方另有约定，否则此类请求应在仲裁庭向争议各方提交最终报告之日起120天内提出。

5. 当根据第4条提出请求时，仲裁庭主席应在请求之日起45天内向争议各方提交一份报告，该报告应包含对合理期限的确定及其理由。

6. 作为参考，仲裁庭主席确定的合理期限不应超过仲裁庭最终报告提交给争议各方的日期起15个月。然而，该合理期限可能更短或更长，具体取决于具体情况。

第16条 合规审查

1. 当争议各方对第15.1条（实施）中为合规采取的措施是否存在或与本协议一致存在分歧时，该争议应通过重新召集仲裁庭（合规审查庭）来解决。³ 除非本章另有规定，合规审查庭可应任何一方争议方的请求召集。

2. 此请求只能在以下时间之前提出：
- (a) 合理期限届满；或
 - (b) 由向投诉方发送的通知
被诉方声称其已履行第15.1条（实施）项下的义务。

³ 第6条（磋商）项下的磋商对于这些程序并非必需。

3. A Compliance Review Tribunal shall make an objective assessment of the matter before it, including an objective assessment of:

- (a) the factual aspects of any implementation action taken by the Responding Party; and
- (b) whether the Responding Party has complied with the obligation in Article 15.1 (Implementation).

4. The Compliance Review Tribunal shall set out in its report:

- (a) a descriptive section summarising the arguments of the Parties to the dispute and Third Parties;
- (b) its findings on the factual aspects of the case; and
- (c) its findings on whether the Responding Party has complied with the obligation in Article 15.1 (Implementation).

5. The Compliance Review Tribunal shall, where possible, provide its interim report to the Parties to the dispute within 75 days of the date it re-convenes, and its final report 15 days thereafter. When the Compliance Review Tribunal considers that it cannot provide either report within the relevant timeframe, it shall inform the Parties to the dispute in writing of the reasons for the delay together with an estimate of the period within which it will submit the report.

6. Where an arbitral tribunal is requested to re-convene pursuant to Paragraph 1, it shall re-convene within 15 days of the date of the request. The period from the date of the request for the arbitral tribunal to re-convene to the submission of its final report shall not exceed 120 days, unless Article 11.12 (Establishment and Re-convening of

3. 合规审查庭应就其受理的事项进行客观评估，包括对以下事项的客观评估：

- (a) 被诉方采取的任何实施行动的事实方面；以及 (b) 被诉方是否已遵守第15.1条（实施）项下的义务。

4. 合规审查庭应在报告中列明：

- (a) 一份描述性部分，总结争议各方和第三方的论点；
- (b) 其对案件事实方面的裁决；以及 (c) 其对被诉方是否已遵守第15.1条（实施）项下义务的裁决。

5. 合规审查庭应在重新召开会议之日起75天内，尽可能向争议各方提供中期报告，并在之后15天内提供最终报告。当合规审查庭认为无法在相关期限内提交任何报告时，应以书面形式通知争议各方延迟的原因，并估计提交报告的期限。

6. 当仲裁庭根据第1段被请求重新召集时，应在请求之日起15天内重新召集。从请求重新召集仲裁庭之日起至提交其最终报告之日止的期限不得超过120天，除非适用第11.12条（仲裁庭的设立和重新召集）或争议各方另行同意。

Arbitral Tribunals) applies or the Parties to the dispute otherwise agree.

Article 17
Compensation and Suspension of Concessions or other Obligations

1. Compensation and the suspension of concessions or other obligations are temporary measures available in the event that the Responding Party does not comply with its obligation under Article 15.1 (Implementation). However, neither compensation nor the suspension of concessions or other obligations is preferred to compliance with the obligation under Article 15.1 (Implementation). Compensation is voluntary and, if granted, shall be consistent with this Agreement.

2. Where either of the following circumstances exists:
- (a) the Responding Party has notified the Complaining Party that it does not intend to comply with the obligation in Article 15.1 (Implementation); or
 - (b) a failure to comply with the obligation in Article 15.1 (Implementation) has been established in accordance with Article 16 (Compliance Review),

the Responding Party shall, if so requested by the Complaining Party, enter into negotiations with a view to developing mutually acceptable compensation.

3. If no satisfactory compensation has been agreed within 30 days of the date of a request made under Paragraph 2, the Complaining Party may at any time thereafter notify the Responding Party and the other Parties that it intends to suspend the application to the Responding Party of concessions or other obligations equivalent to the level of nullification and impairment, and shall have the right to begin

仲裁庭) 适用或争议各方另行同意。

第十七条 补偿和豁免或其他义务的暂停

1. 补偿和豁免或其他义务的暂停是在被诉方不遵守第15.1条（实施）项下义务的情况下可采取的临时措施。然而，补偿或豁免或其他义务的暂停并不优于遵守第15.1条（实施）项下的义务。补偿是自愿的，如果获得批准，应与本协议一致。

2. 在以下任何一种情形存在时：
- (a) 被诉方向投诉方通知其不打算遵守第15.1条（实施）项下的义务；或 (b) 根据第16条（合规审查）已确定未遵守第15.1条（实施）项下的义务，

被诉方应根据投诉方的请求，进行谈判，以达成双方可接受的补偿。

3. 如果在第2段规定的请求之日起30天内未能达成令人满意的补偿，投诉方可以在此之后随时通知被诉方和其他各方，其打算暂停向被诉方申请等同于取消和损害程度的让步或其他义务，并有权开始

suspending concessions or other obligations 30 days after the date of receipt of the notification.

4. The right to suspend concessions or other obligations arising under Paragraph 3 shall not be exercised where:

- (a) a review is being undertaken pursuant to Paragraph 8; or
- (b) a mutually agreed solution has been reached.

5. A notification made under Paragraph 3 shall specify the level of concessions or other obligations that the Complaining Party proposes to suspend, and the relevant Chapter and sector(s) which the concessions or other obligations are related to.

6. In considering what concessions or other obligations to suspend, the Complaining Party shall apply the following principles:

- (a) the Complaining Party should first seek to suspend concessions or other obligations in the same sector or sectors as that affected by the measure; and
- (b) the Complaining Party may suspend concessions or other obligations in other sectors if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector.

7. The level of suspending concessions or other obligations shall be equivalent to the level of nullification and impairment.

8. Within 30 days from the date of receipt of a notification made under Paragraph 3, if the Responding Party objects to the level of suspension proposed or considers that the

在第收到通知之日起30天后暂停让步或其他义务。

4. 第3段项下暂停让步或其他义务的权利，在以下情况不得行使：

- (a) 正在根据第8段进行审查；或第3段；或
- (b) 已达成双方同意的解决方案。

5. 根据第3段作出的通知应明确投诉方拟暂停的让步或其他义务的水平，以及让步或其他义务所涉及的章节和相关领域。

6. 在考虑暂停哪些让步或其他义务时，投诉方应适用以下原则：

- (a) 投诉方应首先寻求暂停受措施影响的同一部门或部门的让步或其他义务；以及 (b) 如果投诉方认为在同一部门暂停让步或其他义务不可行或无效，则可以暂停其在此其他部门的让步或其他义务。

7. 暂停让步或其他义务的水平应等同于取消和损害的水平。

第8条 | 自第3段规定的通知发出之日起30天内，如果被诉方反对所提议的暂停级别或认为

principles set forth in Paragraph 6 have not been followed, the Responding Party may request the arbitral tribunal to re-convene to make findings on the matter. The arbitral tribunal shall provide its assessment to the Parties to the dispute within 30 days of the date it re-convenes. Where an arbitral tribunal is requested to re-convene pursuant to this Paragraph, it shall re-convene within 15 days of the date of the request, unless Article 11.12 (Establishment and Re-convening of Arbitral Tribunals) applies.

9. The suspension of concessions or other obligations shall be temporary and shall only be applied until such time as the obligation in Article 15.1 (Implementation) has been complied with or a mutually satisfactory solution is reached.

10. Where the right to suspend concessions or other obligations has been exercised under this Article, if the Responding Party considers that:

- (a) the level of concessions or other obligations suspended by the Complaining Party is not equivalent to the level of the nullification and impairment; or
- (b) it has complied with the obligation in Article 15.1 (Implementation),

it may request the arbitral tribunal to re-convene to examine the matter.⁴

11. Where the arbitral tribunal re-convenes pursuant to Paragraph 10(a), Paragraph 8 shall apply. Where the arbitral tribunal re-convenes pursuant to Paragraph 10(b), Article 16.3 to 16.5 (Compliance Review) shall apply.

⁴ Where a Compliance Review Tribunal determines that measures taken to comply are inconsistent with this Agreement, it may also, on request, assess whether the level of any existing suspension of concessions is still appropriate and, if not, assess an appropriate level.

被诉方可请求仲裁庭重新召集以就此事作出裁决。仲裁庭应在重新召集之日起30天内将其评估意见提供给争议各方。根据本段规定请求重新召集仲裁庭的，仲裁庭应在收到请求之日起15天内重新召集，除非第11.12条（仲裁庭的设立和重新召集）适用。

9. 豁免让步或其他义务应为临时性的，并且仅应适用至第15.1条（实施）项下的义务得到遵守或达成双方满意的解决方案之时。

10. 如根据本条款行使了豁免让步或其他义务的权利，若被诉方认为：

- (a) 投诉方暂停的让步或其他义务的水平与取消和损害的水平不相等；或
- (b) 其已遵守第15.1条（实施）项下的义务，

则其可请求仲裁庭重新召集以审查此事。⁴

11. 当仲裁庭根据第10(a)段重新召集时，第8段适用。当仲裁庭根据第10(b)段重新召集时，第16.3至16.5条（合规审查）适用。

⁴ 若合规审查庭认定为合规采取的措施与本协议不一致，则其也可应请求，评估任何现有豁免让步的水平是否仍然适当，如不适当，则评估适当水平。

SECTION E

Final Provisions

Article 18

Special and Differential Treatment Involving Newer ASEAN Member States

1. At all stages of the determination of the causes of a dispute and of dispute settlement procedures involving newer ASEAN Member States, particular sympathetic consideration shall be given to the special situation of newer ASEAN Member States. In this regard, Parties shall exercise due restraint in raising matters under these procedures involving a least-developed country Party. If nullification or impairment is found to result from a measure taken by a least-developed country Party, a Complaining Party shall exercise due restraint regarding matters covered under Article 17 (Compensation and Suspension of Concessions or other Obligations) or other obligations pursuant to these procedures.

2. Where one or more of the Parties to a dispute is a newer ASEAN Member State, the arbitral tribunal's reports shall explicitly indicate the form in which account has been taken of relevant provisions on special and differential treatment for a newer ASEAN Member State that form part of this Agreement which have been raised by the newer ASEAN Member State in the course of the dispute settlement procedures.

Article 19 Expenses

1. Unless the Parties to the dispute otherwise agree, each Party to a dispute shall bear the costs of its appointed arbitrator and its own expenses and legal costs.

SECTION E

最终条款

第18条涉及新东盟成员国的特殊与差别待遇

1. 在确定争议原因和涉及新东盟成员国的争议解决程序的各个阶段，应给予新东盟成员国的特殊情况特别同情的考虑。在这方面，各方应在根据这些程序提出涉及最不发达国家方的议题时，行使适当的克制。如果发现由最不发达国家方采取的措施导致了取消或损害，投诉方应在根据这些程序涵盖的第17条（补偿和暂停让步或其他义务）或其他义务事项上行使适当的克制。

2. 当争议一方或多方为新东盟成员国时，仲裁庭的报告应明确说明已考虑的与本协议相关的新东盟成员国特殊与差别待遇条款的形式，这些条款在新东盟成员国在争议解决程序中提出。

第19条 费用

1. 除非争议各方另有约定，否则争议各方应承担其指定的仲裁员的费用以及自身的费用和律师费。

2. Unless the Parties to the dispute otherwise agree, the costs of the chair of the arbitral tribunal and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the Parties to the dispute.

Article 20
Contact Points

1. Each Party shall designate a contact point for this Chapter and shall notify the other Parties of the details of this contact point within 30 days of the entry into force of this Agreement. Each Party shall notify the other Parties of any change to its contact point.
2. Any request, written submission or other document relating to any proceedings pursuant to this Chapter shall be delivered to the relevant Party or Parties through their designated contact points who shall provide confirmation of receipt of such documents in writing.

Article 21
Language

1. All proceedings pursuant to this Chapter shall be conducted in the English language.
2. Any document submitted for use in any proceedings pursuant to this Chapter shall be in the English language. If any original document is not in the English language, a Party submitting it for use in the proceedings shall provide an English language translation of that document.

2. 除非争议各方另有约定，否则仲裁庭主席的费用以及与进行其程序相关的其他费用应由争议各方平均承担。

第20条 联系
点

1. 每一方应为本章节指定一个联系点，并在本协议生效之日起30天内将此联系点的详细信息通知其他各方。每一方应将其联系点的变更通知其他各方。
2. 任何与本章节进行的程序相关的请求、书面提交或其他文件，均应通过其指定的联系点递交给相关方，该联系点应书面确认收到此类文件。

第21条
语言

1. 根据本章进行的所有程序应以英语进行。
2. 任何根据本章进行的程序中提交使用的文件均应为英语。如果任何原始文件不是英语，提交该文件用于程序的当事方应提供该文件的英语翻译。

**ANNEX ON RULES OF PROCEDURE FOR ARBITRAL
TRIBUNAL PROCEEDINGS**

1. Any reference made in these Rules to an Article is a reference to the appropriate Article in Chapter 17 (Consultations and Dispute Settlement).

Timetable

2. After consulting the Parties to the dispute, an arbitral tribunal shall, as soon as practicable and whenever possible within 15 days after the establishment of the arbitral tribunal, fix the timetable for the arbitral tribunal process. The arbitral tribunal process, from the date of establishment until the date of the final report shall, as a general rule, not exceed the period of nine months, unless the Parties to the dispute agree otherwise.

3. In determining the timetable for the arbitral tribunal process, the arbitral tribunal shall provide sufficient time for the Parties to the dispute to prepare their respective submissions. The arbitral tribunal shall set precise deadlines for written submissions by the Parties to the dispute and they shall respect those deadlines. The interim report shall be provided at least four weeks before the deadline for completion of the final report.

4. The arbitral tribunal shall present to the Parties to the dispute its final report within 180 days from the date of its establishment. In cases of urgency, including those relating to perishable goods, the arbitral tribunal shall aim to present its report to the Parties to the dispute within 90 days from the date of its establishment. When the arbitral tribunal considers that it cannot present its final report within 180 days or within 90 days in cases of urgency, it shall inform the Parties to the dispute in writing of the reasons for the delay together with an estimate of the period within which it will present its report.

附件：仲裁庭程序规则

1. 本规则中提到的任何条款均指第17章（磋商与争端解决）中的相应条款。

时间表

2. 在咨询争议各方后，仲裁庭应尽快在仲裁庭成立之日起15天内核定仲裁程序的时间表。仲裁程序从成立之日起至最终报告之日止，一般不应超过九个月，除非争议各方另有约定。

3. 在确定仲裁程序时间表时，仲裁庭应给予争议各方足够的时间准备其各自的提交文件。仲裁庭应设定争议各方书面提交文件的精确截止日期，并应遵守这些截止日期。中期报告应在最终报告完成截止日期前至少四周提供。

4. 仲裁庭应自设立之日起180天内向争议各方提交其最终报告。在紧急情况下，包括涉及易腐商品的情况，仲裁庭应努力在设立之日起90天内向争议各方提交其报告。当仲裁庭认为其无法在180天内或紧急情况下在90天内提交最终报告时，应以书面形式通知争议各方延迟的理由，并估计其将提交报告的期限。

5. Any time period applicable to the arbitral tribunal proceeding shall be suspended for a period that begins on the date on which any member of the arbitral tribunal resigns or becomes unable to act and ends on the date on which the successor member is appointed.

6. Unless otherwise agreed by the Parties to the dispute, an arbitral tribunal may, in consultation with the Parties to the dispute, modify any time period applicable in the arbitral tribunal proceeding and make such other procedural or administrative adjustments as may be required in the proceeding.

Operation of Arbitral Tribunals

7. The chair of the arbitral tribunal shall preside at all of its meetings. An arbitral tribunal may delegate to the chair authority to make administrative and procedural decisions.

8. Except as otherwise provided in this Annex, the arbitral tribunal may conduct its business by any means, including by telephone, facsimile transmission and any other means of electronic communication.

9. Only members of the arbitral tribunal may take part in the deliberations of the arbitral tribunal.

10. The arbitral tribunal may, in consultation with the Parties to the dispute, retain such number of assistants, interpreters or translators, or designated note takers as may be required for the proceeding and permit them to be present during its deliberations. Any such arrangements established by the arbitral tribunal may be modified by the agreement of the Parties to the dispute.

11. The arbitral tribunal's deliberations shall be confidential. The members of the arbitral tribunal and the persons retained by the arbitral tribunal shall maintain the

5. 适用于仲裁程序的任何期限应自任何仲裁庭成员辞职或无法履职的日期开始暂停，至继任成员任命的日期结束。

6. 除非争议各方另有约定，仲裁庭可以与争议各方协商，修改仲裁程序中适用的任何期限，并作出程序或行政调整，以适应程序的需要。

仲裁庭的运作

7. 仲裁庭主席应主持其所有会议。仲裁庭可以将作出行政和程序决定的权力委托给主席。

8. 除本附件另有规定外，仲裁庭可以通过电话、传真传输和任何其他电子通信方式处理其事务。

9. 只有仲裁庭的成员可以参加仲裁庭的审议。

10. 仲裁庭可以与争议各方协商，保留为程序所需数量的助手、口译员或翻译员，或指定记录员，并允许他们在审议期间出席。仲裁庭建立的任何此类安排可由争议各方协议修改。

11. 仲裁庭的审理应当保密。仲裁庭的成员和仲裁庭聘用的其他人应当维持

confidentiality of arbitral tribunal proceedings and deliberations.

12. There shall be no *ex parte* communications with the arbitral tribunal concerning matters under consideration by it.

13. The interests of Third Parties and those of other Parties shall be fully taken into account during the arbitral tribunal proceedings.

Written Submissions and Other Documents

14. Each Party to the dispute shall transmit to the arbitral tribunal a first submission in writing setting out the facts of its case and its arguments. Unless the Parties agree otherwise, a Complaining Party shall deliver its first submission to the arbitral tribunal and to the Responding Party within 14 days after the date of the establishment of the arbitral tribunal. The Responding Party shall deliver its first submission to the arbitral tribunal and to the Complaining Party within 21 days after the date of receipt of the first submission of the Complaining Party. Any subsequent written submissions shall be submitted simultaneously.

15. A Party to the dispute shall deliver no less than four copies of its written submissions to the arbitral tribunal and one copy to the other Parties to the dispute. Third Parties shall receive the submissions of the Parties to the dispute to the first substantive hearing.

16. In respect of any request, notice or other document(s) related to the arbitral tribunal proceeding that is not covered by Rules 14 and 15, each Party to the dispute may deliver a copy of the document(s) to the other Party to the dispute by facsimile, email or other means of electronic transmission.

17. A Party to the dispute may at any time correct minor errors of a clerical nature in any request, notice, written submission or other document(s) related to the arbitral

仲裁庭程序和审理的保密性。

12. 不得与仲裁庭就其审议的事项进行单方沟通。

13. 仲裁庭程序中应充分考虑第三方和其他争议方的利益。

书面提交和其他文件

14. 每个争议方应向仲裁庭提交书面初步提交，说明其案件的事实和论点。除非争议各方另有约定，投诉方应在仲裁庭成立之日起14天内将其初步提交交付给仲裁庭和被诉方。被诉方应在收到投诉方的初步提交之日起21天内将其初步提交交付给仲裁庭和投诉方。任何后续书面提交应同时提交。

15. 每个争议方应向仲裁庭提交至少四份其书面提交，向其他争议方提交一份副本。第三方应在第一次实质性听证前收到争议方的提交。

16. 对于任何不属于第14条和第15条管辖的与仲裁程序相关的请求、通知或其他文件，争议方每方都可以通过传真、电子邮件或其他电子传输方式向争议方另一方提交文件的副本。

17. 争议方可在任何时候纠正任何请求、通知、书面提交或与仲裁程序相关的其他文件中的轻微的文职错误，通过提交一份明确说明更改的新文件。

tribunal proceeding by delivering a new document clearly indicating the changes.

Hearings

18. At the first substantive hearing with the Parties to the dispute, each Party to the dispute shall present the facts of its case and its arguments. The Complaining Party shall present its position first. The Parties to the dispute shall be given an opportunity for final statements, with the Complaining Party presenting its statement first.

19. All Third Parties shall be invited to present their views during a separate session of the first substantive hearing of the arbitral tribunal set aside for that purpose. All Third Parties may be present during the entirety of this session.

20. The Parties to the dispute and Third Parties shall make available to the arbitral tribunal written versions of their oral statements and responses to questions made in hearings with the arbitral tribunal.

Availability of Information

21. Written submissions to the arbitral tribunal shall be treated as confidential, but shall be made available to the Parties to the dispute. No Party to the dispute shall be precluded from disclosing statements of its own positions to the public provided that there is no disclosure of information which has been designated as confidential by a Party to the dispute or Third Party. The Parties to the dispute, Third Parties and the arbitral tribunal shall treat as confidential information submitted by a Party to the dispute to the arbitral tribunal which that Party has designated as confidential. A Party to the dispute shall, upon request of another Party, provide a non-confidential summary of the information contained in its written submissions that could be disclosed to the public.

仲裁庭程序通过提交一份明确说明更改的新文件。

听证会

18. 在与争议各方的第一次实质性听证会上，每方争议方都应陈述其案件的事实和论点。投诉方应首先陈述其立场。争议各方应有机会进行最后陈述，投诉方应首先陈述其意见。

19. 所有第三方都应被邀请在仲裁庭为该目的专门安排的第一次实质性听证会的单独会议上陈述其意见。所有第三方可以在整个会议期间在场。

20. 争议各方和第三方应向仲裁庭提供其在与仲裁庭举行听证会时所作口头陈述和对其问题的答复的书面版本。

信息的可用性

21. 向仲裁庭提交的书面提交文件应被视为保密，但应向争议各方提供。争议各方不得因披露其立场声明而被禁止向公众披露，前提是不得披露争议方或第三方指定为保密的信息。争议各方、第三方和仲裁庭应将争议方向仲裁庭提交并指定为保密的信息视为保密。争议方应根据另一方的请求，提供其书面提交文件中包含且可向公众披露的信息的非保密摘要。

Information Gathering

22. The Parties to the dispute and Third Parties shall respond promptly and fully to any request by an arbitral tribunal for such information as the arbitral tribunal considers necessary and appropriate.

23. An arbitral tribunal may seek information and technical advice from any individual or body which it deems appropriate. However, before doing so the arbitral tribunal shall seek the views of the Parties to the dispute. Where the Parties to the dispute agree that the arbitral tribunal should not seek the additional information or technical advice, the arbitral tribunal shall not proceed. The arbitral tribunal shall provide the Parties to the dispute with any information or technical advice it receives and an opportunity to provide comments.

Reports

24. The arbitral tribunal shall provide to the Parties to the dispute an interim report, meeting the requirements specified in Article 12.3 (Functions of Arbitral Tribunals).

25. The interim report shall be provided at least four weeks before the deadline for completion of the final report. The arbitral tribunal shall accord adequate opportunity to the Parties to the dispute to review the entirety of its interim report prior to its finalisation and shall include a discussion of any comments made by the Parties to the dispute in its final report.

26. The interim report and final report of the arbitral tribunal shall be drafted without the presence of the Parties to the dispute. Opinions expressed in the reports of the arbitral tribunal by its individual members shall be anonymous.

信息收集

22. 争议各方和第三方应迅速并充分地回应仲裁庭就其认为必要且适当的信息提出的任何请求。

23. 仲裁庭可以从其认为适当的任何个人或机构获取信息和技术建议。但在这样做之前，仲裁庭应当征询争议各方的意见。如果争议各方同意仲裁庭不应寻求额外信息或技术建议，仲裁庭则不应进行。仲裁庭应当向争议各方提供其收到的任何信息或技术建议，并给予其提出意见的机会。

报告

24. 仲裁庭应当向争议各方提供中期报告，该报告应符合第12.3条（仲裁庭的职能）中规定的要求。

25. 中期报告至少应在最终报告截止日期前四周提供。仲裁庭应当给予争议各方充分的机会，在中期报告最终确定之前审查其全部内容，并在最终报告中包含对争议各方所提意见的讨论。

26. 仲裁庭的中期报告和最终报告应在不包含争议各方的环境下撰写。仲裁庭个别成员在报告中表达的意见应匿名。

Venue

27. The venue for the arbitral tribunal hearings shall be decided by mutual agreement between the Parties to the dispute. If there is no agreement, the venue shall alternate between the capitals of the Parties to the dispute with the first hearing to be held in the capital of the Responding Party.

Remuneration and Payment of Expenses

28. The arbitral tribunal shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains pursuant to Rule 10.

地点

27. 仲裁庭听证会的地点应由争议各方协商决定。如果没有协议，地点应在争议各方的首都之间交替，第一次听证会在被诉方的首都举行。

报酬和费用支付

28. 仲裁庭应当保存记录并就与程序相关的所有一般费用作出最终账目，包括支付给其助手、指定记录员或根据第10条保留的其他人员的费用。

**ANNEX ON OPTIONAL PROCEDURES FOR COMPOSING
ARBITRAL TRIBUNALS**

As provided in Article 11.3 (Establishment and Re-convening of Arbitral Tribunals), the Parties to the dispute may agree to use any of the following optional procedures, or variations thereof, for the purpose of composing an arbitral tribunal.

Optional Procedure A

1. The Complaining Party and the Responding Party shall each appoint one arbitrator within (*period to be agreed by the Parties to the dispute*) of the date of the receipt of a request to establish an arbitral tribunal. If either Party fails to appoint an arbitrator within such period, then the arbitrator appointed by the other Party shall act as the sole arbitrator of the arbitral tribunal.
2. Where two arbitrators are appointed in accordance with Paragraph 1, the Parties to the dispute shall designate by common agreement the third arbitrator who shall chair the arbitral tribunal. If the Parties to the dispute have not designated the chair of the arbitral tribunal within (*period to be agreed by the Parties to the dispute*) of the appointment of the second arbitrator, the two arbitrators appointed in accordance with Paragraph 1 shall designate by common agreement the third arbitrator who shall chair the tribunal. If the chair of the arbitral tribunal has not been designated by the arbitrators within (*period to be agreed by the Parties to the dispute*) of the appointment of the second arbitrator, the Director-General of the WTO shall, at the request of any Party to the dispute, appoint the chair of the arbitral tribunal within (*period to be agreed by the Parties to the dispute*) of that request.

仲裁庭组成可选程序附件

如第11.3条（仲裁庭的设立和重新召集）所述，争议各方可以同意使用以下任何可选程序，或其变体，以组成仲裁庭。

可选程序A

1. 投诉方和被诉方应在收到设立仲裁庭的请求之日起（由争议各方同意的期限）内各自任命一名仲裁员。如果任何一方未在规定期限内任命仲裁员，则另一方任命的仲裁员应作为仲裁庭的唯一仲裁员。
2. 根据第1段的规定任命两名仲裁员时，争议各方应通过共同协议指定第三名仲裁员，该仲裁员应担任仲裁庭主席。如果争议各方未在第二名仲裁员任命后的（由争议各方约定的期限）内指定仲裁庭主席，则根据第1段规定任命的两名仲裁员应通过共同协议指定第三名仲裁员，该仲裁员应担任仲裁庭主席。如果仲裁员未在第二名仲裁员任命后的（由争议各方约定的期限）内指定仲裁庭主席，则世界贸易组织总干事应应任何一方争议方的请求，在请求后的（由争议各方约定的期限）内任命仲裁庭主席。

Optional Procedure B

- 1. The Complaining Party and the Responding Party shall each appoint one arbitrator within (*period to be agreed by the Parties to the dispute*) of the date of the receipt of a request to establish an arbitral tribunal.
- 2. The Parties to the dispute shall agree on the appointment of the third arbitrator within (*period to be agreed by the Parties to the dispute*) of the appointment of the third arbitrator who shall serve as chair of the arbitral tribunal. If all three appointments have not been made within (*period to be agreed by the Parties to the dispute*), the necessary appointments shall be made at the request of any Party to the dispute by the Director-General of the WTO within a further (*period to be agreed by the Parties to the dispute*).

Optional Procedure C

- 1. Within (*period to be agreed by the Parties to the dispute*) of the date of the receipt of a request to establish an arbitral tribunal, each Party to the dispute shall provide to the other Parties to the dispute a list of up to (*number to be agreed by the Parties to the dispute*) nominees for appointment as arbitrators, including at least two individuals suitable for appointment as chair. The Parties to the dispute shall then consult with each other on the composition of the arbitral tribunal with the objective of appointing the arbitrators drawing as appropriate on the lists of nominees.
- 2. If all of the arbitrators have not been appointed within (*period to be agreed by the Parties to the dispute*) of the request to establish an arbitral tribunal, any of the remaining arbitrators shall be appointed at the request of any Party to the dispute by random drawing from the lists of nominees separated for this purpose into separate lists of nominations for appointment as chair or as a regular arbitrator.

可选程序B

- 1. 投诉方和被诉方应在收到建立仲裁庭的请求后的（由争议各方约定的期限）内各自任命一名仲裁员。
- 2. 争议各方应在第三名仲裁员的任命之日起（由争议各方商定的期限）内就第三名仲裁员的任命达成一致。该第三名仲裁员将担任仲裁庭主席。如果所有三名任命在（由争议各方商定的期限）内未完成，则世界贸易组织总干事应任何一方争议方的请求，在进一步的（由争议各方商定的期限）内完成必要的任命。

可选程序C

- 1. 在收到设立仲裁庭请求之日起（由争议各方商定的期限）内，争议各方应向其他争议各方提供一份最多为（由争议各方商定的数量）名仲裁员候选人的名单，其中包括至少两名适合任命为主席的个人。争议各方应随后相互协商仲裁庭的组成，以任命仲裁员，并从候选人名单中适当选取。
- 2. 如果所有仲裁员在（由争议各方同意的期限）内尚未被任命，设立仲裁庭的请求中，任何剩余的仲裁员应根据任何争议方的请求被任命，通过从为该目的分开的候选人名单中随机抽取的提名名单中抽取用于任命主席或作为普通仲裁员。