

Chapter 21
Dispute Settlement

第21章 争端解决

Article 21.1: Scope and Coverage

1. Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the implementation, interpretation, application or operation of this Agreement, which includes wherever a Party considers that:

- (a) a measure of the other Party is inconsistent with its obligations under this Agreement;
- (b) the other Party has otherwise failed to carry out its obligations under this Agreement; or
- (c) a benefit the Party could reasonably have expected to accrue to it under Chapters 3 (National Treatment and Market Access for Goods), 4 (Rules of Origin), 5 (Customs Administration), 7 (Technical Regulations, Standards and Conformity Assessment Procedures), 9 (Cross-Border Trade in Services), 15 (Government Procurement) or 17 (Intellectual Property) is being nullified or impaired as a result of a measure that is not inconsistent with this Agreement.

2. In cases where there is an infringement of the obligations under this Agreement, the action is considered *prima facie* to constitute a case of nullification or impairment.

Article 21.2: Choice of Dispute Settlement Procedure

1. Where a dispute regarding any matter arises under this Agreement and under another free trade agreement to which both Parties are party or the WTO Agreement, the complaining Party may select the dispute settlement procedure in which to settle the dispute.
2. Once the complaining Party has requested a panel under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of the others.

Article 21.3: Consultations

1. Either Party may request in writing consultations with the other Party concerning any matter on the implementation, interpretation, application or operation of this Agreement, including a matter relating to a measure that the other Party proposes to take (hereinafter referred to in this Chapter as “proposed measure”).

第21.1条：范围和适用范围

1. 除非本协定另有规定，本章节应适用于当事人之间就本协定的实施、解释、适用或运行所产生的避免或解决争端，包括当一方认为：

- (a) 另一方采取的措施与其在本协定项下的义务不一致；(b) 另一方未按本协定规定履行其义务；或 (c) 一方根据第3章（国民待遇和货物市场准入）、第4章（原产地规则）、第5章（海关管理）、第7章（技术法规、标准和合格评定程序）、第9章（跨境贸易服务）、第15章（政府采购）或第17章（知识产权）本应合理预期可获得的利益，因一项与本协定不一致的措施而被取消或损害。

2. 在对本协定项下的义务发生违反的情况下，该行为被视为表面上构成取消或损害案件。

第21.2条：争端解决程序的选择

1. 当涉及任何事项的争议根据本协定以及双方均为缔约方的另一自由贸易协定或世界贸易组织协定产生时，投诉方可以选择解决该争议的争端解决程序。
2. 一旦投诉方根据第1段所述协定请求成立专家组，所选的论坛应优先使用，排除其他论坛。

第21.3条：磋商

1. 任何一方均可书面请求与另一方就本协定实施、解释、适用或运行之任何事项进行磋商，包括与另一方拟议采取的措施相关之事项（本章中以下简称“拟议措施”）。

2. The requesting Party shall deliver the request to the other Party, setting out the reasons for the request, including identification of the measure at issue and an indication of the legal basis for the complaint, and providing sufficient information to enable an examination of the matter.
3. The Parties shall make every effort to arrive at a mutually satisfactory resolution of the matter through consultations under this Article.
4. In consultations under this Article, a Party may request the other Party to make available personnel of its government agencies or other regulatory bodies who have expertise in the matter subject to consultations.
5. The consultations under this Article shall be confidential and without prejudice to the rights of either Party in any further proceedings.

Article 21.4: Referral of Matters to the Joint FTA Committee

1. If the consultations fail to resolve the matter within 40 days of the delivery of a Party’s request for consultations under Article 21.3.2, or 20 days in cases of urgency including those which concern perishable goods, the complaining Party may refer the matter to the Joint FTA Committee by delivering written notification to the other Party. The Joint FTA Committee shall endeavour to resolve the matter.
2. The Joint FTA Committee may:
- (a) call on such technical advisers or create such working groups or expert groups as it deems necessary;
 - (b) have recourse to good offices, conciliation, mediation or such other dispute resolution procedures; or
 - (c) make recommendations;
- as may assist the Parties to reach a mutually satisfactory resolution of the dispute.

Article 21.5: Establishment of Arbitral Panels

1. The complaining Party that requested consultations under Article 21.3 may request in writing the establishment of an arbitral panel, if the Parties fail to resolve the matter within:
- (a) 45 days after the date of receipt of the request for consultation if there is no referral to the Joint FTA Committee under Article 21.4;
 - (b) 30 days of the Joint FTA Committee convening pursuant to Article 21.4, or 15 days in cases of urgency including those which concern perishable goods; or

2. 请求方向另一方提交请求，说明请求理由，包括指明相关措施及投诉的法律依据，并提供足够信息以便审查该事项。
3. 当事人应尽一切努力通过本条款下的磋商，就此事达成双方均可接受的解决方案。
4. 在本条款下的磋商中，一方可以请求另一方提供其政府机构或其他监管机构中具备相关专业知识的人员。
5. 本条款下的磋商应保密，且不影响任何一方在进一步程序中的权利。

第21.4条：转交事项至联合自由贸易委员会

1. 如果在第21.3.2条下的磋商请求送达后40天内未能解决此事，或在紧急情况下（包括涉及易腐商品的紧急情况）20天内未能解决，投诉方可以通过向另一方送达书面通知的方式将此事转交至联合自由贸易委员会。联合自由贸易委员会应努力解决此事。
2. 联合自由贸易委员会可以：
- (a) 要求其认为必要的此类技术顾问或创建此类工作组或专家小组；（
 - b) 诉诸翰旋、调解或此类其他争端解决程序；或 (c) 提出建议；
- 以协助当事人就争议达成双方均可接受的解决方案。

第21.5条：设立仲裁小组

1. 根据第21.3条请求磋商的投诉方，如果当事人在以下期限内未能解决该事项，可以书面请求设立仲裁小组：
- (a) 收到咨询请求之日起45天内，如果未根据第21.4条转交联合自由贸易委员会；(b) 根据第21.4条联合自由贸易委员会召开之日起30天内，或紧急情况下（包括涉及易腐商品的紧急情况）15天内；或

- (c) 60 days after a Party has delivered a request for consultation under Article 21.3, or 30 days in cases of urgency including those which concern perishable goods, if the Joint FTA Committee has not convened after a referral under Article 21.4.

- 2. The establishment of an arbitral panel shall not be requested on any matter relating to a proposed measure.
- 3. Any request to establish an arbitral panel pursuant to this Article shall identify:
 - (a) the specific measure at issue;
 - (b) the legal basis of the complaint including any provision of this Agreement alleged to have been breached and any other relevant provisions; and
 - (c) the factual basis for the complaint.
- 4. The panel shall be established and perform its functions in a manner consistent with the provisions of this Chapter.
- 5. The date of the establishment of an arbitral panel shall be the date on which the chair is appointed.

Article 21.6: Terms of Reference of Arbitral Panels

Unless the Parties otherwise agree within 20 days from the date of receipt of the request for the establishment of the arbitral panel, the terms of reference of the arbitral panel shall be:
“To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitral panel pursuant to Article 21.5, to make findings of law and fact and determinations on whether the measure is not in conformity with the Agreement or is causing nullification or impairment in the sense of Article 21.1(c) together with the reasons therefore, and to issue a written report for the resolution of the dispute. If the Parties agree, the arbitral panel may make recommendations for resolution of the dispute.”

Article 21.7: Composition of Arbitral Panels

- 1. An arbitral panel shall comprise three panelists.
- 2. Each Party shall, within 30 days after the date of receipt of the request for the establishment of an arbitral panel, appoint one panelist who may be its national and propose up to three candidates to serve as the third panelist who shall be the chair of the arbitral panel. The third panelist shall not be a national of either Party, nor have

- (c) 一方根据第21.3条提交咨询请求后60天内，或紧急情况下（包括涉及易腐商品的紧急情况）30天内，如果根据第21.4条转交联合自由贸易委员会后其未召开。

- 2. 设立仲裁小组不得就拟议措施相关的任何事项提出请求。
- 3. 根据本条款提出的设立仲裁小组的请求应明确：
 - (a) 相关措施； (b) 投诉的法律依据，包括据称违反本协定条款的任何条款以及任何其他相关条款； 以及 (c) 投诉的事实依据。
- 4. 仲裁小组应以与本章节条款一致的方式设立并履行其职能。
- 5. 仲裁小组设立之日应为主席任命之日。

第21.6条：仲裁小组的参考条款

除非当事人自收到仲裁小组设立请求之日起20天内另行同意，仲裁小组的参考条款应如下：
“根据本协定相关条款，审查仲裁小组设立请求中所述事项，作出法律和事实认定，并确定措施是否与本协定不一致或造成第21.1(c)条意义上的取消或损害，并说明理由，以及为解决争议发布书面报告。如果当事人同意，仲裁小组可以就解决争议提出建议。”

第21.7条：仲裁小组的组成

- 1. 仲裁小组应由三名仲裁员组成。
- 2. 各一方应在收到设立仲裁小组的请求之日起30天内任命一名仲裁员，该仲裁员可以是其国家公民，并提出最多三名候选人作为第三仲裁员，该第三仲裁员应为仲裁小组主席。第三仲裁员不得是任何一方的国家公民，也不应在任何一方有通常居住地，也不应受雇于任何一方，也不应在任何能力上处理过该争议。

his or her usual place of residence in either Party, nor be employed by either Party, nor have dealt with the dispute in any capacity.

3. The Parties shall agree on and appoint the third panelist within 45 days after the date of receipt of the request for the establishment of an arbitral panel, taking into account the candidates proposed pursuant to paragraph 2.
4. If a Party has not appointed a panelist pursuant to paragraph 2 or if the Parties fail to agree on and appoint the third panelist pursuant to paragraph 3, the panelist or panelists not yet appointed shall be chosen within seven days by lot from the candidates proposed pursuant to paragraph 2.
5. All panelists shall:
- (a) have expertise or experience in law, international trade or other matters covered by this Agreement;
 - (b) be chosen strictly on the basis of objectivity, reliability and sound judgment;
 - (c) be independent of, and not be affiliated with or receive instructions from, the government of either Party; and
 - (d) comply with a code of conduct, to be provided in the Rules of Procedure referred to in Article 21.13.
6. If a panelist appointed under this Article dies, becomes unable to act or resigns, a successor shall be appointed within 15 days in accordance with the appointment procedure provided for in paragraphs 2, 3 and 4, which shall be applied, respectively, *mutatis mutandis*. The successor shall have all the powers and duties of the original panelist. The work of the arbitral panel shall be suspended for a period beginning on the date the original panelist dies, becomes unable to act or resigns. The work of the arbitral panel shall resume on the date the successor is appointed.

Article 21.8: Proceedings of Arbitral Panels

1. The arbitral panel shall meet in closed session except when meeting with the Parties. Panel meetings with the Parties shall be open to the public except where information designated as confidential by a Party is being discussed.
2. The Parties shall be given the opportunity to provide at least one written submission and to attend any of the presentations, statements or rebuttals in the proceedings. All information or written submissions submitted by a Party to the arbitral panel, including any comments on the draft report and responses to questions put by the arbitral panel, shall be made available to the other Party.
3. The arbitral panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually satisfactory resolution.

他或她的通常居住地也不应在任何一方，也不应受雇于任何一方，也不应在任何能力上处理过该争议。

3. 当事人应当在收到设立仲裁小组的请求之日起45天内，就第三仲裁员达成一致并任命，并应考虑根据第2段提出的候选人。
4. 如果一方未根据第2段任命仲裁员，或者如果当事人未能根据第3段就第三仲裁员达成一致并任命，则应在七天内从根据第2段提出的候选人中通过抽签方式任命尚未任命的仲裁员或仲裁员。
5. 所有仲裁员应当：
- (a) 具有法律、国际贸易或本协定涵盖的其他事项的专业知识或经验；
 - (b) 严格基于客观性、可靠性和健全的判断进行选择；(c) 与任何一方政府独立，不得有任何形式的附属关系或接受其指示；并且(d) 遵守第21.13条所指的程序规则中提供的行为准则。
6. 如果根据本条款任命的仲裁员去世、无法履行职责或辞职，应在15天内根据第2、3和4段规定的任命程序任命继任者，这些程序应相应地变通适用。继任者应拥有原仲裁员的所有权力和职责。仲裁小组的工作应从原仲裁员去世、无法履行职责或辞职之日起暂停。仲裁小组的工作应在继任者任命之日起恢复。

第21.8条：仲裁小组的程序

1. 仲裁小组应举行闭门会议，但与当事人会面时除外。与当事人会面的仲裁小组会议应向公众开放，除非正在讨论一方指定为保密的信息。
2. 当事人应有机会至少提交一份书面陈述，并参加程序中的任何陈述、声明或反驳。一方向仲裁小组提交的所有信息或书面提交，包括对草案报告的任何评论以及对仲裁小组提出问题的答复，均应提供给另一方。
3. 仲裁小组应与当事人适当协商，并提供充分的机会以达成双方均可接受的解决方案。

4. The arbitral panel shall aim to make its decisions, including its report, by consensus but may also make its decisions, including its report, by majority vote.

5. After notifying the Parties, and subject to such terms and conditions as the Parties may agree if any within 10 days, the arbitral panel may seek information from any relevant source and may consult experts to obtain their opinion or advice on certain aspects of the matter. The panel shall provide the Parties with a copy of any advice or opinion obtained and an opportunity to provide comments.

6. The deliberations of the arbitral panel and the documents submitted to it shall be kept confidential.

7. Notwithstanding paragraph 6, either Party may make public statements as to its views regarding the dispute, but shall treat as confidential, information and written submissions submitted by the other Party to the arbitral panel which that other Party has designated as confidential. Where a Party has provided information or written submissions designated to be confidential, that Party shall, within 28 days of a request of the other Party, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

8. Each Party shall bear the cost of its appointed panelist and its own expenses. The cost of the chair of an arbitral panel and other expenses associated with the conduct of the proceedings shall be borne by the Parties in equal shares.

Article 21.9: Suspension or Termination of Proceedings

1. The Parties may agree that the arbitral panel suspend its work at any time for a period not exceeding 12 months from the date of such agreement. In the event of such a suspension, the time-frames set out in paragraphs 2, 5 and 7 of Article 21.10 and paragraph 7 of Article 21.12 shall be extended by the amount of time that the work was suspended. If the work of the arbitral panel has been suspended for more than 12 months, the authority for establishment of the arbitral panel shall lapse unless the Parties agree otherwise.

2. The Parties may agree to terminate the proceedings of the arbitral panel by jointly so notifying the chair of the arbitral panel at any time before the issuance of the report to the Parties.

Article 21.10: Report

1. The report of the arbitral panel shall be drafted without the presence of the Parties. The panel shall base its report on the relevant provisions of this Agreement and the submissions and arguments of the Parties, and may take into account any other relevant information provided to the panel.

2. The arbitral panel shall, within 180 days, or within 60 days in cases of urgency, including those which concern perishable goods, after the date of its establishment, submit to the Parties its draft report.

4. 仲裁小组应努力达成一致意见作出其决定，包括其报告，但也可通过多数票作出其决定，包括其报告。

5. 通知当事人后，在当事人可在10天内就任何条款和条件达成一致的情况下，仲裁小组可以从任何相关来源获取信息，并咨询专家以获取他们对事项某些方面的意见或建议。仲裁小组应向当事人提供其获取的任何建议或意见的副本，并给予他们发表意见的机会。

6. 仲裁小组的审议及其提交的文件应保密。

7. 尽管有第6段的规定，任何一方都可以就其对争议的看法发表公开声明，但应将另一方向仲裁小组提交并指定为保密的信息和书面提交视为保密。如果一方提供了指定为保密的信息或书面提交，该方应在另一方提出请求后的28天内，提供非保密的摘要，该摘要可以公开披露。

8. 每一方应承担其指定的仲裁员的费用以及自身的费用。仲裁庭主席的费用以及与进行程序相关的其他费用应由双方平均分担。

第21.9条：程序的暂停或终止

1. 当事人可以约定仲裁小组在任何时间暂停其工作，暂停期限不超过自该协议之日起12个月。如发生暂停，第21.10条第2、5、7段和第21.12条第7段规定的时间限制应相应延长暂停的时间。如果仲裁小组的工作已暂停超过12个月，除非当事人另有约定，否则设立仲裁小组的授权将失效。

2. 当事人可以约定在任何时间前，通过联合通知仲裁小组主席终止仲裁小组的程序，以向当事人提交报告。

第21.10条：报告

1. 仲裁小组的报告应在不通知当事人的情况下起草。专家组应基于本协定相关条款以及当事人的提交和论点，并可根据向专家组提供的任何其他相关信息编制报告。

2. 仲裁小组应在成立之日起180日内，或在紧急情况下（包括涉及易腐商品的紧急情况）60日内，向当事人提交其草案报告。

3. The draft report shall contain both the descriptive part summarising the submissions and arguments of the Parties and the findings and determinations of the arbitral panel. If the Parties agree, the arbitral panel may make recommendations for resolution of the dispute in its report. The findings and determinations of the panel and, if applicable, any recommendations cannot add to or diminish the rights and obligations of the Parties provided in this Agreement.
4. When the arbitral panel considers that it cannot submit its draft report within the aforementioned 180 or 60 day period, it may extend that period with the consent of the Parties.
5. A Party may provide written comments to the arbitral panel on its draft report within 15 days after the date of submission of the draft report.
6. After considering any written comments on the draft report, the arbitral panel may reconsider its draft report and make any further examination it considers appropriate.
7. The arbitral panel shall issue its final report, within 30 days after the date of submission of the draft report. The report shall include any separate opinions on matters not unanimously agreed, not disclosing which panelists are associated with majority or minority opinions.
8. The final report of the arbitral panel shall be available to the public within 15 days after the date of issuance, subject to the requirement to protect confidential information.
9. The report of the arbitral panel shall be final and binding on the Parties.

Article 21.11: Implementation of the Report

1. Unless the Parties agree otherwise, the Party complained against shall eliminate the non-conformity or the nullification or impairment in the sense of Article 21.1(c) as determined in the report of the arbitral panel, immediately, or if this is not practicable, within a reasonable period of time.
2. The Parties shall continue to consult at all times on the possible development of a mutually satisfactory resolution.
3. The reasonable period of time referred to in paragraph 1 shall be mutually determined by the Parties. Where the Parties fail to agree on the reasonable period of time within 45 days after the date of issuance of the report of the arbitral panel referred to in Article 21.10, either Party may refer the matter to an arbitral panel as provided for in Article 21.12.7, which shall determine the reasonable period of time.
4. Where there is disagreement between the Parties as to whether the Party complained against eliminated the non-conformity or the nullification or impairment in the sense of Article 21.1(c) as determined in the report of the arbitral panel within

3. 草案报告应包含总结当事人提交和论点的描述性部分，以及仲裁小组的裁决和认定。如果当事人同意，仲裁小组可以在其报告中就争议的解决提出建议。小组的裁决和认定，以及适用的任何建议，不得增加或减少本协定中规定的当事人的权利和义务。
4. 当仲裁小组认为其无法在上述180天或60天期限内向当事人提交草案报告时，经当事人同意，可延长该期限。
5. 当事人可在草案报告提交之日起15天内，向仲裁小组就其草案报告提供书面意见。
6. 经考虑就草案报告的任何书面意见后，仲裁小组可重新考虑其草案报告，并作出其认为适当的任何进一步调查。
7. 仲裁小组应在草案报告提交之日起30天内提交其最终报告。报告应包括对未达成一致的事项的不同意见，但不披露与多数意见或少数意见相关的仲裁员。
8. 仲裁小组的最终报告应在发布之日起15天内向公众提供，但需遵守保护机密信息的要求。
9. 仲裁小组的报告应当对当事人具有最终约束力。

第21.11条：报告的实施

1. 除非当事人另有约定，被投诉方应当消除仲裁小组报告中根据第21.1(c)条确定的不一致性或取消或损害，立即，或如果此不可行，在合理期限内。
2. 当事人应当随时就可能达成双方均可接受的解决方案进行协商。
3. 第1段所述的合理期限应由当事人共同确定。如果当事人未能在第21.10条所述的仲裁小组报告发出之日起45天内就合理期限达成一致，任何一方都可以根据第21.12.7条的规定将此事提交仲裁小组，该仲裁小组应当确定合理期限。
4. 当事人之间对被投诉方是否在仲裁小组报告所确定的合理期限内消除了第21.1(c)条意义上的非一致性或取消或损害存在争议时，

the reasonable period of time as determined pursuant to paragraph 3, either Party may refer the matter to an arbitral panel as provided for in Article 21.12.7.

Article 21.12: Non-Implementation – Compensation and Suspension of Concessions or other Obligations

1. If the Party complained against notifies the complaining Party that it is impracticable, or the arbitral panel to which the matter is referred pursuant to Article 21.11.4 confirms that the Party complained against has failed to eliminate the non-conformity or the nullification or impairment in the sense of Article 21.1(c) as determined in the report of the arbitral panel within the reasonable period of time as determined pursuant to Article 21.11.3, the Party complained against shall, if so requested, enter into negotiations with the complaining Party with a view to reaching mutually satisfactory compensation.
2. If there is no agreement on satisfactory compensation within 20 days after the date of receipt of the request mentioned in paragraph 1, the complaining Party may suspend the application to the Party complained against of concessions or other obligations under this Agreement, after giving notification of such suspension 30 days in advance. Such notification may only be given 20 days after the date of receipt of the request mentioned in paragraph 1.
3. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 shall be temporary measures. Neither compensation nor suspension is preferred to full elimination of the non-conformity or the nullification or impairment in the sense of Article 21.1(c) as determined in the report of the arbitral panel. The suspension shall only be applied until such time as the non-conformity or the nullification or impairment in the sense of Article 21.1(c) is fully eliminated, or a mutually satisfactory solution is reached.
4. In considering what concessions or other obligations to suspend pursuant to paragraph 2:
 - (a) the complaining Party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the report of the arbitral panel referred to in Article 21.10 has found a failure to comply with the obligations under this Agreement, or nullification or impairment of benefits in the sense of Article 21.1(c); and
 - (b) if the complaining Party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may suspend concessions or other obligations with respect to other sectors. The notification of such suspension pursuant to paragraph 2 shall indicate the reasons on which it is based.
5. The level of suspension referred to in paragraph 2 shall be equivalent to the level of the nullification or impairment.

任何一方均可根据第21.12.7条的规定将此事提交仲裁小组。

第21.12条：未实施——补偿和豁免的暂停或其他义务

1. 如果被投诉方通知投诉方其不可行，或者根据第21.11.4条提交的仲裁小组确认被投诉方未能在根据第21.11.3条确定的合理期限内消除不符合或根据第21.1(c)条在仲裁小组报告中确定的取消或损害，则被投诉方应根据投诉方的请求，与投诉方进行谈判，以期达成双方满意的补偿。
2. 如果在第1段中提到的请求收到之日起20天内没有就令人满意的补偿达成协议，投诉方可以在提前30天通知被投诉方后，暂停根据本协定向被投诉方适用豁免或其他义务。此类通知只能在收到第1段中提到的请求之日起20天后给出。
3. 第1段所述的补偿和第2段所述的暂停应为临时措施。补偿或暂停均不得优先于仲裁小组报告中所确定的非一致性之完全消除，或第21.1(c)条意义上的取消或损害。暂停仅应适用至非一致性或第21.1(c)条意义上的取消或损害被完全消除，或达成双方满意的解决方案之时。
4. 在考虑根据第2段暂停何种豁免或其他义务时：
 - (a) 投诉方应首先寻求暂停与仲裁小组报告（见第21.10条）所述在本协定项下义务未能遵守或第21.1(c)条意义上的利益取消或损害相同的部门相关的豁免或其他义务；以及 (b) 如果投诉方认为暂停与相同部门相关的豁免或其他义务不可行或无效，它可以暂停其他部门的豁免或其他义务。根据第2段发出的此类暂停通知应说明其依据的理由。
5. 第2段中提到的暂停水平应等同于取消或损害的水平。

6. If the Party complained against considers that the requirements for the suspension of concessions or other obligations by the complaining Party set out in paragraph 2, 3, 4 or 5 have not been met, it may refer the matter to an arbitral panel.

7. The arbitral panel that is established for the purposes of this Article or Article 21.11 shall have, wherever possible, as its panelists, the panelists of the original arbitral panel. If this is not possible, then the panelists to the arbitral panel that is established for the purposes of this Article or Article 21.11 shall be appointed pursuant to Article 21.7. The arbitral panel established under this Article or Article 21.11 shall issue its report within 60 days after the date when the matter is referred to it. When the arbitral panel considers that it cannot issue its report within the aforementioned 60 day period, it may extend that period for a maximum of 30 days with the consent of the Parties. The report shall be available to the public within 15 days after the date of issuance, subject to the requirement to protect confidential information. The report shall be final and binding on the Parties.

Article 21.13: Rules of Procedure

The Joint FTA Committee shall adopt the Rules of Procedure which provide for the details of the rules and procedures of arbitral panels established under this Chapter, upon the entry into force of this Agreement. Unless the Parties otherwise agree, the arbitral panel shall follow the rules of procedure adopted by the Joint FTA Committee and may, after consulting the Parties, adopt additional rules of procedure not inconsistent with the rules adopted by the Joint FTA Committee.

Article 21.14: Application and Modification of Rules and Procedures

Any time period or other rules and procedures for arbitral panels provided for in this Chapter, including the Rules of Procedure referred to in Article 21.13, may be modified by mutual consent of the Parties. The Parties may also agree at any time not to apply any provision of this Chapter.

6. 如果被投诉方认为投诉方在第2、3、4或5段中提出的豁免或其他义务的暂停要求未得到满足，它可以向仲裁小组提交此事。

7. 为本条款或第21.11条款之目的而设立的仲裁小组，应尽可能由原仲裁小组的仲裁员担任仲裁员。如果不可能，则根据第21.7条款任命仲裁员至为本条款或第21.11条款之目的而设立的仲裁小组。根据本条款或第21.11条款设立的仲裁小组应在收到案件之日起60天内提交其报告。当仲裁小组认为其不能在该60天期限内提交报告时，经当事人同意，可将该期限最多延长30天。报告应在提交之日起15天内向公众公开，但需保护机密信息。报告应是终局的，并对当事人具有约束力。

第21.13条：程序规则

联合自由贸易委员会应在本协定生效后制定程序规则，该程序规则应规定根据本章设立的仲裁小组的规则和程序的细节。除非当事人另行同意，仲裁小组应遵循联合自由贸易委员会制定的程序规则，并在与当事人协商后，可以制定与联合自由贸易委员会制定的程序规则不一致的补充程序规则。

第21.14条：程序规则的适用和修改

本章规定的任何期限或仲裁小组的其他规则和程序，包括第21.13条中提到的程序规则，均可由当事人协商一致进行修改。当事人也可以随时同意不适用本章的任何规定。