

CHAPTER 15
DISPUTE SETTLEMENT

第15章 争议解决

ARTICLE 15.1: COOPERATION

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

第15.1条 合作

各方应努力就本协议的实施、解释和应用达成一致，并通过合作尽一切努力就任何可能影响其运行的事项达成双方均满意的解决方案。

ARTICLE 15.2: SCOPE OF APPLICATION

Unless otherwise provided in this Agreement, this Chapter shall apply to the settlement of disputes between the Parties regarding the implementation, interpretation and application of this Agreement or wherever a Party considers that:

第15.2条 适用范围

除非本协议另有规定，本章节应适用于各方就本协议的实施、解释和应用所产生的争议的解决，或一方认为存在以下情况：

- (a) a measure of the other Party is inconsistent with its obligations under this Agreement; or
- (b) the other Party has otherwise failed to carry out its obligations under this Agreement.

(a) 另一方采取的措施与其在本协议项下的义务不一致；或 (b) 另一方未能履行其在本协议项下的义务的其他情况。

ARTICLE 15.3: CONTACT POINTS

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.
2. Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

第15.3条 联系点

1. 每一方应指定一个联系点，以便就根据本章提起的任何争议进行沟通。
2. 根据本章提出的任何请求、通知、书面陈述或其他文件，均应通过其指定的联系点交付给另一方。

ARTICLE 15.4: CHOICE OF FORUM

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both parties.
2. Where a dispute regarding any matter arises under this Agreement and under another international trade agreement to which both Parties are party, the complaining Party may select the forum in which to settle the dispute.

第15.4条 争议解决方式的选择

1. 除非本条另有规定，本章不影响各方根据其均为缔约方的其他国际贸易协定可利用的争议解决程序的权利。
2. 当本协议及另一项国际贸易协议（双方当事人均为该协议的缔约方）中涉及任何事项的争议发生时，投诉方可以选择争议解决的争议解决方式。

3. Once the complaining Party has requested the establishment of, or referred a matter to, a dispute settlement panel or arbitral tribunal, the forum selected shall be used to the exclusion of the others.

ARTICLE 15.5: CONSULTATIONS

1. Either Party may request consultations with the other Party with respect to any matter described in Article 15.2 by delivering written notification to the other Party.

2. In this notification, the complaining Party shall set out the reasons for the request, including identification of the measure at issue and an indication of the factual and legal basis for the complaint.

3. If a request for consultations is made, the Party to which the request is made shall reply promptly to the request and shall enter into consultations in good faith, with a view to reaching a mutually satisfactory solution, within a period of no more than:

(a) 10 days after the date of receipt of the request for matters of urgency concerning perishable goods; or

(b) 30 days after the date of receipt of the request for all other matters.

4. The consultations shall be confidential and are without prejudice to the rights of either Party in any further proceedings.

5. In conducting the consultations, the Parties shall:

(a) provide sufficient information to enable a full examination of how the matter might affect the operation and application of this Agreement; and

(b) treat any confidential or proprietary information exchanged in the course of consultations on the same basis as the Party providing the information.

6. If the Party complained against does not enter into consultations within the timeframe specified in paragraph 3(a) or 3(b), then the complaining Party may proceed directly to request the establishment of an arbitral tribunal.

ARTICLE 15.6: GOOD OFFICES, MEDIATION AND CONCILIATION

1. The Parties may at any time agree to good offices, conciliation or mediation. They may begin at any time and be terminated at any time.

3. 一旦投诉方已请求设立争议解决小组或仲裁庭，所选定的争议解决方式应被优先使用，排除其他争议解决方式。

第15.5条：磋商

1. 任何一方可通过向另一方提交书面通知，就第15.2条所述的任何事项请求与另一方磋商。

2. 在此通知中，投诉方应说明请求的理由，包括确定相关措施并说明投诉的事实和法律依据。

3. 如果提出磋商请求，收到请求的一方应迅速回复请求，并以善意进行磋商，以期达成双方均满意的解决方案，期限不超过：

(a) 收到磋商请求后10天内就易腐商品相关紧急事项；或 (b) 收到磋商请求后30天内就所有其他事项。

4. 磋商应保密，且不影响任何一方在进一步程序中的权利。

5. 在进行磋商时，各方应：

(a) 提供足够的信息，以便全面审查该事项可能如何影响本协议的运营和应用；以及 (b) 对在磋商过程中交换的任何保密或专有信息，应与提供信息的一方相同地对待。

6. 如果被投诉方未在第3(a)款或第3(b)款规定的期限内进行磋商，则投诉方可直接请求设立仲裁庭。

ARTICLE 15.6: GOOD OFFICES, MEDIATION 和 CONCILIATION

1. 各方可以随时同意进行翰旋、调停或调解。它们可以随时开始，也可以随时终止。

2. If the Parties agree, good offices, conciliation or mediation may continue while the dispute proceeds for resolution before an arbitral tribunal convened under Article 15.7.

ARTICLE 15.7: ESTABLISHMENT AND COMPOSITION OF AN ARBITRAL TRIBUNAL

1. If the consultations fail to resolve a dispute within:
- (a) 20 days after the date of receipt of the request for consultations regarding a matter of urgency concerning perishable goods; or
 - (b) 60 days after the date of receipt of the request for consultations regarding any other matter;

the Party that made the request for consultations may request, in writing, the establishment of an arbitral tribunal to consider the matter.

2. The request to establish an arbitral tribunal shall identify:
- (a) the specific measures at issue; and
 - (b) the factual and legal basis of the complaint, including the provisions alleged to have been breached and any other relevant provisions of this Agreement, sufficient to present the problem clearly.
3. When a request is made by the complaining Party in accordance with paragraph 1, an arbitral tribunal shall be established.
4. An arbitral tribunal shall be composed of three arbitrators.
5. Within 15 days after the establishment of an arbitral tribunal, each Party shall appoint one arbitrator, who may be its national.
6. The Parties shall, by common agreement, designate the third arbitrator within 30 days after the establishment of the arbitral tribunal. The arbitrator thus appointed shall be the Chair of the arbitral tribunal.
7. If any arbitrator of the arbitral tribunal has not been designated or appointed within 30 days after the establishment of the arbitral tribunal, either Party may request that the Director-General of the WTO designate an arbitrator within 30 days of that request.

2. 如果各方同意，翰旋、调停或调解可以在第15.7条规定的仲裁庭对争议进行审理之前继续进行。

第15.7条：仲裁庭的设立和组成

1. 如果磋商未能在以下期限内解决争端：
- (a) 收到关于易腐商品紧急事项的磋商请求之日起20天内；或 (b) 收到关于任何其他事项的磋商请求之日起60天内；
- 提出磋商请求的当事人可以书面请求设立仲裁庭审理该事项。
2. 设立仲裁庭的请求应明确：
- (a) 争议的具体措施；以及 (b) 投诉的事实和法律依据，包括据称被违反的协议条款以及本协议中的任何其他相关条款，足以清楚地陈述问题。
3. 当投诉方根据第1段提出请求时，应设立仲裁庭。
4. 仲裁庭应由三名仲裁员组成。
5. 在仲裁庭设立后15天内，每一方应任命一名仲裁员，该仲裁员可以是其国籍人士。
6. 各方应通过共同协议，在仲裁庭设立后30天内指定第三名仲裁员。该被任命的仲裁员应为仲裁庭主席。
7. 如果仲裁庭的任何仲裁员在仲裁庭成立后30天内未被指定或任命，任何一方可以请求世界贸易组织总干事在该请求之日起30天内指定一名仲裁员。

8. 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, either Party;
 - (d) not have dealt with the matter in any capacity; and
 - (e) comply with the code of conduct set out in Annex 15-A.
9. The Chair of the arbitral tribunal shall:
- (a) not be a national of either Party; and
 - (b) not have his or her usual place of residence in the territory of either Party.
10. If an arbitrator appointed in accordance with 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 the successor shall have all the powers and duties of the original arbitrator. The work of the arbitral tribunal shall be suspended during the appointment of the successor arbitrator.
11. Where an arbitral tribunal is reconvened in accordance with Articles 15.15 through 15.17, the reconvened arbitral tribunal shall, where possible, have the same arbitrators as in the original arbitral tribunal. If the arbitral tribunal cannot be reconvened with its original arbitrators, the procedures for selection of arbitrators set out in this Article shall apply.

ARTICLE 15.8: FUNCTIONS OF ARBITRAL TRIBUNALS

1. The function of an arbitral tribunal is to 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 relevant provisions of this Agreement cited by the Parties; and
 - (c) whether:

8. 所有仲裁员应:

- (a) 在法律、国际贸易、本协议涵盖的其他事项或国际贸易协议项下的争议解决方面具有专业知识或经验; (b) 严格基于客观性、可靠性和公正判断进行选择; (c) 独立于任何一方, 且不与任何一方有关联或接受任何一方的指示; (d) 未以任何身份处理过该事项; 以及 (e) 遵守附件15-A中规定的行为准则。

9. 仲裁庭主席应:

- (a) 不是任何一方国家的国民; 并且 (b) 其惯常居住地不在任何一方领土内。

10. 如果根据本条规定的仲裁员辞职或无法履行职责, 应按照原仲裁员和继任仲裁员的任命方式任命继任仲裁员, 继任仲裁员应具有原仲裁员的所有权力和职责。在任命继任仲裁员期间, 仲裁庭的工作应暂停。

11. 如果根据第15.15条至第15.17条的规定重新组成仲裁庭, 重新组成的仲裁庭应尽可能具有与原仲裁庭相同的仲裁员。如果仲裁庭无法与其原仲裁员重新组成, 则应适用本条规定的仲裁员选任程序。

ARTICLE 15.8: FUNCTIONS OF ARBITRAL TRIBUNALS

1. 仲裁庭的职能是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) 案件的事实; (b) 当事人援引的与本协议相关规定的适用性; 以及(c) 是否:

- (i) the measure at issue is inconsistent with the obligations of this Agreement; or
- (ii) a Party has otherwise failed to carry out its obligations under this Agreement.

2. Unless the Parties otherwise agree within 20 days after the date of the establishment of the arbitral tribunal, the terms of reference 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 tribunal pursuant to Article 15.7 and to make findings of law and fact together with the reasons therefor for the resolution of the dispute."

3. The findings of the arbitral tribunal shall be binding on the Parties.

ARTICLE 15.9: RULES OF INTERPRETATION

1. The arbitral tribunal shall interpret this Agreement in accordance with customary rules of interpretation of public international law, including as reflected in the *Vienna Convention on the Law of Treaties*, done at Vienna on 23 May 1969.
2. The arbitral tribunal shall have regard to any relevant interpretation established in rulings and recommendations of the WTO Dispute Settlement Body.
3. The rulings and recommendations of the arbitral tribunal cannot add to or diminish the rights and obligations provided for in this Agreement.

ARTICLE 15.10: RULES OF PROCEDURE OF AN ARBITRAL TRIBUNAL

1. Unless the Parties otherwise agree, the arbitral tribunal shall follow the model rules of procedure set out in Annex 15-B.
2. The arbitral tribunal may, after consulting with the Parties, adopt additional rules of procedure not inconsistent with the model rules.

ARTICLE 15.11: SUSPENSION OR TERMINATION OF PROCEEDINGS

1. The Parties 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 tribunal shall resume its work if requested by either Party. If the work of the arbitral

- (i) 相关措施与本协议的义务不一致；或(ii) 一方未按本协议履行其义务。

2. 除非各方在仲裁庭成立之日起20日内另有约定，否则仲裁事项的范围应为：

"根据本协议的相关规定，审查根据第15.7条提出的设立仲裁庭的请求中所述事项，并作出法律和事实的裁决以及作出裁决的理由，以解决争议。"

3. 仲裁庭的裁决对各方具有约束力。

第15.9条：解释规则

1. 仲裁庭应根据国际公法解释的惯例对本协议进行解释，包括1969年5月23日在维也纳签订的《维也纳条约法公约》中体现的惯例。
2. 仲裁庭应参考世界贸易组织争端解决机构裁决和建议中确立的任何相关解释。
3. 仲裁庭的裁决和建议不得增加或减少本协议规定的权利和义务。

第15.10条：仲裁庭的程序规则

1. 除非各方另有约定，仲裁庭应遵循附件15-B中规定的示范程序规则。
2. 仲裁庭经与各方协商后，可采用与示范程序规则不一致的附加程序规则。

ARTICLE 15.11: SUSPENSION OR TERMINATION OF PROCEEDINGS

1. 各方可以同意仲裁庭自协议日期起不超过12个月的期限内随时暂停其工作。在此期间，如果任何一方提出请求，仲裁庭应恢复工作。如果仲裁庭的工作已暂停超过12个月，仲裁庭设立的权力应失效，除非各方另有协议。

tribunal has been suspended for more than 12 months, the authority for establishment of the tribunal shall lapse, unless the Parties otherwise agree.

2. The Parties may agree to terminate the proceedings of the arbitral tribunal in the event that a mutually satisfactory solution to the dispute has been found. In such event the Parties shall jointly notify the Chair of the arbitral tribunal.

3 Before the arbitral tribunal presents its final report, it may at any stage of the proceedings propose to the Parties that the dispute be settled amicably.

ARTICLE 15.12: REPORT OF THE ARBITRAL TRIBUNAL

1. In order to enable the Parties to have an opportunity for review and comment, the arbitral tribunal shall present the Parties with its initial report within 90 days of appointment of the final arbitrator setting out its findings of facts, its reasoning, and its determination as to whether:

- (a) the measure at issue is inconsistent with the obligations of this Agreement;
- (b) a Party has otherwise failed to carry out its obligations under this Agreement.

2. The arbitral tribunal shall base its report on the relevant provisions of this Agreement, the submissions and arguments of the Parties and any information or technical advice it has obtained in accordance with its rules of procedure. The arbitral tribunal may also, on the joint request of the Parties, suggest ways in which the Party complained against could implement the recommendations.

3. In exceptional cases, if the arbitral tribunal considers it cannot present its initial report within 90 days, it shall inform the Parties in writing of the reasons for the delay, together with an estimate of the period within which it will issue its report. Any delay shall not exceed a further period of 30 days, unless the Parties otherwise agree.

4. Each Party may submit written comments to the arbitral tribunal within 10 days of the presentation of the initial report. After considering these written comments by the Parties and making any further examination it considers appropriate, the arbitral tribunal shall present the Parties its final report within 30 days of presentation of the initial report, unless the Parties otherwise agree.

5. The final report of the arbitral tribunal shall be made available to the public within 10 days from the date of its presentation to the Parties.

如果仲裁庭的工作已暂停超过12个月，仲裁庭设立的权力应失效，除非各方另有协议。

2. 当事人可以同意在找到对争议的相互满意的解决方案时终止仲裁庭的程序。在这种情况下，各方应联合通知仲裁庭主席。

3 在仲裁庭提交其最终报告之前，它可以在程序的任何阶段提议向当事人提出友好解决争议的建议。

ARTICLE 15.12: 仲裁庭的报告

1. 为了使当事人有机会进行审查和评论，仲裁庭应在最终仲裁员任命后的90天内向当事人提交其初步报告，其中说明其事实认定、推理及其认定是否：

- (a) 相关措施与本协议的义务不一致； (b) 一方未按本协议履行其义务。

2. 仲裁庭应根据本协议的相关规定、当事人的提交和论点以及其根据程序规则获得的信息或技术建议，撰写报告。仲裁庭还可在双方共同请求的情况下，建议被投诉方如何实施建议。

3. 在特殊情况下，如果仲裁庭认为其无法在90天内提交初步报告，则应书面通知当事人延误的原因，并附上其预计提交报告的期限。任何延误不得超过额外的30天，除非当事人另有约定。

4. 每一方可在初步报告提交后10天内向仲裁庭提交书面意见。在考虑当事人的书面意见并进行其认为适当的进一步审查后，仲裁庭应在初步报告提交后30天内向当事人提交最终报告，除非当事人另有约定。

5. 仲裁庭的最终报告应在提交给各方之日起10天内予以公开。

ARTICLE 15.13: IMPLEMENTATION OF THE FINAL REPORT

1. Where the arbitral tribunal makes a finding that a measure is inconsistent with this Agreement, or that a Party has otherwise failed to carry out its obligations under this Agreement, the Party complained against shall bring the measure into conformity with this Agreement.

2. Within 30 days of the presentation of the final report of the arbitral tribunal to the Parties, the Party complained against shall inform the complaining Party of its intentions with respect to implementation of the findings of the arbitral tribunal. If it is impracticable to comply immediately with the findings, the Party complained against shall have a reasonable period of time in which to do so.

ARTICLE 15.14: REASONABLE PERIOD OF TIME

1. The reasonable period of time shall be mutually determined by the Parties. Where the Parties fail to agree on the reasonable period of time within 45 days of the presentation of the arbitral tribunal's final report, either Party may refer the matter to the original arbitral tribunal, to the extent this is possible, which shall determine the reasonable period of time.

2. The arbitral tribunal shall provide its determination to the Parties within 30 days after the date of the referral of the matter to it. Prior to making its determination, the arbitral tribunal shall seek written submissions from the Parties and, if requested by either Party, hold a meeting with the Parties where each will be given an opportunity to present its submission. As a guideline, the reasonable period of time should not exceed 15 months from the date of the issuance of the arbitral tribunal's final report. However, that time may be shorter or longer depending upon the particular circumstances.

3. When the arbitral tribunal considers that it cannot provide its determination within this timeframe, it shall inform the Parties in writing of the reasons for the delay together with an estimate of the period within which it will provide its determination. Any delay shall not exceed a further period of 15 days, unless the Parties otherwise agree.

ARTICLE 15.15: COMPLIANCE REVIEW

1. Where the Parties disagree on the existence or consistency with this Agreement of measures taken to comply with the obligations in Article 15.13.1, such dispute shall be referred to an arbitral tribunal under this Chapter, including wherever possible by resort to the original arbitral tribunal.

第15.13条：最终报告的实施

1. 当仲裁庭认定一项措施与本协议不一致，或一方未履行本协议项下的义务时，被投诉方应将该措施与本协议保持一致。

2. 在仲裁庭向各方提交最终报告之日起30天内，被投诉方应当通知投诉方其关于实施仲裁庭认定事项的意图。如果立即遵守认定事项不切实际，被投诉方应当有一个合理期限来这样做。

第15.14条：合理期限

1. 合理期限应当由各方共同确定。在仲裁庭提交最终报告之日起45天内，如果各方未能就合理期限达成一致，任何一方都可以将此事提交原仲裁庭，在可能的情况下，仲裁庭应当认定合理期限。

2. 仲裁庭应当在将此事提交给仲裁庭之日起30天内向各方提供其认定。在作出认定之前，仲裁庭应当向各方征求书面陈述，并且如果任何一方提出要求，仲裁庭还应当与各方举行会议，每个方都有机会陈述其提交。作为指南，合理期限不应超过仲裁庭最终报告发布之日起15个月。然而，具体情况下，该期限可能更短或更长。

3. 当仲裁庭认为其不能在此期限内作出认定时，应当以书面形式通知当事人延误的原因，并估计其将在多长时间内作出认定。任何延误不得超过额外的15天，除非当事人另行同意。

A15.15: COMPLIANCE REVIEW

1. 当事人对为履行第15.13.1条义务而采取的措施是否符合本协议的存在或一致性存在分歧时，此类争议应提交本章规定的仲裁庭解决，包括在可能的情况下提交原仲裁庭。

2. Such request may only be made after:
- (a) the expiry of the reasonable period of time; or
 - (b) the Party complained against has given written notification to the complaining Party that it has complied with the obligations in Article 15.13.1.
3. The arbitral tribunal convened under this Article shall reconvene as soon as possible after the delivery of the request and shall issue its final report on the matter within 60 days of the date of delivery of the written notification.
4. The arbitral tribunal shall make an objective assessment of the matter before it, including an objective assessment of:
- (a) the facts of any implementation action taken by the Party complained against to comply with the obligations in Article 15.13.1; and
 - (b) whether the Party complained against has complied with the obligations in Article 15.13.1,

and set out its findings on both elements in its report.

ARTICLE 15.16: COMPENSATION AND SUSPENSION OF CONCESSIONS AND OBLIGATIONS

1. If the Party complained against:
- (a) fails to comply with the findings of the arbitral tribunal within the reasonable period of time;
 - (b) expresses in writing that it will not comply with the findings of the arbitral tribunal, or
 - (c) has been found through the compliance review process set out in Article 15.15 to have not complied with the obligations in Article 15.13.1,

that Party shall, if so requested, enter into negotiations with the complaining Party with a view to reaching a mutually satisfactory agreement on any necessary compensation.

2. If the Parties do not reach agreement on compensation in accordance with paragraph 1 within 20 days, the complaining Party may provide written notification to the Party complained against that it intends to suspend the application to the Party complained against of concessions and obligations under this Agreement of equivalent effect to the level of non-conformity that the arbitral tribunal has found. The notification

2. 此请求只能在以下情况下提出：

(a) 合理期限的届满；或 (b) 被投诉方向投诉方已发出书面通知，表明其已履行第15.13.1条中的义务。

3. 根据本条组建的仲裁庭应在收到请求后尽快重新开庭，并在收到书面通知之日起60天内就此事发布最终报告。

4. 仲裁庭应对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) 被投诉方为履行第15.13.1条中的义务而采取的实施行为的事实；以及 (b) 被投诉方是否已履行第15.13.1条中的义务，

并在其报告中说明关于这两个要素的调查结果。

第15.16条：赔偿和特许权和义务的暂停

S

1. 如果被投诉方：

(a) 在合理期限内未遵守仲裁庭的裁决；(b) 以书面形式表示将不遵守仲裁庭的裁决，或(c) 经第15.15条规定的合规审查程序认定未遵守第15.13.1条中的义务，

该方应根据投诉方的请求，与投诉方进行谈判，以就任何必要的赔偿达成双方满意的协议。

2. 如果各方未能在第1段规定的20天内就赔偿达成协议，投诉方可以向被投诉方提供书面通知，表明其打算暂停向被投诉方申请本协议下与仲裁庭发现的非一致性水平相当的让步和义务。通知

shall specify the level of concessions or other obligations that the complaining Party proposes to suspend.

3. The complaining Party may begin suspending concessions and obligations 30 days after it provides notification of its intention to suspend, or after an arbitral tribunal issues its determination under paragraph 6.

4. Any suspension of concessions and obligations shall be restricted to benefits accruing to the other Party under this Agreement.

5. In considering what concessions and obligations to suspend in accordance with paragraph 2, the complaining Party shall apply the following principles:

- (a) the complaining Party should first seek to suspend concessions and obligations in the same sector(s) as that affected by the measure that the arbitral tribunal has found to be inconsistent with the obligations of this Agreement; and
- (b) if the complaining Party considers that it is not practicable or effective to suspend concessions and obligations in the same sector(s), it may suspend concessions and obligations in other sectors. The communication in which it announces such a decision shall indicate the reasons on which it is based.

6. If the Party complained against objects to the level of suspension proposed, or considers that the principles set out in paragraph 5 have not been applied, it may make a written request to reconvene the original arbitral tribunal to examine the matter. The arbitral tribunal shall determine whether the level of concessions and obligations to be suspended by the complaining Party in accordance with paragraph 2 is equivalent to the level of non-conformity. If the arbitral tribunal cannot be established with its original arbitrators, the proceeding set out in Article 15.7 shall be applied.

7. The arbitral tribunal shall present its determination within 60 days of the request made in accordance with paragraph 6 or, if an arbitral tribunal cannot be established with its original arbitrators, from the date on which the last arbitrator is designated. The determination of the arbitral tribunal shall be final and binding and shall be made publicly available.

8. The suspension of concessions and obligations shall be temporary and shall only be applied until such time as the measure found to be inconsistent with this Agreement has been removed, or a mutually satisfactory solution is reached.

应具体说明投诉方提议暂停的让步或其他义务的水平。

3. 投诉方可以在其提供暂停意向通知后30天开始暂停特许权和义务，或仲裁庭根据第6段作出认定后。

4. 任何特许权和义务的暂停应仅限于本协议项下另一方获得之利益。

5. 在根据第2段考虑应暂停哪些特许权和义务时，投诉方应适用以下原则：

- (a) 投诉方应首先寻求暂停与仲裁庭认定与本协议义务不一致的措施所影响的同一部门(门)的特许权和义务；以及(b)如果投诉方认为在同一部门(门)暂停特许权和义务不切实际或无效，它可以暂停其他部门的特许权和义务。其宣布此类决定的通讯应说明其依据的理由。

6. 如果被投诉方反对所提议的暂停水平，或认为第5段中规定之原则未得到适用，它可以向原仲裁庭提出书面请求以重新审议此事。仲裁庭应认定投诉方根据第2段应暂停的特许权和义务水平是否等同于非一致性水平。如果无法以其原仲裁员成立仲裁庭，则应适用第15.7条规定的程序。

7. 仲裁庭应在第6段规定的请求之日起60日内作出认定，或者如果无法以原仲裁员组成仲裁庭，则应自最后一名仲裁员指定之日起作出认定。仲裁庭的认定是终局的、具有约束力的，并应予以公开。

8. 特许权和义务的暂停应为临时性的，并且仅应适用至被认定为与本协议不一致的措施被移除，或达成双方均满意的解决方案之时。

ARTICLE 15.17: POST SUSPENSION REVIEW

1. Where the right to suspend concessions and obligations has been exercised in accordance with Article 15.16, if the Party complained against considers that it has complied with its obligations in Article 15.13.1, it may provide written notice to the complaining Party with a description of how it has complied. If the complaining Party disagrees, it may refer the matter to the original arbitral tribunal within 30 days after receipt of such written notice. If the arbitral tribunal cannot be established with its original arbitrators, the proceeding set out in Article 15.7 shall be applied. Otherwise, the complaining Party shall promptly stop the suspension of concessions and obligations.

2. The arbitral tribunal shall release its report within 60 days after the referral of the matter. If the arbitral tribunal concludes that the Party complained against has eliminated the non-conformity, the complaining Party shall promptly stop the suspension of concessions and obligations.

第15.17条：暂停审查

1. 当根据第15.16条行使暂停特许权和义务的权利时，若被投诉方认为其已履行第15.13.1条项下的义务，其可向投诉方提供书面通知，说明其履行义务的方式。若投诉方不同意，其可在收到该书面通知后30天内将此事提交原仲裁庭。如果无法以原仲裁员成立仲裁庭，则应适用第15.7条中规定的手续。否则，投诉方应立即停止暂停特许权和义务。

2. 仲裁庭应在案件提交后60天内发布其报告。如果仲裁庭认定被投诉方已消除非一致性，投诉方应立即停止暂停特许权和义务。

**ANNEX 15-A
CODE OF CONDUCT**

附件15-A 行为准则

Definitions

1. For the purposes of this Annex:
- (a) **assistant** means a person who, under the terms of appointment of an arbitrator, conducts research or provides support for the arbitrator;
 - (b) **arbitrator** means a member of an arbitral tribunal established under Article 15.7;
 - (c) **proceeding**, unless otherwise specified, means the proceeding of an arbitral tribunal under this Chapter; and
 - (d) **staff**, in respect of an arbitrator, means persons under the direction and control of the arbitrator, other than assistants.

Responsibilities to the Process

2. Every arbitrator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process are preserved. Former arbitrators shall comply with the obligations established in paragraphs 17 through 20.

Disclosure Obligations

3. Prior to confirmation of his or her selection as an arbitrator under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.
4. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the FTA Joint Commission for consideration by the Parties. The obligation to disclose is a continuing duty, which requires an arbitrator to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

定义

1. 附件的目的在于：
- (a) 助理是指根据仲裁员任命条款，从事研究或为仲裁员提供支持的人员；
 - (b) 仲裁员是指根据第15.7条设立的仲裁庭成员；(c) 程序，除非另有规定，是指根据本章设立的仲裁庭的程序；以及(d) 对于仲裁员，工作人员是指仲裁员指挥和控制的人员，但助理除外。

对程序的义务

2. 每位仲裁员应避免不当行为和不当行为的表象，应保持独立和公正，应避免直接和间接的利益冲突，并应遵守高标准行为，以维护争议解决程序的完整性和公正性。前任仲裁员应遵守第17至20段规定的义务。

披露义务

3. 在根据本协议确认其被选为仲裁员之前，候选人应当披露任何可能影响其独立性或公正性或可能合理地造成程序中不当行为或偏袒表象的兴趣、关系或事项。为此，候选人应尽一切合理努力以了解任何此类兴趣、关系和事项。
4. 一旦选定，仲裁员应继续尽一切合理努力，了解第3段中提到的任何利益、关系和事项，并通过书面形式向FTA联合委员会通报，供各方审议。披露义务是一项持续义务，要求仲裁员披露在任何程序阶段可能出现的任何此类利益、关系和事项。

Performance of Duties by Arbitrators

- 5. An arbitrator shall comply with the provisions of this Chapter and the applicable rules of procedure.
- 6. On selection, an arbitrator shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.
- 7. An arbitrator shall not deny other arbitrators the opportunity to participate in all aspects of the proceeding.
- 8. An arbitrator shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.
- 9. An arbitrator shall take all appropriate steps to ensure that the arbitrator’s assistant and staff are aware of, and comply with, paragraphs 2, 3, 4, 19, 20 and 21.
- 10. An arbitrator shall not engage in *ex parte* contacts concerning the proceeding.
- 11. An arbitrator shall not communicate matters concerning actual or potential violations of this Annex by another arbitrator unless the communication is to both Parties or is necessary to ascertain whether that arbitrator has violated or may violate this Annex.

Independence and Impartiality of Arbitrators

- 12. An arbitrator shall be independent and impartial. An arbitrator shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.
- 13. An arbitrator shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.
- 14. An arbitrator shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the arbitrator’s duties.
- 15. An arbitrator shall not use his or her position on the arbitral tribunal to advance any personal or private interests. An arbitrator shall avoid actions that may create the impression that others are in a special position to influence the arbitrator. An arbitrator shall make every effort to prevent or discourage others from representing themselves as being in such a position.
- 16. An arbitrator shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the arbitrator’s conduct or judgment.

仲裁员的职责履行

- 5. 仲裁员应遵守本章的规定以及适用的程序规则。
- 6. 在选定后，仲裁员应在整个程序过程中勤勉、迅速地履行其职责，并确保公平和勤勉。
- 7. 仲裁员不得剥夺其他仲裁员参与程序所有方面的机会。
- 8. 仲裁员应仅考虑程序中提出的那些对作出裁决必要的问题，并且不得将裁决的职责委托给任何其他人。
- 9. 仲裁员应采取所有适当措施以确保仲裁员’s助理和工作人员都了解并遵守第2、3、4、19、20和21段的规定。
- 10. 仲裁员不得进行与案件相关的单方接触g.
- 11. 仲裁员不得就另一名仲裁员实际或可能违反本附件的事项进行沟通，除非该沟通是同时向双方当事人进行的，或者有必要查明该仲裁员是否违反或可能违反本附件。

仲裁员的独立性和公正性

- 12. 仲裁员应当独立且公正。仲裁员应当以公平的方式行事，并应避免造成不正当行为或偏袒的表象。
- 13. 仲裁员不得受自身利益、外部压力、政治因素、公众喧嚣、对一方当事人的忠诚或害怕批评的影响。
- 14. 仲裁员不得直接或间接承担任何义务或接受任何利益，这些义务或利益在任何方面都会干扰或看似干扰仲裁员职责的适当履行。
- 15. 仲裁员不得利用其在仲裁庭中的职位来谋取任何个人或私人利益。仲裁员应避免采取可能造成他人认为其处于影响仲裁员的优势地位的行为。仲裁员应尽一切努力防止或制止他人声称处于这种地位。
- 16. 仲裁员不得允许过去的或现有的财务、商业、专业、家庭或社会关系或责任影响仲裁员的行为或判断。

17. An arbitrator shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the arbitrator's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

18. An arbitrator or former arbitrator shall avoid actions that may create the appearance that the arbitrator was biased in carrying out the arbitrator's duties or would benefit from the decision or report of the arbitral tribunal.

Maintenance of Confidentiality

19. An arbitrator or former arbitrator shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

20. An arbitrator shall not disclose an arbitral tribunal report, or parts thereof, prior to its publication.

21. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitral tribunal, or any arbitrator's view, except as required by legal or constitutional requirements.

17. 仲裁员应避免进入任何关系，或获得任何财务利益，这些关系或利益可能会影响仲裁员的公正性，或可能合理地产生不当行为或偏袒的表象。

特定情况下的职责

18. 仲裁员或前任仲裁员应避免采取任何可能造成仲裁员在履行职责时存在偏见或从仲裁庭的裁决或报告中获益的行为。

保密性的维持

19. 仲裁员或前任仲裁员在任何时候不得披露或使用与程序有关的任何非公开信息，或程序期间获得的信息，除非出于程序的目的，并且在任何情况下，不得披露或使用此类信息以谋取个人利益，或为他人谋取利益，或损害他人的利益。

20. 仲裁员不得在仲裁庭报告发布前披露该报告或其部分内容。

21. 仲裁员或前任仲裁员在任何时候均不得披露仲裁庭的审议，或任何仲裁员的意见，除非根据法律或宪法要求。

ANNEX 15-B
MODEL RULES OF PROCEDURE FOR THE ARBITRAL TRIBUNAL

Timetable

1. After consulting the Parties, an arbitral tribunal shall, whenever possible within 10 days of the appointment of the final arbitrator, fix the timetable for the arbitral tribunal process. The indicative timetable attached to these Rules should be used as a guide.
2. The arbitral tribunal process shall, as a general rule, not exceed 270 days from the date of establishment of the arbitral tribunal until the date of the final report, unless the Parties otherwise agree.
3. Should the arbitral tribunal consider there is a need to modify the timetable, it shall inform the Parties in writing of the proposed modification and the reason for it.

Written Submissions and other Documents

4. Unless the arbitral tribunal otherwise decides, the complaining Party shall deliver its first written submission to the arbitral tribunal no later than 14 days after the date of appointment of the final arbitrator. The Party complained against shall deliver its first written submission to the arbitral tribunal no later than 30 days after the date of delivery of the complaining Party's first written submission. Copies shall be provided for each arbitrator.
5. Each Party shall also provide a copy of its first written submission to the other Party at the same time as it is delivered to the arbitral tribunal.
6. Within 20 days of the conclusion of the hearing, each Party may deliver to the arbitral tribunal and the other Party a supplementary written submission responding to any matter that arose during the hearing.
7. All written documents provided to the arbitral tribunal or by one Party to the other Party shall also be provided in electronic form.
8. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitral tribunal proceeding may be corrected by delivery of a new document clearly indicating the changes.

Operation of the Arbitral Tribunal

9. All arbitrators shall be present at hearings. Only arbitrators may take part in the deliberations of the arbitral tribunal. In consultation with the Parties, assistants, translators or designated note takers may also be present at hearings to assist the arbitral

附件15-B仲裁庭程序示范规则

时间表

1. 在咨询各方后，仲裁庭应在最终仲裁员任命后的10天内，尽可能确定仲裁程序的时间表。应使用本规则附带的指示时间表作为指南。
2. 仲裁程序通常不应超过仲裁庭成立之日起至最终报告之日止的270天，除非各方另有约定。
3. 如果仲裁庭认为有必要修改时间表，应书面通知各方拟进行的修改及其理由。

书面陈述和其他文件

4. 除非仲裁庭另有决定，投诉方应在最终仲裁员任命之日起14天内将其第一份书面陈述提交给仲裁庭。被投诉方应在投诉方提交其第一份书面陈述之日起30天内将其第一份书面陈述提交给仲裁庭。应向每位仲裁员提供副本。
5. 每一方在将其第一份书面陈述提交给仲裁庭的同时，也应向另一方提供该书面陈述的副本。
6. 在听证会结束后20天内，每一方可以将其补充书面陈述提交给仲裁庭和另一方，以回应听证会期间出现的任何事项。
7. 提供给仲裁庭或一方提供给另一方的所有书面文件也应以电子形式提供。
8. 与仲裁庭程序相关的任何请求、通知、书面陈述或其他文件中出现的轻微的书性性质错误，可以通过提交一份明确说明更改的新文件来更正。

仲裁庭的运作

9. 所有仲裁员都应出席听证会。只有仲裁员可以参加仲裁庭的审议。经与当事人协商，助手、翻译人员或指定记录员也可以出席听证会以协助仲裁庭的工作。仲裁庭建立的任何此类安排经当事人同意后可以修改。

tribunal in its work. Any such arrangements established by the arbitral tribunal may be modified with the agreement of the Parties.

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

Hearings

11. The timetable established in accordance with Rule 1 shall provide for at least one hearing for the Parties to present their cases to the arbitral tribunal.

12. The arbitral tribunal may convene additional hearings if the Parties so agree.

13. The hearings of the arbitral tribunal shall be held in closed session.

14. The hearing shall be conducted by the arbitral tribunal in a manner ensuring that the complaining Party and the Party complained against are afforded equal time to present their case. The arbitral tribunal shall conduct the hearing in the following manner: argument of the complaining Party; argument of the Party complained against; the reply of the complaining Party; and the counter-reply of the Party complained against. The Chair may set time limits for oral arguments to ensure that each Party is afforded equal time.

Questions

15. The arbitral tribunal may direct questions to either Party at any time during the proceedings. The Parties shall respond promptly and fully to any request by the arbitral tribunal for such information as the arbitral tribunal considers necessary and appropriate.

16. Where the question is in writing, each Party shall also provide a copy of its response to such questions to the other Party at the same time as it is delivered to the arbitral tribunal. Each Party shall be given the opportunity to provide written comments on the response of the other Party.

Confidentiality

17. The arbitral tribunal’s hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the arbitral tribunal by the other Party which that Party has designated as confidential.

18. Where a Party designates as confidential its written submissions to the arbitral tribunal, it shall, on request of the other Party, provide the arbitral tribunal and the other Party with a non-confidential summary of the information contained in its written submissions that could be disclosed to the public no later than 15 days after the date of request.

仲裁庭在其工作中。仲裁庭建立的任何此类安排可经各方协议进行修改。

10. 仲裁庭主席应主持其所有会议。仲裁庭可将作出行政和程序性决定的权力委托给主席。

听证会

11. 根据 规则1 建立的时间表应规定为当事人向仲裁庭陈述案件提供至少一次听证会。

12. 如果当事人同意，仲裁庭可以召开额外的听证会。 e.

13. 仲裁庭的听证会应秘密举行。

14. 仲裁庭应以确保投诉方和被投诉方享有同等陈述案情时间的方式进行听证。仲裁庭应以以下方式进行听证：投诉方陈述；被投诉方陈述；投诉方回复；被投诉方反驳。主席可设定口头辩论的时间限制，以确保每一方享有同等时间。

问题

15. 仲裁庭可在程序进行中的任何时候向任何一方提出问题。各方应迅速并全面地回应仲裁庭就其认为必要和适当的任何信息提出的请求。

16. 如果问题是书面的，每一方也应在将其提交给仲裁庭的同时，向另一方提供其对该问题的回复的副本。每一方都应有机会就另一方的回复提供书面意见。

保密性

17. 仲裁庭的听证会和提交给它的文件应当保密。每一方应当将另一方提交给仲裁庭并指定为保密的信息视为保密信息。

18. 当事人若将其向仲裁庭提交的书面陈述指定为保密的，则应另一方的要求，在请求之日起15日内向仲裁庭和另一方提供其书面陈述中包含的、可向公众披露的信息的非保密摘要。

19. Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public.

Role of experts

20. On request of a Party, or on its own initiative, the arbitral tribunal may seek information and technical advice from any individual or body that it deems appropriate, provided that the Parties agree and subject to such terms and conditions as the Parties agree. The arbitral tribunal shall provide the Parties with any information so obtained for comment.

Working language

21. The working language of the arbitral tribunal proceedings, including for written submissions, oral arguments or presentations, the report of the arbitral tribunal and all written and oral communications between the Parties and with the arbitral tribunal, shall be English.

Venue

22. The venue for the hearings of the arbitral tribunal shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the Party complained against, and any additional hearings shall alternate between the territories of the Parties.

Expenses

23. Unless the Parties otherwise agree, the expenses of the arbitral tribunal, including the remuneration of the arbitrators, shall be borne by the Parties in equal share.

24. 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 in accordance with Rule 9.

19. 这些规则中的任何规定均不得阻止当事人将其自身立场声明向公众披露。

专家的作用

20. 根据一方当事人的请求，或由仲裁庭自行决定，仲裁庭可以就任何其认为合适的人员或机构寻求信息和技术建议，但需经各方同意，并遵守各方商定的条款和条件。仲裁庭应当向各方提供所获取的任何信息供其评论。

工作语言

21. 仲裁庭程序的工 作语言，包括书面提交、口头辩论或陈述、仲裁庭的报告以及各方与仲裁庭之间所有的书面和口头沟通，应为英语。

地点

22. 仲裁庭的听证会地点应由各方协议决定。如无协议，第一次听证会应在被投诉方境内举行，任何其他听证会应在各方的境内交替举行。

费用

23. 除非各方另有协议，仲裁庭的费用，包括仲裁员的报酬，应由各方平均分担。

24. 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9条规定其聘用的其他个人的费用。

Attachment to Annex 15-B
Model Rules of Procedure for the Arbitral Tribunal

Indicative Timetable for the Arbitral Tribunal

Arbitral tribunal established on xx/xx/xxxx.

1. Receipt of first written submissions of the Parties:
 - (i) complaining Party: 14 days after the date of appointment of the final arbitrator;
 - (ii) Party complained against: 30 days after (i);
2. Date of the first hearing with the Parties: 30 days after receipt of the first submission of the Party complained against;
3. Receipt of written supplementary submissions of the Parties: 20 days after the date of the first hearing;
4. Issuance of initial report to the Parties: 30 days after receipt of written supplementary submissions;
5. Deadline for the Parties to provide written comments on the initial report: 10 days after the issuance of the initial report; and
6. Issuance of final report to the Parties: within 30 days of presentation of the initial report.

附件15-B仲裁庭程序示范规则

仲裁庭时间表

仲裁庭成立于xx/xx/xxxx。

1. 当事人第一次书面提交的收到：(i) 投诉方：最终仲裁员任命之日起14天；(ii) 被投诉方：(i)之后30天；
2. 与当事人第一次听证会的日期：收到被投诉方第一次提交后30天；
3. 当事人书面补充提交的收到：第一次听证会日期后20天；
4. 向各方发布初步报告：收到书面补充提交后30天；
5. 各方提供关于初步报告的书面意见的截止日期：初步报告发布后10天；和
6. 向各方发布最终报告：初步报告提交后30天内。