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The texts will be final upon signature. The Agreement will become binding on the Parties under international law only after completion by each Party of its internal legal procedures necessary for the entry into force of the Agreement.

CHAPTER [XX]

DISPUTE SETTLEMENT

SECTION A

OBJECTIVE AND SCOPE

ARTICLE X.1

Objective

The objective of this Chapter is to establish an effective and efficient mechanism for avoiding and settling any dispute between the Parties concerning the interpretation and application of this Agreement [and the Vet Agreement] with a view to reaching, where possible, a mutually agreed solution.

ARTICLE X.2

Scope

This Chapter shall apply with respect to any dispute between the Parties concerning the interpretation and application of the provisions of this Agreement [and the Vet Agreement] (hereinafter referred to as "covered provisions"), unless otherwise provided in this Agreement.

SECTION B

CONSULTATIONS

ARTICLE X.3

Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article [X.2] (Scope) by entering into consultations in good faith with the aim of reaching a mutually agreed solution.
2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the measure at issue and the covered provisions that it considers applicable.
3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than 10 days after the date of its delivery. Unless the Parties agree otherwise, consultations shall be held within 30 days of the date of delivery of the request, and take place in the territory of the Party to which the request is made. The consultations shall be deemed concluded within 30 days of the date of delivery of the request, or, as regards disputes under the TSD Chapter, within 90 days, unless the Parties agree to continue consultations.
4. Consultations on matters of urgency, including those regarding perishable goods, or seasonal goods or services that rapidly lose their trade value, shall be held within 15 days of the date of delivery of the request. The consultations shall be deemed concluded within those 15 days unless the Parties agree to continue consultations.
5. During consultations each Party shall provide sufficient factual information so as to allow a complete examination of the manner in which the measure at issue could affect the application of this Agreement. Each Party shall endeavour to ensure the participation of personnel of their competent governmental authorities who have expertise in the matter subject to the consultations.
6. In disputes concerning the TSD Chapter as regards matters related to the multilateral agreements or instruments referred to in TSD Chapter, the Parties shall take into account information from the ILO or relevant bodies or organisations established under Multilateral Environmental Agreements (MEAs) in order to promote coherence between the work of the

Parties and these organisations. Where relevant, the Parties shall seek advice from such organisations or their bodies, or any other expert or body they deem appropriate.

Each Party may seek, if appropriate, the views of the ... [domestic civil society bodies set up under the Agreement] referred to in Article X of Chapter X [Institutional Chapter] or other expert advice.

7. Consultations, and in particular all information designated as confidential and positions taken by the Parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

8. A measure proposed by a Party, but not yet implemented, may be the subject of consultations under this Article but may not be the subject of panel procedures under Section C, or mediation procedures [under Section D]

SECTION C

PANEL PROCEDURES

ARTICLE X.4

Initiation of panel procedures

1. If the Party complained against does not respond to the request for consultations within 10 days of the date of its delivery, or if consultations are not held within the timeframes laid down in paragraphs 3 or 4 of Article X.3 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may request the establishment of a panel.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party, and to any external body entrusted pursuant to paragraph 4, if applicable. The complaining Party shall identify the measure at issue in its request, and explain how that measure constitutes a breach of the covered provisions in a manner sufficient to present the legal basis for the complaint clearly.

3. Each Party shall ensure that the panel request is promptly made public.
4. The [institutional body to be defined] may decide to entrust an external body with assisting panels under this Chapter, including providing administrative and legal support. [The institutional body's] decision shall also address the costs arising from the entrustment.

ARTICLE X.5

Establishment of a panel

1. A panel shall be composed of three panellists.
2. Within 15 days of the date of delivery of the written request for the establishment of a panel, the Parties shall consult in good faith with a view to agree on the composition of the panel.
3. If the Parties do not agree on the composition of the panel within the time period provided for in paragraph 2, each Party shall appoint a panellist within 10 days from the expiry of the time period established in paragraph 2):
 - (a) from the sub-list of that Party established under Article [X.6] (List of Panellists) ;or,
 - (b) for disputes under the TSD Chapter, from the sub-list of that Party in the TSD list established pursuant to Article [6].

If a Party does not appoint a panellist from its sub-list within that time period, the co-chair of the [institutional body to be defined] from the complaining Party shall select by lot, within 10 days from the expiry of that time period, the panellist from the sub-list of the Party that has not appointed a panellist. The co-chair of the [institutional body to be defined] from the complaining Party may delegate such selection by lot of the panellist.

4. If the Parties do not agree on the chairperson of the panel within the time period established in paragraph 2, the co-chair of the [institutional body to be defined] from the complaining Party shall select by lot, within 10 days from the expiry of that time period, the chairperson of the panel:

- (a) from the sub-list of chairpersons established under Article [X.6] (List of Panellists); or
- (b) for disputes under the TSD Chapter, from the sub-list of chairpersons in the TSD list established pursuant to Article [6].

The co-chair of the [institutional body to be defined] from the complaining Party may delegate such selection by lot of the chairperson of the panel.

5. The panel shall be deemed to be established 15 days after the three selected panellists have accepted their appointment in accordance with Rule [10] of the Rules of Procedure, unless the Parties agree otherwise. Each Party shall promptly make public the date of establishment of the panel.

6. If any of the lists provided for in Article [X.6] (List of Panellists) have not been established or do not contain sufficient names or contain only names of persons who are not available at the time a panellist is to be selected pursuant to paragraphs 3 or 4, the panellists shall be drawn by lot from the individuals who have been formally proposed by one Party or both Parties in accordance with Annex X (Rules of Procedure).

ARTICLE X.6

Lists of panellists

1. The [institutional body to be defined] shall, at its first meeting after the [date of] entry into force of this Agreement, establish:

- (a) a list of individuals who are willing and able to serve as panellists; and

- (b) a separate list of individuals who are willing and able to serve as panellists in disputes under the TSD Chapter of this Agreement ("TSD list").

Each of these lists shall be composed of three sub-lists:

- (a) one sub-list of individuals established on the basis of proposals by the European Union;
- (b) one sub-list of individuals established on the basis of proposals by New Zealand; and
- (c) one sub-list of individuals that are not nationals of either Party and who shall serve as chairperson to the panel.

2. The sublists referred to in paragraphs 1(a), 1(b) and 1(c) shall include at least three individuals. The sublist referred to in paragraph 1(c) shall not have more than six individuals. The [institutional body to be defined] shall ensure that the list is always maintained at this number of individuals.

3. The [institutional body to be defined] may establish additional lists of individuals with expertise in specific sectors covered by this Agreement. Subject to the agreement of the Parties, such additional lists shall be used to compose the panel in accordance with the procedure set out in Article [X.5] (Establishment of the Panel).

ARTICLE X.7

Requirements for panellists

- 1. Each panellist shall:
 - (a) have demonstrated expertise in law, international trade, and other matters covered by this Agreement;

- (b) be independent of, and not be affiliated with or take instructions from, either Party;
 - (c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute; and
 - (d) comply with Annex XX (Code of Conduct for Panellists and Mediators).
2. The chairperson shall also have experience in dispute settlement procedures.
3. Notwithstanding point (a) of paragraph 1 and paragraph 2, each panellist on the TSD list shall have specialised knowledge of or expertise in labour or environmental law, issues addressed in the TSD Chapter, or the resolution of disputes arising under international agreements.
4. In view of the subject-matter of a particular dispute, the Parties may agree to derogate from the requirements listed in subparagraph 1(a).

ARTICLE X.8

Functions of the panel

The panel:

- (a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity with the covered provisions;
- (b) shall set out, in its decisions and reports, the findings of facts, the applicability of the covered provisions and the basic rationale behind any findings and recommendations that it makes; and
- (c) should consult regularly with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

ARTICLE X.9

Terms of reference

1. Unless the Parties agree otherwise within five days after the date of establishment of the panel, the terms of reference of the panel shall be:

“to examine, in the light of the relevant covered provisions cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings on the applicability of the covered provisions and the conformity of the measure at issue with those provisions and to deliver a report in accordance with Articles [X.11] (Interim Report) and [X.12] (Panel Report).”

2. If the Parties agree on other terms of reference, they shall notify the agreed terms of reference to the panel within the time period set out in paragraph 1.

ARTICLE X.10

Decision on urgency

1. If a Party so requests, the panel shall decide, within 10 days of its establishment, whether the case concerns matters of urgency.

2. In cases of urgency, the applicable time periods set out in Section C (Dispute Settlement Procedures) in this Chapter shall be half the time prescribed therein, except for the time periods referred to in Article [X.5] (Establishment of a Panel) and Article [X.9] (Terms of Reference).

ARTICLE X.11

Interim report

1. The panel shall deliver an interim report to the Parties within 90 days after the date of establishment of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. The panel shall, under no circumstances, deliver its interim report later than 120 days after the date of establishment of the panel.

2. Each Party may deliver to the panel a written request to review precise aspects of the interim report within 10 days of its delivery. A Party may comment on the other's Party's request within six days of the delivery of the request.

ARTICLE X.12

Final report

1. The panel shall deliver its final report to the Parties within 120 days of the date of establishment of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. The panel shall, under no circumstances, deliver its final report later than 150 days after the date of establishment of the panel.

2. The final report shall include a discussion of any written request by the Parties on the interim report and clearly address the comments of the Parties.

ARTICLE X.13

Compliance measures

1. The Party complained against shall take any measure necessary to comply promptly with the findings and recommendations in the final report in order to bring itself in compliance with the covered provisions.

2. The Party complained against shall, no later than 30 days after delivery of the final report, deliver a notification to the complaining Party of the measures which it has taken or which it envisages to take to comply.
3. In addition, as regards disputes under the [TSD Chapter]:
 - (a) The Party complained against shall inform its domestic civil society mechanism established pursuant to Article XX of this Agreement and the contact point of the other Party established pursuant to Article XX of this Agreement of the measures which it has taken or which it envisages to take to comply no later than 30 days after delivery of the final report.
 - (b) The [body] shall monitor the implementation of the compliance measures. The ... [civil society mechanisms established pursuant to *Article(s) X of Chapter X* may submit observations to the [body] in this regard.

ARTICLE X.14

Reasonable period of time

1. If immediate compliance is not possible, the Party complained against shall, no later than 30 days after delivery of the final report, deliver a notification to the complaining Party of the length of the reasonable period of time it will require for compliance. The Parties shall endeavour to agree on the length of the reasonable period of time to comply with the final report.
2. If the Parties have not agreed on the length of the reasonable period of time, the complaining Party may, at the earliest 20 days after the delivery of the notification in paragraph 1, request in writing the original panel to determine the length of the reasonable period of time. The panel shall deliver its decision to the Parties within 20 days of the date of delivery of the request.

3. The Party complained against shall deliver a written notification of its progress in complying with the final report to the complaining Party at least one month before the expiry of the reasonable period of time.
4. The Parties may agree to extend the reasonable period of time.

ARTICLE X.15

Compliance review

1. The Party complained against shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the complaining Party of any measure that it has taken to comply with the final report.
2. When the Parties disagree on the existence or the consistency with the covered provisions of any measure taken to comply, the complaining Party may deliver a request, in writing, to the original panel to decide on the matter. The request shall identify any measure at issue and explain how that measure constitutes a breach of the covered provisions in a manner sufficient to present the legal basis for the complaint clearly. The panel shall deliver its decision to the Parties within 54 days of the date of delivery of the request.

ARTICLE X.16

Temporary remedies

1. If:
 - (a) the Party complained against delivers a notification to the complaining Party that it is not possible to comply with the final report;

- (b) the Party complained against fails to deliver a notification of any measure taken to comply within the deadline referred to in Article [X.13] (Compliance Measures) or before the date of expiry of the reasonable period of time;
- (c) the panel finds that no measure taken to comply exists; or
- (d) the panel finds that the measure taken to comply is inconsistent with the covered provisions,

the Party complained against shall, if requested by the complaining Party, enter into consultations with the complaining Party with a view to developing mutually acceptable compensation.

2. As regards disputes under [TSD Chapter] this article applies if:

- (a) a situation set out in points (a), (b) or (c) of paragraph 1 arises and the final report pursuant to Article X.12 found a violation of Article X.3(3) (non-respect of core labour rights) or of the obligation referred to in Article X.6 (3), [TSD Chapter] (Trade and Climate Change), i.e. to refrain from any action or omission which materially defeats the object and purpose of the Paris Agreement ; or
- (b) a situation set out in point (d) of paragraph 1 arises and the decision of the compliance panel pursuant to Article X.15 found a violation of Article X.3(3) (non-respect of core labour rights) or of the obligation referred to in Article X.6 (3) [TSD Chapter] (Trade and Climate Change) i.e. to refrain from any action or omission which materially defeats the object and purpose of the Paris Agreement.

3. If in circumstances set out in paragraphs 1 and 2 , the complaining Party chooses not to request consultations in relation to compensation, or the parties do not agree on compensation within 20 days of entering into consultations on compensation, the complaining Party may deliver a written notification to the Party complained against that it intends to suspend the application of obligations under the covered provisions. The notification shall specify the level of intended suspension of obligations.

4. The complaining Party may suspend the obligations 10 days after the date of delivery of the notification referred to in paragraph 3, unless the Party complained against made a request under paragraph 6.

5. The suspension of obligations shall not exceed the level equivalent to the nullification or impairment caused by the violation.

6. If the Party complained against considers that the notified level of suspension of obligations exceeds the level equivalent to the nullification or impairment caused by the violation or that the conditions in paragraph 2 are not fulfilled, it may deliver a written request to the original panel before the expiry of the 10 day period set out in paragraph 3 to decide on the matter. The panel shall deliver its decision on the level of the suspension of obligations or that the the conditions in para 2 are not fulfilled, to the Parties within 30 days of the date of the request. Obligations shall not be suspended until the panel has delivered its decision. The suspension of obligations shall be consistent with this decision.

7. The suspension of obligations or the compensation referred to in this Article shall be temporary and shall not be applied after:

- (a) the Parties have reached a mutually agreed solution pursuant to Article [X.32] (Mutually Agreed Solutions)
- (b) the Parties have agreed that the measure taken to comply brings the Party complained against into conformity with the covered provisions; or
- (c) any measure taken to comply which the panel has found to be inconsistent with the covered provisions has been withdrawn or amended so as to bring the Party complained against into conformity with those provisions.

ARTICLE X.17

Review of any measure taken to comply after
the adoption of temporary remedies

1. The Party complained against shall deliver a notification to the complaining Party of any measure it has taken to comply following the suspension of obligations or following the application of temporary compensation, as the case may be. With the exception of cases under paragraph 2, the complaining Party shall terminate the suspension of obligations within 30 days from the delivery of the notification. In cases where compensation has been applied, and with the exception of cases under paragraph 2, the Party complained against may terminate the application of such compensation within 30 days from delivery of its notification that it has complied.

2. If the Parties do not reach an agreement on whether the notified measure brings the Party complained against into conformity with the covered provisions within 30 days of the date of delivery of the notification, either Party may deliver a written request to the original panel to decide on the matter failing which the suspension of concessions or the compensation, as the case may be, shall be terminated. The panel shall deliver its decision to the Parties within 46 days of the date of the delivery of the request. If the panel finds that the measure taken to comply is in conformity with the covered provisions, the suspension of obligations or compensation, as the case may be, shall be terminated. When relevant, the complaining Party shall adjust the level of suspension of obligations or of compensation in light of the panel decision.

3. If the Party complained against considers that the level of suspension implemented by the complaining Party exceeds the level equivalent to the nullification or impairment caused by the violation, it may deliver a written request to the original panel to decide on the matter.

ARTICLE X.18

Replacement of panellists

If during dispute settlement procedures, a panellist is unable to participate, withdraws or needs to be replaced because he or she does not comply with the requirements of Annex XX (Code

of Conduct for Panellists and Mediators), the procedure provided for in Article X.5 (Establishment of Panels) applies and any replacement panellist shall have all the powers and duties of the original panellists. The time period for the delivery of the report or decision shall be extended for the time necessary for the appointment of the new panellist.

ARTICLE X.19

Rules of procedure

1. Panel procedures shall be governed by this Chapter and Annex X (Rules of Procedure).
2. Any hearing of the panel shall be open to the public unless otherwise provided in Annex X (Rules of Procedure).

ARTICLE X.20

Suspension and termination

At the request of both Parties, the panel shall suspend its work at any time for a period agreed by the Parties and not exceeding 12 consecutive months. The panel shall resume its work before the end of the suspension period at the written request of both Parties, or at the end of the suspension period at the written request of either Party. The requesting Party shall deliver a notification to the other Party accordingly. If a Party does not request the resumption of the panel's work at the expiry of the suspension period, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated. In the event of a suspension of the work of the panel, the relevant time periods under this Section shall be extended by the same period of time for which the work of the panel was suspended.

ARTICLE X.21

Receipt of information

1. At the request of a Party, or upon its own initiative, the panel may seek, from the Parties, relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for such information.
2. Upon the request of a Party or its own initiative, the panel may seek any information it deems appropriate from any source. The panel also has the right to seek the opinion of experts, as it deems appropriate, and subject to any terms and conditions agreed by the Parties, where applicable.
3. With regard to matters related to compliance with multilateral agreements and instruments referred to in the TSD Chapter, the opinions of external experts or information requested by the panel should include information and advice from the ILO or relevant bodies or organisations established under the MEAs.
4. The panel shall consider *amicus curiae* submissions from natural persons of a Party or legal persons established in a Party in accordance with Annex X (Rules of Procedure).
5. Any information, opinion or advice obtained by the panel under this Article shall be disclosed to the Parties and the Parties may provide comments thereon.

ARTICLE X.22

Rules of interpretation

The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law, including those codified in the 1969 Vienna Convention on the Law of Treaties. The panel shall also take into account relevant interpretations in reports of WTO panels and the Appellate Body adopted by the Dispute

Settlement Body of the WTO. Reports and decisions of the panel cannot add to or diminish the rights and obligations of the Parties under this Agreement.

ARTICLE X.23

Reports and decisions of the panel

1. The deliberations of the panel shall be kept confidential. The panel shall make every effort to draft reports and take decisions by consensus. If this is not possible, the panel shall decide the matter by majority vote. In no case shall separate opinions of arbitrators be disclosed.
2. The decisions and reports of the panel shall be accepted unconditionally by the Parties. They shall not create any rights or obligations with respect to natural or legal persons.
3. Each Party shall make the reports and decisions of the panel and its submissions publicly available, subject to the protection of confidential information.
4. The panel and the Parties shall treat as confidential any information submitted by a Party to the panel in accordance with Annex X (Rules of Procedure).

ARTICLE X.24

Choice of forum

1. When a dispute arises regarding a particular measure in alleged breach of an obligation under this Agreement and a substantially equivalent obligation under another international trade agreement to which both Parties are party, including the WTO Agreement, the Party seeking redress shall select the forum in which to settle the dispute.
2. Once a Party has selected the forum and initiated dispute settlement procedures under this Section or under another international trade agreement, the Party shall not initiate dispute

settlement procedures under the other agreement with respect to the particular measure referred to in paragraph 1, unless the forum selected first fails to make findings for procedural or jurisdictional reasons.

2. For the purposes of this Article,

- (a) dispute settlement procedures under this Section are deemed to be initiated by a Party's request for the establishment of an panel under Article [X.4] (Initiation of Panel Procedures);
- (b) dispute settlement procedures under the WTO Agreement are deemed to be initiated by a Party's request for the establishment of a panel under Article 6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes of the WTO;
- (c) dispute settlement procedures under any other international trade agreement are deemed to be initiated in accordance with the relevant provisions of that agreement.

4. Nothing in this Agreement shall preclude a Party from implementing the suspension of obligations authorised by the WTO Dispute Settlement Body or authorised under the dispute settlement procedures of another international trade agreement to which the disputing Parties are party. A Party may not invoke the WTO Agreement or any other international trade agreement to which the disputing Parties are party to preclude the other Party from suspending obligations pursuant to this Chapter.

SECTION D

MEDIATION MECHANISM

ARTICLE X.25

The Parties may have recourse to mediation with regard to a measure that a Party considers adversely affects trade and investment between the Parties. Mediation procedures are set out in Annex XXX

SECTION E

COMMON PROVISIONS

ARTICLE X.32

Mutually agreed solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article [X.2] (Scope).
2. If a mutually agreed solution is reached during the panel or mediation procedure, the Parties shall jointly notify that solution to the chairperson of the panel or the mediator, respectively. Upon such notification, the panel or the mediation procedure shall be terminated.
3. Any mutually agreed solution reached by the Parties shall be made available to the public.
4. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.
5. No later than at the expiry of the agreed time period the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

ARTICLE X.33

Time periods

EU-New Zealand Free Trade Agreement
Without prejudice

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act to which they refer.
2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.
3. Under Section C, the panel may at any time propose to the Parties to modify any time period referred to in this Chapter, stating the reasons for the proposal.

ARTICLE X.34

Costs

1. Each Party shall bear its own expenses derived from the participation in the panel or mediation procedure.
2. Unless otherwise provided in Annex X (Rules of Procedure), the Parties shall share jointly and equally the expenses derived from organisational matters, including the remuneration and expenses of the panellists and of the mediator. The remuneration of the panellists and of the mediator shall be in accordance with WTO standards.
3. The [institutional body to be defined] may adopt a decision setting out the parameters or other details on the remuneration and the reimbursement of expenses of panellists and mediators, including any related costs that could be incurred in the proceedings. Pending such decision, the remuneration and the reimbursement of expenses of arbitrators and mediators and of any related costs shall be determined in accordance with Rule [10] of the Rules of Procedure.

ARTICLE X.35

Annexes

EU-New Zealand Free Trade Agreement
Without prejudice

The [institutional body to be defined] may modify the Annexes X (Rules of Procedure) and XX (Code of Conduct for Panellists and Mediators).

ANNEX X

RULES OF PROCEDURE

I. Definitions

1. In Chapter [...] and under these Rules of Procedure:
 - (a) "administrative staff", in respect of a panellist, means individuals under the direction and control of a panellist, other than assistants;
 - (b) "adviser" means an individual retained by a Party to advise or assist that Party in connection with the panel proceedings;
 - (c) "assistant" means an individual who, under the terms of appointment and under the direction and control of a panellist, conducts research or provides assistance to that panellist;
 - (d) "complaining Party" means any Party that requests the establishment of panel under Article [X.4] (Initiation of Panel Procedures) of Chapter [X] (Dispute Settlement);
 - (e) "day" means a calendar day;
 - (f) "panel" means a panel established under Article [X.5] (Establishment of a Panel) of Chapter [X] (Dispute Settlement);
 - (g) "panellist" means a member of a panel;
 - (h) "Party complained against" means the Party that is alleged to be in violation of the covered provisions;
 - (i) "representative of a Party" means an employee or any individual appointed by a government department, agency or any other public entity of a Party who represents the Party for the purposes of a dispute under this Agreement.

II. Notifications

2. Any request, notice, written submission or other document of:
 - (a) the panel shall be sent to both Parties at the same time;
 - (b) a Party which is addressed to the panel shall be copied to the other Party at the same time; and
 - (c) a Party which is addressed to the other Party shall be copied to the panel at the same time, as appropriate.
3. Any notification referred to under rule 2 shall be made by e-mail or, where appropriate, any other means of telecommunication that provides a record of the sending thereof. Unless proven otherwise, such notification shall be deemed to be delivered on the date of its sending.
4. All notifications shall be addressed to the Directorate-General for Trade of the European Commission and to the Ministry of Foreign Affairs and Trade of New Zealand, respectively.

5. Minor errors of a clerical nature in a request, notice, written submission or other document related to the panel proceedings may be corrected by delivery of a new document clearly indicating the changes.
6. If the last day for delivery of a document falls on a non-working day of the institutions of the European Union or of the government of New Zealand, the time period for the delivery of the document shall end on the first following working day.

III. Appointment of Panellists

7. If pursuant to Article [X.5] (Establishment of a Panel) of Chapter [X] (Dispute Settlement), a panellist is selected by lot, the co-chair of the [institutional body to be defined] of the complaining Party shall promptly inform the co-chair of the Party complained against of the date, time and venue of the lot. The Party complained against may, if it so chooses, be present during the selection. In any event, the selection shall be carried out with the Party or Parties that are present.
8. The co-chair of the complaining Party shall notify, in writing, each individual who has been selected to serve as a panellist of his or her selection. Each individual shall confirm his or her availability to both Parties within 10 days from the date of delivery of the notification.
9. The co-chair of the [institutional body to be defined] of the complaining Party shall select by lot the panellist or chairperson, within 10 days from the expiry of the time period referred to in paragraph 2 of Article [X.5] (Establishment of a Panel), if any of the sub-lists referred in paragraph 1 of Article [X.6] (List of Panellists):
 - (a) is not established or contains only names of persons who are not available, amongst those individuals who have been formally proposed by one or both Parties for the establishment or maintenance of that particular sub-list; or
 - (b) does not contain any longer at least three individuals, amongst those individuals who remain on that particular sub-list.
10. Without prejudice to Article X.4(4), the Parties shall endeavour to ensure that, at the latest by the time all the panellists have accepted their appointment in accordance with Article [X.5(5)] (Establishment of a Panel), they have agreed on the remuneration and the reimbursement of expenses of the panellists and assistants, and have prepared the necessary appointment contracts, with a view to having them signed promptly. The remuneration and expenses of the panellists shall be based on WTO standards. The remuneration and expenses of an assistant or assistants of a panellist shall not exceed 50% of the remuneration of that panellist.

IV. Organisational Meeting

10. Unless the Parties agree otherwise, they shall meet the panel within seven days of its establishment in order to determine such matters that the Parties or the panel deem appropriate, including the timetable of the proceedings.

Panellists and representatives of the Parties may take part in this meeting through any means of communication, including telephone or video conference.

V. Written Submissions

11. The complaining Party shall deliver its written submission no later than 20 days after the date of establishment of the panel. The Party complained against shall deliver its written submission no later than 20 days after the date of delivery of the written submission of the complaining Party.

VI. Operation of the Panel

12. The chairperson of the panel shall preside at all its meetings. The panel may delegate to the chairperson the authority to make administrative and procedural decisions.
13. Unless otherwise provided in Chapter [X] (Dispute Settlement) or in these Rules of Procedure, the panel may conduct its activities by any means, including telephone, video-conference or other electronic means of communication.
14. Only panellists may take part in the deliberations of the panel, but the panel may permit their assistants to be present at its deliberations.
15. The drafting of any decision and report shall remain the exclusive responsibility of the panel and shall not be delegated.
16. Where a procedural question arises that is not covered by the Chapter [X] (Dispute Settlement) and its Annexes, the panel, after consulting the Parties, may adopt an appropriate procedure that is compatible with those provisions.
17. When the panel considers that there is a need to modify any of the time periods for the proceedings other than the time periods set out in Chapter [X] (Dispute Settlement) or to make any other procedural or administrative adjustment, it shall inform the Parties, in writing of the time period or adjustment needed and the reasons therefor. The panel may adopt the modification or adjustment after consultation of the Parties.

VII. Replacement

18. When a Party considers that a panellist does not comply with the requirements of Annex XX (Code of Conduct for Panellists and Mediators) and for this reason should be replaced, that Party shall notify the other Party within 15 days from the time at which it obtained sufficient evidence of the panellist's alleged failure to comply with the requirements of Annex XX (Code of Conduct for Panellists and Mediators).
19. The Parties shall consult within 15 days. They shall inform the panellist of its alleged failure and they may request the panellist to take steps to ameliorate the failure. They may also, if they so agree, remove the panellist and select a new panellist in accordance with Article X.5 (Establishment of Panels) of Chapter [X] (Dispute Settlement).

20. If the Parties fail to agree on the need to replace the panellist, other than the chairperson of the panel, either Party may request that this matter be referred to the chairperson of the panel, whose decision shall be final.

If the chairperson of the panel finds that the panellist does not comply with the requirements of Annex XX (Code of Conduct for Panellists and Mediators), the new panellist shall be selected in accordance with Article X.5 (Establishment of Panels) of Chapter [X] (Dispute Settlement).

21. If the Parties fail to agree on the need to replace the chairperson, either Party may request that this matter be referred to one of the remaining members of the pool of individuals from the sub-list of chairpersons established under Article X.6 (Lists of Panellists) of Chapter [X] (Dispute Settlement). His or her name shall be drawn by lot by the co-chair of the [institutional body to be defined] from the requesting Party, or the chair's delegate. The decision by the selected person on the need to replace the chairperson shall be final.

If this person finds that the chairperson does not comply with the requirements of Annex XX (Code of Conduct for Panellists and Mediators), the new chairperson shall be selected in accordance with Article X.5 (Establishment of Panels) of Chapter [X] (Dispute Settlement).

VIII. Hearings

22. Based upon the timetable determined pursuant to rule 10, after consulting with the Parties and the other panellists, the chairperson of the panel shall notify the Parties the date, time and venue of the hearing. This information shall be made publicly available by the Party in which the hearing takes place, unless the hearing is closed to the public.
23. Unless the Parties agree otherwise, the hearing shall be held in Brussels if the complaining Party is New Zealand and in Wellington if the complaining Party is the European Union. The Party complained against shall bear the administrative expenses of the hearing. In duly justified circumstances and at the request of a Party, the panel may decide to hold a virtual or hybrid hearing and make appropriate arrangements, taking into account the rights of due process and the need to ensure transparency, and after consulting both Parties.
24. The panel may convene additional hearings if the Parties so agree.
25. All panellists shall be present during the entirety of the hearing.
26. Unless the Parties agree otherwise, the following persons may attend the hearing, irrespective of whether the hearing is open to the public or not:
- (a) representatives and advisers of a Party;
 - (b) assistants, interpreters and other persons whose presence is required by the panel.
27. No later than five days before the date of a hearing, each Party shall deliver to the panel and to the other Party a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives and advisers who will be attending the hearing.

28. The panel shall ensure that the Parties are treated on an equal footing and are afforded sufficient time to present their arguments.
29. The panel may direct questions to either Party at any time during the hearing.
30. The panel shall arrange for a transcript or recording of the hearing to be delivered to the Parties as soon as possible after the hearing. Where a transcript is prepared, the Parties may comment on the transcript and the panel may consider those comments.
31. Each Party may deliver a supplementary written submission concerning any matter that arose during the hearing within 10 days after the date of the hearing.

IX. Questions in Writing

32. The panel may at any time during the proceedings submit questions in writing to one or both Parties. Any questions submitted to one Party shall be copied to the other Party.
33. Each Party shall provide the other Party with a copy of its responses to the questions submitted by the panel. The other Party shall have an opportunity to provide comments in writing on the Party's responses within seven days after the delivery of such copy.

X. Confidentiality

34. Each Party and the panel shall treat as confidential any information submitted by the other Party to the panel that the other Party has designated as confidential. When a Party submits to the panel a written submission which contains confidential information, it shall also provide, within 15 days, a submission without the confidential information and which shall be disclosed to the public.
35. Nothing in these Rules of Procedure shall preclude a Party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other Party, it does not disclose any information designated by the other Party as confidential.
36. The panel shall meet in closed session when the submission and arguments of a Party contains confidential information. The Parties shall maintain the confidentiality of the panel hearings when the hearings are held in closed session.

XI. *Ex parte* contacts

37. The panel shall not meet or communicate with a Party in the absence of the other Party.
38. A panellist shall not discuss any aspect of the subject matter of the proceedings with one Party or both Parties in the absence of the other panellists.

XII. Amicus curiae submissions

39. Unless the Parties agree otherwise within five days of the date of the establishment of the panel, the panel may receive unsolicited written submissions from natural person of a Party or legal persons established in the territory of a Party who are independent from the governments of the Parties, provided that they:
- (a) are received by the panel within 10 days of the date of the establishment of the panel;
 - (b) are concise and in no case longer than 15 pages, including any annexes, typed at double space;
 - (c) are directly relevant to a factual or a legal issue under consideration by the panel;
 - (d) contain a description of the person making the submission, including for a natural person his or her nationality and for a legal person its place of establishment, the nature of its activities, its legal status, general objectives and its source of financing;
 - (f) specify the nature of the interest that the person has in the panel proceedings; and
 - (g) are drafted in the languages chosen by the Parties in accordance with rules 43 and 44 of these Rules of Procedure.
40. The submissions shall be delivered to the Parties for their comments. The Parties may submit comments, within 10 days of the delivery, to the panel.
41. The panel shall list in its report all the submissions it has received pursuant to rule 39. The panel shall not be obliged to address in its report the arguments made in such submissions, however, if it does, it shall also take into account any comments made by the Parties pursuant to rule 40.

XIII. Urgent cases

42. In cases of urgency referred to in Article X.10 (Decision of Urgency) of Chapter [X] (Dispute Settlement), the panel, after consulting the Parties, shall adjust, as appropriate, the time periods referred to in these Rules of Procedure. The panel shall notify the Parties of those adjustments.

XIV. Translation and interpretation

43. During the consultations referred to in Article X.3 of Chapter [X] (Dispute Settlement), and no later than the meeting referred to in rule 10 of these Rules of Procedure, the Parties shall endeavour to agree on a common working language for the proceedings before the panel.
44. If the Parties are unable to agree on a common working language, each Party shall arrange for and bear the costs of the translation of its written submissions into the language chosen by the other Party. The panel shall give positive consideration to a request from one or both Parties to modify the time periods for delivering written submissions if translations are required. The Party complained against shall arrange for the interpretation of oral submissions into the languages chosen by the Parties.

45. Panel reports and decisions shall be issued in the language or languages chosen by the Parties. If the Parties have not agreed on a common working language, the interim and final report of the panel shall be issued in one of the working languages of the WTO.
46. Any Party may provide comments on the accuracy of the translation of any translated version of a document drawn up in accordance with these Rules of Procedure.
47. Each Party shall bear the costs of the translation of its written submissions. Any costs incurred for translation of a ruling shall be borne equally by the Parties.

XV. Other Procedures

48. The time periods laid down in these Rules of Procedure shall be adjusted in line with the special time periods provided for the adoption of a report or decision by the panel in the proceedings under Article X.14 (Reasonable Period of Time), Article X.15 (Compliance Review), Article X.16 (Temporary Remedies) and Article X.17 (Review of any Measure taken to comply after the Adoption of Temporary Remedies) of Chapter [X] (Dispute Settlement).
49. Time periods for delivering written submissions shall also be adjusted in line with any determination of the panel following a request by one or both Parties as contemplated by Rule 44.

ANNEX XX

CODE OF CONDUCT
FOR PANELLISTS AND MEDIATORS

I. Definitions

1. In this Code of Conduct:

- (a) "administrative staff" means, in respect of a panellist, individuals under the direction and control of a panellist, other than assistants;
- (b) "assistant" means an individual who, under the terms of appointment of an panellist, conducts research or provides assistance to that panellist;
- (c) "candidate" means an individual whose name is on the list of panellists referred to in Article X.6 (Lists of Panellists) of Chapter [X] (Dispute Settlement) and who is under consideration for selection as a panellist under Article X.5 (Establishment of a Panel) of Chapter [X] (Dispute Settlement);
- (d) "mediator" means an individual who has been selected as mediator in accordance with Article X.28 (Selection of a Mediator) of Chapter [X] (Dispute Settlement);
- (e) "panellist" means a member of a panel.

II. Governing Principles

3. In order to preserve the integrity and impartiality of the dispute settlement mechanism each candidate and panellist shall:

- (a) get acquainted with this Code of Conduct;
- (b) be independent and impartial;
- (c) avoid direct or indirect conflicts of interests;
- (d) avoid impropriety and the appearance of impropriety or bias;
- (f) observe high standards of conduct; and
- (e) not be influenced by self-interest, outside pressure, political considerations, public clamour, and loyalty to a Party or fear of criticism.

III. Disclosure obligations

4. Prior to the acceptance of his or her appointment as a panellist under Article X.5 (Establishment of a Panel) of Chapter [X] (Dispute Settlement), a candidate requested to serve as a panellist 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 proceedings. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters, including financial interests, professional interests, or employment or family interests.

5. The disclosure obligation under paragraph 4 is a continuing duty which requires a panellist to disclose any such interests, relationships or matters that may arise during any stage of the proceedings.

6. A candidate or a panellist shall communicate to the [institutional body to be defined] for consideration by the Parties any matters concerning actual or potential violations of this Code of Conduct at the earliest time he or she becomes aware of them.

IV. Independence and Impartiality of Panellists

7. A panellist 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 his or her duties.

8. A panellist shall not use his or her position on the panel to advance any personal or private interests. A panellist shall avoid actions that may create the impression that others are in a special position to influence him or her.

9. A panellist shall not allow past or existing financial, business, professional, personal, or social relationships or responsibilities to influence his or her conduct or judgement.

10. A panellist shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

V. Duties of Panellists

11. Upon acceptance of his or her appointment, a panellist shall be available to perform and shall perform his or her duties thoroughly and expeditiously throughout the proceedings, and with fairness and diligence.

12. A panellist shall consider only the issues raised in the proceedings and necessary for a decision and shall not delegate this duty to any other person.

13. A panellist shall not delegate the duty to decide to any other individual.

14. Parts II (Governing Principles), III (Disclosure Obligations), IV (Independence and Impartiality of Panellists), paragraph 11 of Part V (Duties of Panellists), VI (Obligations of Former Panellists) and VII (Confidentiality) of this Code of Conduct shall also apply to experts, assistants, and administrative staff.

VI. Obligations of Former Panellists

15. Each former panellist shall avoid actions that may create the appearance that he or she was biased in carrying out the duties or derived advantage from the decision of the panel.

16. Each former panellist shall comply with the obligations in Part VII of this Code of Conduct.

VII. Confidentiality

17. A panellist shall not, at any time, disclose any non-public information concerning the proceedings or acquired during the proceedings for which he or she has been appointed. A panellist shall not, in any case, disclose or use such information to gain personal advantage or advantage for others or to adversely affect the interest of others.

18. A panellist shall not disclose a decision of the panel or parts thereof prior to its publication in accordance with Article 23(3) of Chapter [X] (Dispute Settlement).

19. A panellist shall not, at any time, disclose the deliberations of a panel, or any panellist's view, nor make any public statements on the proceedings for which he or she has been appointed or on the issues in dispute in the proceedings.

VIII. Expenses

20. Each panellist shall keep a record and render a final account of the time devoted to the proceedings and of his or her expenses, as well as the time and expenses of his or her assistants and administrative staff.

IX. Mediators

21. This Code of Conduct shall apply to mediators, *mutatis mutandis*.

ANNEX XXX

RULES OF PROCEDURE FOR MEDIATION

Article [X.25]

Objective

Further to Article 25, the objective of this Annex is to facilitate the finding of a mutually agreed solution through a comprehensive and expeditious procedure with the assistance of a mediator.

Article [X.26]

Request for information

1. At any time before the initiation of the mediation procedure, a Party may deliver a written request for information regarding a measure allegedly adversely affecting trade or investment between the Parties. The Party to which such request is made shall, within 20 days of delivery of the request, deliver a written response containing its comments on the requested information.
2. When the responding Party considers it will not be able to deliver a response within 20 days of delivery of the request, it shall promptly notify the requesting Party, stating the reasons for the delay and providing an estimate of the shortest period within which it will be able to deliver its response.
3. A Party is normally expected to avail itself of this provision before the initiation of the mediation procedure.

Article [X.27]

Initiation of the mediation procedure

1. A Party may at any time request to enter into a mediation procedure with respect to any measure by a Party allegedly adversely affecting trade or investment between the Parties.
2. The request shall be made by means of a written request delivered to the other Party. The request shall be sufficiently detailed to present the concerns of the requesting Party clearly and shall:
 - (a) identify the specific measure at issue;
 - (b) provide a statement of the adverse effects that the requesting Party considers the measure has, or will have, on trade or investment between the Parties; and

- (c) explain how the requesting Party considers that those effects are linked to the measure.
3. The mediation procedure may only be initiated by mutual agreement of the Parties in order to explore mutually agreed solutions and consider any advice and proposed solutions by the mediator. The Party to which the request is made shall give sympathetic good faith consideration to the request and deliver its written acceptance or rejection to the requesting Party within 10 days of its delivery. Otherwise the request shall be regarded as rejected.

Article [X.28]

Selection of the mediator

1. The Parties shall endeavour to agree on a mediator within 15 days of the initiation of the mediation procedure.
2. In the event that the Parties are unable to agree on the mediator within the time period laid down in paragraph 1, either Party may request the co-chair of the [institutional body to be defined] from the complaining Party to select the mediator by lot, within five days from the request, from the sub-list of chairpersons established under Article [X.6] (Lists of Panellists). The co-chair of the [institutional body to be defined] from the complaining Party may delegate such selection by lot of the mediator.
3. Should the sub-list of chairpersons referred to in Article [X.6] (Lists of Panellists) not be established at the time a request is made pursuant to Article [X.27] (Initiation of the Mediation Procedure), the mediator shall be drawn by lot from the individuals formally proposed by one or both of the Parties for that sub-list.
4. A mediator shall not be a national of either Party or employed by either Party, unless the Parties agree otherwise.
5. A mediator shall comply with Annex XX (Code of Conduct for Panellists and Mediators).

Article [X.29]

Rules of the mediation procedure

1. Within 10 days of the appointment of the mediator, the Party which invoked the mediation procedure shall deliver to the mediator and to the other Party a detailed written description of its concerns, in particular of the operation of the measure at issue and its possible adverse effects on trade or investment. Within 20 days of the delivery of this description, the other Party may deliver written comments on this description. Either Party may include any information that it deems relevant in its description or comments.
2. The mediator shall assist the Parties in a transparent manner in bringing clarity to the measure concerned and its possible adverse effects on trade or investment. In particular,

the mediator may organise meetings between the Parties, consult the Parties jointly or individually, seek the assistance of, or consult with, relevant experts and stakeholders and provide any additional support requested by the Parties. The mediator shall consult with the Parties before seeking the assistance of, or consulting with, relevant experts and stakeholders.

3. The mediator may offer advice and propose a solution for the consideration of the Parties. The Parties may accept or reject the proposed solution, or agree on a different solution. The mediator shall not advise or comment on the consistency of the measure at issue with this Agreement.
4. The mediation procedure shall take place in the territory of the Party to which the request was addressed, or by mutual agreement in any other location or by any other means.
5. The Parties shall endeavour to reach a mutually agreed solution within 60 days of the appointment of the mediator. Pending a final agreement, the Parties may consider possible interim solutions, particularly if the measure relates to perishable goods, or seasonal goods or services that rapidly lose their trade value.
6. The solution may be adopted by means of a decision of the [*institutional body to be determined*]. Either Party may make the solution subject to the completion of any necessary internal procedures. Mutually agreed solutions shall be made publicly available. The version disclosed to the public shall not contain any information a Party has designated as confidential.
6. Upon request of either Party, the mediator shall deliver a draft factual report to the Parties, providing:
 - (a) a brief summary of the measure at issue;
 - (b) the procedures followed; and
 - (c) if applicable, any mutually agreed solution reached, including possible interim solutions.

The mediator shall allow the Parties 15 days to comment on the draft report. After considering the comments of the Parties received, the mediator shall, within 15 days, deliver a final factual report to the Parties. The factual report shall not include any interpretation of this Agreement.

8. The procedure shall be terminated:
 - (a) by the adoption of a mutually agreed solution by the Parties, on the date of the adoption thereof;
 - (b) by mutual agreement of the Parties at any stage of the procedure, on the date of that agreement;
 - (c) by a written declaration of the mediator, after consultation with the Parties, that further efforts at mediation would be to no avail, on the date of that declaration; or
 - (d) by a written declaration of a Party after exploring mutually agreed solutions

under the mediation procedure and after having considered any advice and proposed solutions by the mediator, on the date of that declaration.

Article [X.30]

Confidentiality

Unless the Parties agree otherwise, all steps of the mediation procedure, including any advice or proposed solution, are confidential. Any Party may disclose to the public the fact that mediation is taking place.

Article [X.31]

Relationship to dispute settlement procedures

1. The mediation procedure is without prejudice to the Parties' rights and obligations under Sections B and C or under dispute settlement procedures under any other agreement.
2. A Party shall not rely on, or introduce as evidence, in other dispute settlement procedures under this Agreement or any other agreement, nor shall a panel take into consideration:
 - (a) positions taken by the other Party in the course of the mediation procedure or information exclusively gathered under paragraph 2 of Article [X.29] (Rules of the Mediation Procedure);
 - (b) the fact that the other Party has indicated its willingness to accept a solution to the measure subject to mediation; or
 - (c) advice given or proposals made by the mediator.
3. Unless the Parties agree otherwise, a mediator shall not serve as a member of a panel in dispute settlement procedures under this Agreement or under any other international trade agreement to which both Parties are party involving the same matter for which he or she has been a mediator.
