1. These rules shall be read consistently with the provisions of this Chapter.

Notifications

2. Any written submission, request, notice or other document shall be delivered by a Party or the arbitration panel by delivery against receipt, registered post, courier, facsimile or electronic transmission or any other means of telecommunication that provides a record of the sending thereof.

3. Each Party shall provide to the other Party and to each of the arbitrators a copy of all its written communications related to the arbitral proceedings, including any written submissions, request, notice, or other document. A copy of the written communications shall also be provided in electronic format.

4. Minor errors of a clerical nature in any written submission, request, notice or other document related to the arbitration panel proceedings may be corrected by delivery of a new document clearly indicating the changes.

5. If the last day for delivery of a document falls on a non-business day of a Party, the document may be delivered on the next business day.

Commencing the Arbitration

6. Unless the Parties otherwise agree, they shall meet with the arbitration panel within seven days following the establishment of an arbitration panel in order to determine such matters that the Parties or the arbitration panel deem appropriate, including the remuneration and expenses that shall be paid to the chair of the arbitration panel, which normally shall conform to the WTO standards. Unless the Parties otherwise agree, this meeting shall not be required to be in person and can be conducted by any means, including via tele-conference, via video-conference or through computer links.

Timetable

7. After consulting the Parties, the arbitration panel shall, as soon as practicable and whenever possible within 15 days of the establishment of the arbitration panel, fix the timetable for the arbitration panel process.

8. In determining the timetable for the arbitration panel process, the arbitration panel shall provide sufficient time for the Parties to prepare their respective submissions. The arbitration panel shall set precise deadlines for written submissions by the Parties and the Parties shall respect those deadlines. In their written submissions, the Parties shall set out the facts of the case and their arguments.
9. Unless the Parties otherwise agree, an arbitration panel may, in consultation with the Parties, modify any time period established pursuant to these rules and make such other procedural or administrative adjustments as may be required in the arbitration panel proceedings.

Operation of Arbitration Panels

10. The chair of the arbitration panel shall preside at all of its meetings. The arbitration panel may delegate to the chair authority to make administrative and procedural decisions.

11. Except as otherwise provided in these rules, the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions, or computer links. Only members of the arbitration panel may take part in the deliberations of the arbitration panel.

12. The drafting of any decision and ruling shall remain the exclusive responsibility of the arbitration panel.

13. Where a procedural question arises that is not covered by these rules, the arbitration panel may adopt an appropriate procedure that is not inconsistent with this Agreement.

14. The arbitration panel may, in consultation with the Parties, retain such number of assistants or designated note-takers as may be required for the arbitration panel proceedings.

15. The arbitration panel’s deliberations shall be confidential. The members of the arbitration panel and any persons retained by the arbitration panel under paragraph 14 shall maintain the confidentiality of arbitration panel proceedings and deliberations.

Hearings

16. The chair shall fix the date and time of the hearing in consultation with the Parties and the other members of the arbitration panel. The chair shall notify in writing to the Parties the date, time and location of the hearing. Unless there is an objection by a Party, the arbitration panel may decide not to convene a hearing.

17. Unless the Parties otherwise agree, the hearing shall be held in the territory of the responding Party. The responding Party shall be in charge of the logistical administration of arbitration panel proceedings, in particular the organisation of hearings, unless otherwise agreed.

18. The arbitration panel may convene additional hearings if the Parties so agree.

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1 Except where, in accordance with Article 19.8.8, an arbitration panel comprises only of the chair of the original arbitration panel.
19. All arbitrators shall be present at all hearings.  

20. No later than five days before the date of a hearing, each Party shall deliver to the other Party and the arbitration panel a list of the names of representatives or advisers who will be attending the hearing.

21. Hearings shall be open to the public, unless the Parties otherwise agree. The date, time and location of the hearing shall also be made publicly available by the Party in charge of the logistical administration of the arbitration panel proceedings. Part of the hearing may nevertheless be held in closed session, if the arbitration panel, on application by either Party, so decides for good reasons. In particular, hearings shall be held in closed session when the submissions and arguments of a Party contain confidential commercial information.

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

23. The arbitration panel may direct questions to either Party at any time during the hearing.

24. Each Party shall make available to the arbitration panel and to the other Party written versions of their oral statements within a specified number of days following the hearing which shall be fixed by the arbitration panel under paragraph 7.

Questions in Writing

25. The arbitration panel may at any time during the arbitration panel proceedings address questions in writing to either or both of the Parties. In the event that the arbitration panel addresses questions to one Party only, the arbitration panel shall provide a copy of the written questions to the other Party.

26. A Party to whom the arbitration panel addresses written questions shall deliver a copy of any written reply to the other Party and to the arbitration panel in accordance with the timetable established by the arbitration panel under paragraph 7. The other Party shall be given the opportunity to provide written comments on the reply within five days after the date of receipt.

Confidentiality

27. The Parties shall maintain the confidentiality of the arbitration panel’s hearings to the extent that the arbitration panel holds the hearing in closed session under paragraph 21.

28. Each Party shall:

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2 Except where, in accordance with Article 19.8.8, an arbitration panel comprises only of the chair of the original arbitration panel.
(a) unless the Parties otherwise agree, treat as confidential any information or technical advice submitted to the arbitration panel by any individual or body in accordance with a request by the arbitration panel pursuant to Article 19.10; and

(b) treat as confidential any information submitted by the other Party to the arbitration panel which that Party has designated as confidential.

29. Where a Party submits a confidential version of its written submissions to the arbitration panel, it shall also, on the request of the other Party, provide a non-confidential summary of the information contained in its submissions that could be disclosed to the public, no later than 15 days after the hearing.

30. Nothing in these rules shall preclude either Party from disclosing statements of its own positions to the public.

*No ex parte Communications*

31. The arbitration panel shall not meet or contact a Party in the absence of the other Party.

32. Neither Party shall contact any arbitrator in relation to the dispute in the absence of the other Party.

33. No arbitrator shall discuss an aspect of the subject matter of the arbitration panel proceedings with a Party in the absence of the other Party.

*Amicus curiae Submissions*

34. The arbitration panel shall have the authority to accept and consider *amicus curiae* submissions from any persons and entities in the territory of the Parties and from interested persons and entities outside the territory of the Parties.

35. Any such submissions shall:

(a) be made within a specified number of days following the establishment of the arbitration panel which shall be fixed by the arbitration panel under paragraph 7;

(b) be concise and in no case longer than 15 typed pages, including any annexes; and

(c) be directly relevant to the factual and legal issue under consideration by the arbitration panel.

36. The submission shall contain a description of the person, whether natural or legal, making the submission, including its nationality or place of establishment, the nature of its
activities and the source of its financing, and specify the nature of the interest that that person has in the arbitration panel proceedings.

37. The arbitration panel shall promptly provide to the Parties copies of any *amicus curiae* submission received by it and list in its ruling all the *amicus curiae* submissions that it has received that conform to the provisions of the above rules. The arbitration panel shall not be obliged to address in its ruling the factual or legal arguments made in such submissions.

*Computation of Time*

38. Where anything under this Chapter or these rules is to be done, or the arbitration panel requires anything to be done, within a number of days after, before or of a specified date or event, the specified date or the date on which the specified event occurs shall not be included in calculating that number of days.

39. Where a Party receives a document on a date other than the date on which this document is received by the other Party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.