

CHAPTER 30

INSTITUTIONAL PROVISIONS

Article 30.1

Establishment of the Joint Committee

The Parties hereby establish a Joint Committee which may meet at the level of senior officials or Ministers, as mutually determined by the Parties.

Article 30.2

Functions of the Joint Committee

1. The Joint Committee shall:
 - (a) consider any matters relating to the implementation of this Agreement;
 - (b) review the general operation of this Agreement;
 - (c) consider any proposal to amend this Agreement that is referred to it;
 - (d) supervise the work of all subsidiary bodies established under this Agreement and oversee other activities conducted under this Agreement;
 - (e) consider ways to further enhance sustainable and inclusive trade and investment between the Parties; and
 - (f) consider any other matter that may affect the operation of this Agreement.

2. The Joint Committee may:
 - (a) establish additional subsidiary bodies, refer matters to any subsidiary bodies, and consider matters raised by any subsidiary bodies established under this Agreement;
 - (b) merge or dissolve any subsidiary bodies established under this Agreement in order to improve the functioning of this Agreement;
 - (c) develop arrangements for the implementation of the Agreement;
 - (d) seek to resolve differences or disputes that may arise regarding the interpretation or application of this Agreement;

- (e) adopt interpretations of this Agreement, which are binding on the Parties and subsidiary bodies established under this Agreement, including any panels established under Chapter 31 (Dispute Settlement);
- (f) seek the advice of business, civil society groups, union groups, and Māori in the case of New Zealand, other interested parties, and members of the public on any matter falling within the Joint Committee's functions;
- (g) consider and adopt, subject to completion of any necessary legal procedures by each Party, a modification to this Agreement of:
 - (i) Annex 2A (Schedule of Tariff Commitments);
 - (ii) Annex 3A (Product Specific Rules of Origin);
 - (iii) a Party's Schedule in Annex 16A (Government Procurement Schedules);
 - (iv) Annex 31A (Rules of Procedure) or Annex 31B (Code of Conduct);
 - (v) Appendix 7A-a (Oenological Practices Authorised Under the Laws and Regulations of New Zealand as Referred to in Subparagraph 18(b) of Section A of Annex 7A (Wine and Distilled Spirits)); or
 - (vi) Annex 22A (Environmental Goods List); and
- (h) take such other action in the exercise of its functions as the Parties may agree.

Article 30.3 General Review

1. The Parties shall undertake a general review of the Agreement with a view to furthering its objectives, every seven years following the date of its entry into force, unless the Parties agree otherwise.
2. The conduct of general reviews shall normally coincide with regular meetings of the Joint Committee.
3. In conducting a review pursuant to paragraph 1, the Joint Committee shall take into account:
 - (a) the work of all subsidiary bodies established under this Agreement;

- (b) relevant developments in international fora;
- (c) input sought from business, civil society groups, union groups, and Māori in the case of New Zealand, other interested parties, and members of the public.

Article 30.4

Decision-Making and Rules of Procedure of the Joint Committee

1. The Joint Committee shall take decisions on any matter within its functions by mutual agreement.
2. The Joint Committee shall meet within one year of the date of entry into force of this Agreement and then annually, or as otherwise mutually agreed by the Parties.
3. Meetings of the Joint Committee shall be co-chaired by representatives of the Parties and hosted alternately. Any necessary administrative support for the meetings of the Joint Committee shall be provided alternately.
4. Each Party shall be responsible for the composition of its delegation.
5. The Joint Committee and any subsidiary body established under this Agreement shall carry out its work through whatever means are appropriate, which may include electronic mail or videoconferencing.
6. The Joint Committee and any subsidiary body established under this Agreement may establish rules of procedures for the conduct of its work.

Article 30.5

Contact Points

1. Each Party shall, within 30 days of the date of entry into force of this Agreement, designate an overall contact point to facilitate communications between the Parties on any matter relating to this Agreement and notify the other Party of the contact details of that contact point. Each Party shall promptly notify the other Party of any change to those contact details.
2. Each Party shall promptly notify the other Party, in writing, of any changes to its overall contact point or any other contact point.
3. On the request of a Party, the overall contact point of the other Party shall identify the office or official responsible for a matter and assist, as necessary, in facilitating communication with the requesting Party.

Article 30.6
Exchange of Information

Further to Article 2.16 (Data Sharing on Preference Utilisation – National Treatment and Market Access for Goods), the Parties shall endeavour to cooperate to facilitate the identification and exchange of other information relevant to the effective monitoring of the functioning of this Agreement. Such cooperation may include:

- (a) ad hoc discussions between expert-level representatives of the Parties;
- (b) entering into arrangements to exchange information identified pursuant to this paragraph; and
- (c) determining methods for interpreting and analysing that information.

Article 30.7
Domestic Engagement

1. Both Parties recognise the importance of promoting greater engagement and participation from a range of domestic stakeholders in the development and implementation of its trade policy.
2. In addition to this Chapter, there are provisions in other Chapters of this Agreement that seek to engage a range of domestic stakeholders in the operation and implementation of this Agreement, including where appropriate by consulting them and seeking their views. These include:
 - (a) Chapter 22 (Environment);
 - (b) Chapter 23 (Trade and Labour);
 - (c) Chapter 24 (Small and Medium-Sized Enterprises);
 - (d) Chapter 25 (Trade and Gender Equality);
 - (e) Chapter 26 (Māori Trade and Economic Cooperation); and
 - (f) Chapter 27 (Trade and Development).

Article 30.8
Inclusive Trade Sub-Committee

1. For the purposes of the effective implementation and operation of Chapter 24 (Small and Medium-Sized Enterprises), Chapter 25 (Trade and Gender

Equality), Chapter 26 (Māori Trade and Economic Cooperation), and Chapter 27 (Trade and Development), an Inclusive Trade Sub-Committee established under Article 30.9 (Sub-Committees) shall be composed of representatives of each Party or their designees, and with Māori in the case of New Zealand.

2. The functions of the Sub-Committee shall include:
 - (a) monitoring and reviewing the implementation and operation of Chapter 26 (Māori Trade and Economic Cooperation), Chapter 27 (Trade and Development), and provisions in other Chapters of this Agreement, where appropriate, relating to trade and development, Chapter 24 (Small and Medium-Sized Enterprises), and Chapter 25 (Trade and Gender Equality), and provisions in other Chapters relating to the objectives of and commitments in Chapter 25 (Trade and Gender Equality);
 - (b) making a recommendation or referring matters to the Joint Committee that the Sub-Committee considers appropriate, including for future cooperation set out in this Article;
 - (c) with respect to Chapter 26 (Māori Trade and Economic Cooperation):
 - (i) providing a forum to facilitate discussions on cooperation activities in Chapter 26 (Māori Trade and Economic Cooperation), and the exchange of information on the lessons learned through such activities;
 - (ii) cooperating with other subsidiary bodies established under this Agreement, as appropriate, on issues that may be relevant to Chapter 26 (Māori Trade and Economic Cooperation Chapter);
 - (iii) considering input from relevant experts or representatives of relevant organisations to Sub-Committee meetings on issues relevant to Chapter 26 (Māori Trade and Economic Cooperation);
 - (iv) committee functions are to be carried out in a manner consistent with Te Tiriti o Waitangi/The Treaty of Waitangi in the case of New Zealand, and in a manner sensitive to tikanga Māori;¹
 - (d) with respect to Chapter 27 (Trade and Development):

¹ “Tikanga Māori” refers to Māori protocols, customs, and normal practice.

- (i) mutually determining, facilitating and monitoring cooperative activities under Article 27.2 (Cooperation – Trade and Development), and discussing any relevant follow up actions;
 - (ii) sharing the outcomes of any monitoring conducted under Chapter 27 (Trade and Development);
 - (iii) cooperating with other subsidiary bodies established under this Agreement, as appropriate, to contribute to the advancement of trade and development outcomes under this Agreement; and
 - (iv) considering any recommendations received from the contact points established under Article 27.4 (Contact Points – Trade and Development);
- (e) with respect to Chapter 25 (Trade and Gender Equality),
- (i) determining, facilitating, and monitoring the cooperative activities described in Article 25.5 (Cooperation – Trade and Gender Equality) including those which build the evidence base for interventions that address the barriers that may exist for women in international trade. The activities shall be carried out with the inclusive participation of women;
 - (ii) sharing the outcomes of any analysis, research, or monitoring conducted under Chapter 25 (Trade and Gender Equality);
 - (iii) cooperating with other subsidiary bodies established under this Agreement, including through joint meetings or by inviting any member of a body to a meeting of the Sub-Committee as the Sub-Committee considers appropriate, on issues relating to gender equality or women’s economic empowerment, while avoiding duplication of other bodies;
 - (iv) facilitating communication with and the participation of civil society, workers, women business owners, and entrepreneurs, and, in the case of New Zealand, wāhine Māori,² in the activities of the Inclusive Trade Sub-Committee, and seeking advice from appropriately qualified experts and stakeholders; and
 - (v) encouraging a gender perspective through the integration of gender-related monitoring, considerations, and activities across the implementation of this Agreement, including

² For greater certainty, “wāhine Māori” has the meaning given in Article 25.1 (Māori Terminology – Trade and Gender Equality).

through cooperation with other subsidiary bodies established under this Agreement, where appropriate;

- (f) with respect to Chapter 24 (Small and Medium-Sized Enterprises), consider any recommendations received from the contact points established under Article 24.5 (SME Contact Points – Small and Medium-Sized Enterprises); and
 - (g) performing any other functions as the Parties may decide.
3. The Sub-Committee shall meet within one year of the date of entry into force of this Agreement, and thereafter as mutually agreed by the Parties. The Sub-Committee shall be co-chaired by representatives of each Party and may meet physically or virtually as mutually agreed.
 4. The Sub-Committee may, on agreement of the Parties, hold a meeting to consider issues arising out of, exclusively, Chapter 25 (Trade and Gender Equality) or Chapter 27 (Trade and Development). In this case, only the representatives of the Parties responsible for the implementation and operation of the relevant Chapter may attend the meeting.
 5. Any decisions or reports of the Sub-Committee shall be adopted by mutual agreement of the representative of the Parties.
 6. The Sub Committee shall report to the Joint Committee with respect to its activities under this Article.

Article 30.9 Sub-Committees

1. The following sub-committees are hereby established under the auspices of the Joint Committee:
 - (a) the Trade in Goods Sub-Committee, the functions of which are set out in Article 2.17 (Trade in Goods Sub-Committee – National Treatment and Market Access for Goods);
 - (b) the Environment and Climate Change Sub-Committee, the functions of which are set out in Article 22.20 (Institutional Arrangements – Environment);
 - (c) the Inclusive Trade Sub-Committee, the functions of which are set out in Article 30.8 (Inclusive Trade Sub-Committee);
 - (d) the Labour Sub-Committee, the functions of which are set out in Article 23.17 (Labour Sub-Committee – Trade and Labour);

- (e) the Sanitary and Phytosanitary Measures Sub-Committee, the functions of which are set out in Article 5.18 (Sanitary and Phytosanitary Measures Sub-Committee – Sanitary and Phytosanitary Measures); and
- (f) the Services and Investment Sub-Committee, the functions of which are set out in Article 9.14 (Services and Investment Sub-Committee – Cross-Border Trade in Services).

Article 30.10
Working Groups

1. The following working groups are hereby established under the auspices of the Joint Committee:
 - (a) the Intellectual Property Working Group, the functions of which are set out in Article 17.14 (Intellectual Property Working Group – Intellectual Property); and
 - (b) the Government Procurement Working Group, the functions of which are set out in Article 16.22 (Government Procurement Working Group – Government Procurement).
2. The following working group is hereby established under the auspices of the Sanitary and Phytosanitary Measures Sub-Committee:
 - (a) the Animal Welfare Working Group, the functions of which are set out in Article 6.5 (Animal Welfare Working Group – Animal Welfare).
3. The following working groups are hereby established under the auspices of the Services and Investment Sub-Committee:
 - (a) the Financial Services Working Group, the functions of which are set out in Article 11.16 (Institutional – Financial Services); and
 - (b) the Professional Services Working Group, the functions of which are set out in Article 9A.9 (Professional Services Working Group – Professional Services and Recognition of Professional Qualifications).
4. The following working groups are hereby established under the auspices of the Trade in Goods Sub-Committee:
 - (a) the Rules of Origin and Customs and Trade Facilitation Working Group, the functions of which are set out in Article 3.17 (Rules of

Origin and Customs and Trade Facilitation Working Group – Rules of Origin and Origin Procedures); and

- (b) the Wine and Distilled Spirits Working Group, the functions of which are set out in Section C (General Provisions – Wine and Distilled Spirits).

ANNEX 31A

RULES OF PROCEDURE

I. General Provision

1. In the event of an inconsistency between these Rules of Procedure and any provisions in Chapter 31 (Dispute Settlement), the provisions of Chapter 31 (Dispute Settlement) shall prevail to the extent of the inconsistency.

II. Notifications

2. Any written submission, request, notice, or other document in a proceeding transmitted by:
 - (a) the panel shall be sent to both Parties at the same time;
 - (b) a Party to the panel shall be copied to the other Party at the same time; and
 - (c) a Party to the other Party shall be copied to the panel at the same time.
3. The notification to a Party of any document under Chapter 31 (Dispute Settlement), these Rules of Procedure or the Code of Conduct shall be addressed to that Party's designated office.
4. Any notification referred to under Rules 2 and 3 shall be made by e-mail or, where appropriate, any other means of telecommunication that provides a record of its sending. Unless proven otherwise, an e-mail message shall be deemed to be received on the same date of its sending. The date of sending shall be determined according to the time zone in the capital city of the sending Party.
5. If the last day for delivery of a document falls on a non-business day of a Party, or on any other day on which the offices of the Government of a Party are officially or by force majeure closed, the document may be delivered on the next business day.
6. Minor errors of a clerical nature in any written submission, request, notice, or other document related to the proceeding may be corrected by delivering a new document clearly indicating the changes. Any such correction shall not affect the timetable for the proceeding. Any disagreement regarding whether or not the correction is of a clerical nature shall be resolved by the panel after consulting the Parties.

III. Organisational Meeting

7. Unless the Parties agree otherwise, they shall meet with the panel within seven days of the establishment of the panel in order to determine such matters that the Parties or the panel deem appropriate, including:
 - (a) the remuneration and expenses that shall be paid to the arbitrators and their assistants, in accordance with Part XV (Remuneration and Payment of Expenses) below; and
 - (b) the timetable for the proceeding, setting forth inter alia precise dates for the filing of submissions and the date of the oral hearing.
8. Unless the Parties agree otherwise, this meeting shall not be required to be in person and can be conducted by any means, including video-conference, tele-conference, or computer links.

IV. Timetable

9. Unless otherwise agreed by the Parties, the panel may, in consultation with the Parties, modify any time period established pursuant to these Rules of Procedure and make such other procedural or administrative adjustments as may be required in the proceeding.

V. Written Submissions

10. Subject to Rule 7(b), the complaining Party shall deliver its initial written submission to the panel no later than 20 days after the establishment of the panel. The responding Party shall deliver its written counter-submission no later than 28 days after the date of receipt of the initial written submission.
11. With the agreement of the panel, within 10 days of the conclusion of a hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

VI. Operation of the Panel

12. The chair of the panel shall preside at all of its meetings. The panel may delegate to the chair authority to make administrative and procedural decisions.
13. Except as otherwise provided in these Rules of Procedure, the panel may conduct its activities by any means, including e-mail, telephone, video-conference, facsimile transmissions, or computer links.

14. The panel's deliberations shall be confidential. Only arbitrators may take part in the deliberations of the panel, but the panel may permit assistants or designated note-takers to be present during such deliberations.
15. The drafting of any report or decision shall remain the exclusive responsibility of the panel and must not be delegated.

VII. Hearings

16. In accordance with Rule 7, the chair shall fix the time of the hearing in consultation with the Parties and other members of the Panel. The chair shall notify the Parties in writing of the details of the hearing including the date, time, and location.¹ Unless a Party disagrees, the Panel may decide not to convene a hearing.
17. Unless the Parties agree otherwise, the hearing shall be hosted by the responding Party. The responding Party shall be responsible for the logistical administration of the hearing, in particular the organisation of the venue, unless otherwise agreed.
18. No later than five days before the date of a hearing, each Party shall deliver to the panel and the other Party a list of the names of their representatives, advisers, or other delegates who will be attending the hearing.
19. The panel shall conduct the hearing in the following manner, setting time limits to ensure that it affords comparable time to the complaining Party and responding Party:

Argument:

- (a) Opening oral statement and argument of the complaining Party; and
- (b) Opening oral statement and argument of the responding Party;

Rebuttal Argument:

- (a) Reply of the complaining Party; and
- (b) Counter-reply of the responding Party;

Closing statement:

- (a) Closing oral statement of the complaining Party; and

¹ For greater certainty, hearings may be held in person or by virtual means.

- (b) Closing oral statement of the responding Party.
20. Each Party shall make available to the panel and to the other Party written versions of their oral statements within 10 days of the conclusion of the hearing.
 21. The panel may direct questions to a Party at any time during the hearing. The panel may request, on its own initiative or at the request of a Party, that a Party make available documents or other information relevant to the dispute that are within its control or it is able to obtain by reasonable means, and may draw adverse inferences from a failure to comply with such request.
 22. The panel shall arrange for a transcript of the hearing to be prepared and delivered to the Parties as soon as possible after the hearing. A Party may comment on the transcript and the panel may consider those comments.
 23. The panel may convene additional hearings if the Parties so agree.
 24. All arbitrators shall be present at all hearings.² If a replacement arbitrator has been selected after a hearing has occurred but before the panel's report is published, the panel may hold a new hearing if a Party requests, or if the panel considers a new hearing to be appropriate.
 25. Unless the Parties agree otherwise, all hearings of the panel shall be open for the public to observe,³ except that the panel shall close the hearing for the duration of any discussion of confidential information. Attendance in the hearing room shall be limited to approved persons.

VIII. Questions of the Panel

26. The panel may at any time during the proceeding address questions in writing to a Party or both Parties. In the event that the panel addresses questions to one Party only, the panel shall provide a copy of the written questions to the other Party.
27. A Party to whom the panel addresses questions shall deliver a copy of any reply to the other Party and to the panel in accordance with the timetable established by the panel. The other Party shall be given the opportunity to provide comments on the reply.

² Except where, in accordance with paragraph 7 of Article 31.7 (Composition of a Panel), a panel comprises only of the chair of the original panel.

³ The expression "open for the public to observe" does not mean physical presence at the hearing. To facilitate public observation of a hearing, that hearing may be transmitted electronically to the public at the time of the hearing or at a later date.

IX. No *Ex Parte* Communications

28. The panel shall not meet or contact a Party in the absence of the other Party.
29. Neither Party shall meet or contact any arbitrator in relation to the dispute in the absence of the other Party.
30. No arbitrator shall discuss any aspect of the subject matter of the proceeding with a Party in the absence of the other Party or the other arbitrators.

X. Amicus Curiae Submissions

31. The panel shall have the authority to accept and consider amicus curiae submissions from interested persons and non-governmental entities, unless the Parties agree otherwise.
32. Any such submissions shall:
 - (a) be made within 14 days of the provision of public notice pursuant to Rule 36;
 - (b) be concise and in no case longer than 15 typed pages, including any annexes; and
 - (c) be directly relevant to the factual or legal issues under consideration by the panel.
33. The submission shall contain a description of the person, whether natural or legal, making the submission, including their nationality or place of establishment, the nature of their activities and the source of their financing, and specify the nature of their interest in the panel proceeding.
34. The panel shall promptly provide to the Parties for comment copies of any amicus curiae submissions it receives. Comments of a Party must be submitted to the panel within 10 days of receiving a copy of an amicus curiae submission from the panel.
35. The panel shall list in its report all the amicus curiae submissions that it has received but shall not be obliged to address the factual or legal arguments made in such submissions. The panel shall take into account any comments made by a Party pursuant to Rule 34.
36. To facilitate the submission of amicus curiae submissions, each Party shall, within five days of the date of the organisational meeting, provide public notice of:
 - (a) the establishment of the panel;

- (b) the opportunity for interested persons and non-governmental entities to submit amicus curiae submissions; and
- (c) the procedures and requirements for making such submissions, consistent with Rule 32.

XI. Technical Advice

- 37. On the request of a Party, or on its own initiative, the panel may seek information or technical advice from any expert that it deems appropriate. Any information or technical advice so obtained shall be submitted to the Parties for comment. Where the panel takes the information or technical advice into account in the preparation of its report, it shall also take into account any comments by the Parties on the information or technical advice.
- 38. The panel shall consult the Parties to determine whether the information or technical advice should be sought, and from which expert it should be sought.
- 39. A Party may, after consulting with the other Party, designate a report obtained under Rule 37, or any part of it, as confidential information.
- 40. Any expert selected under Rule 37 shall be subject to the provisions of Section H (Responsibilities of Experts, Assistants, Staff, and ADR Providers) of the Code of Conduct.

XII. Treatment of Confidential Information

- 41. Rules 42 to 45 and Appendix 31A-a (Confidential Information) shall apply to confidential information that a Party submits during consultations, proceedings, or procedures that involve good offices, conciliation, or mediation.
- 42. Each Party and its approved persons shall treat as confidential the information submitted by the other Party that the submitting Party has designated as confidential information. Each Party shall maintain the confidentiality of the panel's hearings to the extent that the panel holds the hearing in closed session under Rule 25.
- 43. After consulting the Parties, the panel may modify or waive any part of the procedures set out in Appendix 31A-a (Confidential Information) or establish additional procedures that it considers necessary to protect confidential information.
- 44. Where a Party submits a confidential version of its written submissions to the 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 within 15 days of the conclusion of the hearing.

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

XIII. Public Release of Documents

46. Subject to the protection of confidential information:
- (a) a Party making a request pursuant to Article 31.5 (Consultations) or Article 31.6 (Establishment of a Panel) shall release a copy of the request to the public within seven days of making that request;
 - (b) each Party shall make its best efforts to release to the public any written submissions, written versions of oral statements, and written responses to requests or questions from the panel, as soon as possible after such documents are submitted to the panel and, if not already released, shall do so by the time the final report is issued to the Parties; and
 - (c) each Party shall release a copy of the final report to the public within 15 days after it is issued to the Parties.
47. No Party shall publicly disclose the contents of an interim report presented to the Parties pursuant to Article 31.12 (Reports of a Panel) or the contents of any comments made on an interim report.

XIV. Replacement of Arbitrators

48. If an arbitrator withdraws or becomes unable to act, they shall notify the Parties and a replacement shall be appointed in accordance with Article 31.7 (Composition of a Panel). The replacement arbitrator shall have all the powers and duties of the original arbitrator.
49. The notification in Rule 48 shall be sent to the Parties' designated offices.
50. If a Party considers that an arbitrator should be replaced because they do not comply with the requirements of the Code of Conduct, that Party shall notify the other Party within seven days of the day it obtained sufficient evidence of the arbitrator's alleged failure to comply with the requirements of the Code of Conduct.
51. The Parties shall inform the arbitrator of the alleged failure and may request the arbitrator to take steps to rectify the failure. If the Parties agree, they may

remove the arbitrator and select a new arbitrator in accordance with Article 31.7 (Composition of a Panel).

52. If the Parties fail to agree on the need to replace an arbitrator other than the chair of the panel, a Party may refer this matter to the chair of the panel, whose decision shall be final. If the chair finds that the arbitrator does not comply with the requirements of the Code of Conduct, the new arbitrator shall be appointed in accordance with Article 31.7 (Composition of a Panel).
53. If the Parties fail to agree on the need to replace the chair of the panel, a Party may refer the matter to the Secretary-General of the Permanent Court of Arbitration, whose decision shall be final. If the Secretary-General of the Permanent Court of Arbitration finds that the chair does not comply with the requirements of the Code of Conduct, the new chair shall be appointed in accordance with Article 31.7 (Composition of a Panel).
54. The proceeding shall be suspended for the period of time taken to carry out the procedures in Rules 48 to 53.

XV. Remuneration and Payment of Expenses

55. The remuneration and expenses of the arbitrators and their assistants shall be borne by the Parties in equal share.
56. Unless the Parties agree otherwise, remuneration for arbitrators shall be paid at the rate for non-governmental panellists used by the WTO on the date a Party makes a written request for the establishment of a panel under Article 31.6 (Establishment of a Panel).
57. Unless the Parties agree otherwise, the total remuneration for each arbitrator's assistant or assistants shall not exceed 50 per cent of the remuneration of that arbitrator.
58. Unless the Parties agree otherwise, expenses shall be paid at the Daily Subsistence Allowance rate for the location of the hearing established by the United Nations International Civil Service Commission on the date a Party makes a written request for the establishment of a panel under Article 31.6 (Establishment of a Panel).
59. Each arbitrator shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the proceeding, as well as the time and expenses of their assistants. The panel shall keep a record and render a final account to the Parties of its administrative expenses.
60. If the panel seeks information or technical advice pursuant to Part XI (Technical Advice), the amount and details of the remuneration and expenses an expert is to receive shall be determined by the Parties and shall be borne

by the Parties in equal share. Experts shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the proceeding.

61. If the Parties agree to undertake procedures listed under Article 31.20 (Good Offices, Conciliation, and Mediation), the amount and details of the remuneration and expenses an ADR provider is to receive shall be determined by the Parties and shall be borne by the Parties in equal share. ADR providers shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the procedures.
62. In case of resignation or removal of an arbitrator, assistant, expert, or ADR provider, or if the Parties reach a mutually agreed solution, the Parties will make payment of the remuneration and expenses owed, using resources provided equally by the Parties, on submission of a final account, following the procedures in Rule 59, 60, or 61, as applicable.

XVI. Time Periods

63. Where, by reason of the operation of Rule 5, the Parties receive the same document on a different date, the calculation of any time period which is dependent on the date of receipt shall be from the date the last Party received the document.

APPENDIX 31A-a

CONFIDENTIAL INFORMATION

1. An approved person shall take all necessary precautions to safeguard confidential information when a document containing the confidential information is in use or being stored. Each approved person must sign and submit to the panel the Declaration of Non-Disclosure set out in Appendix 31A-b (Declaration of Non-Disclosure).
2. Only approved persons may view or hear confidential information. No approved person who views or hears confidential information may disclose it, or allow it to be disclosed, to any individual other than another approved person.
3. An approved person who views or hears confidential information shall only use that information for the purposes of the proceeding.
4. The panel shall not disclose confidential information in its report, but may state conclusions drawn from that information in a way that does not disclose the confidential information.

APPENDIX 31A-b

DECLARATION OF NON-DISCLOSURE

1. I acknowledge having received a copy of the Rules of Procedure, which include rules governing the treatment of confidential information.
2. I acknowledge having read and understood the Rules of Procedure.
3. I agree to be bound by, and to adhere to, the Rules of Procedure and, accordingly, without limitation, to treat as confidential all confidential information that I may view or hear in accordance with the Rules of Procedure and to use that information solely for the purposes of the panel proceeding.

Declared on this ___ day of ____, 20__.

By:

Signature _____

Name _____

ANNEX 31B

CODE OF CONDUCT

Section A Provision of Code of Conduct

1. The Parties shall provide this Code of Conduct and the Initial Disclosure Statement set out in Appendix 31B-a (Initial Disclosure Statement) to a candidate when they are requested to serve as an arbitrator under Article 31.7 (Composition of a Panel), an expert when they are requested to provide information or technical advice under Rule 38 of the Rules of Procedure, and an ADR provider when they are requested to provide their services under Article 31.20 (Good Offices, Conciliation, and Mediation).

Section B Governing Principles

2. In order to preserve the integrity and impartiality of the dispute settlement process, each candidate and arbitrator shall:
 - (a) avoid impropriety or the appearance of impropriety;
 - (b) be independent and impartial;
 - (c) avoid direct or indirect conflicts of interest; and
 - (d) observe high standards of conduct.

Section C Disclosure Obligations

3. Prior to confirmation of their appointment as an arbitrator in a dispute under this Agreement, a candidate requested to serve as an arbitrator shall disclose any interest, relationship, or matter that is likely to affect their 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. Without limiting paragraph 3, candidates shall disclose, at a minimum, the following interests, relationships, and matters:
 - (a) any financial interest of the candidate in:
 - (i) the proceeding or its outcome; and

- (ii) an administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (b) any financial interest of the candidate's employer, business partner, business associate, or family member in:
 - (i) the proceeding or in its outcome; and
 - (ii) an administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (c) any past or existing financial, business, professional, family, or social relationship with any interested parties in the proceeding, or their counsel, or any such relationship involving a candidate's employer, business partner, business associate, or family member; and
 - (d) public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters.
5. A candidate shall communicate matters concerning actual or potential violations of this Code of Conduct for consideration by the Parties by submitting the Initial Disclosure Statement to the Parties' designated offices no later than five days after they have been contacted to serve as an arbitrator.
6. Once appointed, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships, or matters referred to in paragraph 4 and shall disclose them promptly, in writing, to the Parties for their consideration. The obligation to disclose is a continuing obligation, which requires an arbitrator to disclose any such interests, relationships, and matters that may arise during any stages of the proceeding.
7. In the event of any uncertainty regarding whether an interest, relationship, or matter must be disclosed under paragraphs 3 to 6, a candidate or arbitrator should err in favour of disclosure.

Section D **Performance of Duties**

8. Once appointed, an arbitrator shall be available to perform and shall perform their duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

9. An arbitrator shall consider only those issues raised in the proceeding and necessary to make a decision and shall not delegate the duty to decide to any other person.
10. An arbitrator shall take all appropriate steps to ensure that their assistants and staff are aware of this Code of Conduct and comply with paragraph 24 of Section H (Responsibilities of Experts, Assistants, Staff, and ADR Providers).
11. An arbitrator shall not engage in *ex parte* contact concerning the proceeding.
12. A candidate or arbitrator shall not communicate matters concerning actual or potential violations of this Code of Conduct, unless the communication is to the Parties or is necessary to ascertain whether that candidate or arbitrator has violated or may violate the Code of Conduct.

Section E
Independence and Impartiality of Arbitrators

13. An arbitrator shall be independent and impartial. An arbitrator shall act in a fair manner and shall avoid creating an appearance of impropriety or an apprehension of bias.
14. An arbitrator shall not be influenced by self-interest, outside pressure, political considerations, public clamour, or loyalty to a Party.
15. 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 their duties.
16. An arbitrator shall not use their position on the panel 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 them. An arbitrator shall endeavour to prevent or discourage others from representing themselves as being in such a position.
17. An arbitrator shall not allow past or existing financial, business, professional, family, or social relationships or responsibilities to influence their conduct or judgment.
18. An arbitrator shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect their impartiality or that might reasonably create an appearance of impropriety or an apprehension of bias.

Section F
Duties of Former Arbitrators

19. All former arbitrators shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision of the panel.

Section G
Maintenance of Confidentiality

20. An arbitrator or former arbitrator shall not at any time disclose or use any confidential or 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 another.
21. An arbitrator shall not disclose a panel report or parts thereof issued under Chapter 31 (Dispute Settlement) prior to release of the final report by the Parties. An arbitrator or former arbitrator shall not at any time disclose which arbitrators are associated with majority or minority opinions in a proceeding.
22. An arbitrator or former arbitrator shall not at any time disclose the deliberations of a panel, or any arbitrator's view.
23. An arbitrator shall not make a public statement regarding the merits of a pending proceeding.

Section H
Responsibilities of Experts, Assistants, Staff, and ADR Providers

24. Section B (Governing Principles), Section C (Disclosure Obligations), and Section G (Maintenance of Confidentiality) of this Code of Conduct shall also apply to experts, assistants, and staff, *mutatis mutandis*.
25. Section B (Governing Principles), Section C (Disclosure Obligations), paragraphs 9 to 12 of Section D (Performance of Duties), Section E (Independence and Impartiality of Arbitrators), Section F (Duties of Former Arbitrators), and Section G (Maintenance of Confidentiality) of this Code of Conduct shall also apply to ADR providers, *mutatis mutandis*.

APPENDIX 31B-a

INITIAL DISCLOSURE STATEMENT

1. I acknowledge having received a copy of the Code of Conduct for dispute settlement under Chapter 31 (Dispute Settlement) of the Free Trade Agreement between the United Kingdom of Great Britain and Northern Ireland and New Zealand.
2. I acknowledge having read and understood the Code of Conduct.
3. I understand that I have a continuing obligation, while participating in the proceeding, to disclose interests, relationships, and matters that may bear on the integrity or impartiality of the dispute settlement process. As a part of this continuing obligation, I am making the following initial disclosures:
 - (a) My financial interest in the proceeding for which I am under consideration or in its outcome is as follows:
 - (b) My financial interest in any administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding is as follows:
 - (c) The financial interest that any employer, business partner, business associate, or family member of mine may have in the proceeding or in its outcome are as follows:
 - (d) The financial interest that any employer, business partner, business associate, or family member of mine may have in any administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding are as follows:
 - (e) My past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, are as follows:
 - (f) The past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, involving any employer, business partner, business associate, or family member of mine are as follows:
 - (g) My public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters is as follows:

- (h) My other interests, relationships, and matters that may bear on the integrity or impartiality of the dispute settlement process and that are not disclosed in subparagraphs (a) to (g) are as follows:

Signed on this _____ day of _____, 20__.

By:

Signature _____

Name _____

ANNEX 31A

RULES OF PROCEDURE

I. General Provision

1. In the event of an inconsistency between these Rules of Procedure and any provisions in Chapter 31 (Dispute Settlement), the provisions of Chapter 31 (Dispute Settlement) shall prevail to the extent of the inconsistency.

II. Notifications

2. Any written submission, request, notice, or other document in a proceeding transmitted by:
 - (a) the panel shall be sent to both Parties at the same time;
 - (b) a Party to the panel shall be copied to the other Party at the same time; and
 - (c) a Party to the other Party shall be copied to the panel at the same time.
3. The notification to a Party of any document under Chapter 31 (Dispute Settlement), these Rules of Procedure or the Code of Conduct shall be addressed to that Party's designated office.
4. Any notification referred to under Rules 2 and 3 shall be made by e-mail or, where appropriate, any other means of telecommunication that provides a record of its sending. Unless proven otherwise, an e-mail message shall be deemed to be received on the same date of its sending. The date of sending shall be determined according to the time zone in the capital city of the sending Party.
5. If the last day for delivery of a document falls on a non-business day of a Party, or on any other day on which the offices of the Government of a Party are officially or by force majeure closed, the document may be delivered on the next business day.
6. Minor errors of a clerical nature in any written submission, request, notice, or other document related to the proceeding may be corrected by delivering a new document clearly indicating the changes. Any such correction shall not affect the timetable for the proceeding. Any disagreement regarding whether or not the correction is of a clerical nature shall be resolved by the panel after consulting the Parties.

III. Organisational Meeting

7. Unless the Parties agree otherwise, they shall meet with the panel within seven days of the establishment of the panel in order to determine such matters that the Parties or the panel deem appropriate, including:
 - (a) the remuneration and expenses that shall be paid to the arbitrators and their assistants, in accordance with Part XV (Remuneration and Payment of Expenses) below; and
 - (b) the timetable for the proceeding, setting forth inter alia precise dates for the filing of submissions and the date of the oral hearing.
8. Unless the Parties agree otherwise, this meeting shall not be required to be in person and can be conducted by any means, including video-conference, tele-conference, or computer links.

IV. Timetable

9. Unless otherwise agreed by the Parties, the panel may, in consultation with the Parties, modify any time period established pursuant to these Rules of Procedure and make such other procedural or administrative adjustments as may be required in the proceeding.

V. Written Submissions

10. Subject to Rule 7(b), the complaining Party shall deliver its initial written submission to the panel no later than 20 days after the establishment of the panel. The responding Party shall deliver its written counter-submission no later than 28 days after the date of receipt of the initial written submission.
11. With the agreement of the panel, within 10 days of the conclusion of a hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

VI. Operation of the Panel

12. The chair of the panel shall preside at all of its meetings. The panel may delegate to the chair authority to make administrative and procedural decisions.
13. Except as otherwise provided in these Rules of Procedure, the panel may conduct its activities by any means, including e-mail, telephone, video-conference, facsimile transmissions, or computer links.

14. The panel's deliberations shall be confidential. Only arbitrators may take part in the deliberations of the panel, but the panel may permit assistants or designated note-takers to be present during such deliberations.
15. The drafting of any report or decision shall remain the exclusive responsibility of the panel and must not be delegated.

VII. Hearings

16. In accordance with Rule 7, the chair shall fix the time of the hearing in consultation with the Parties and other members of the Panel. The chair shall notify the Parties in writing of the details of the hearing including the date, time, and location.¹ Unless a Party disagrees, the Panel may decide not to convene a hearing.
17. Unless the Parties agree otherwise, the hearing shall be hosted by the responding Party. The responding Party shall be responsible for the logistical administration of the hearing, in particular the organisation of the venue, unless otherwise agreed.
18. No later than five days before the date of a hearing, each Party shall deliver to the panel and the other Party a list of the names of their representatives, advisers, or other delegates who will be attending the hearing.
19. The panel shall conduct the hearing in the following manner, setting time limits to ensure that it affords comparable time to the complaining Party and responding Party:

Argument:

- (a) Opening oral statement and argument of the complaining Party; and
- (b) Opening oral statement and argument of the responding Party;

Rebuttal Argument:

- (a) Reply of the complaining Party; and
- (b) Counter-reply of the responding Party;

Closing statement:

- (a) Closing oral statement of the complaining Party; and

¹ For greater certainty, hearings may be held in person or by virtual means.

- (b) Closing oral statement of the responding Party.
20. Each Party shall make available to the panel and to the other Party written versions of their oral statements within 10 days of the conclusion of the hearing.
 21. The panel may direct questions to a Party at any time during the hearing. The panel may request, on its own initiative or at the request of a Party, that a Party make available documents or other information relevant to the dispute that are within its control or it is able to obtain by reasonable means, and may draw adverse inferences from a failure to comply with such request.
 22. The panel shall arrange for a transcript of the hearing to be prepared and delivered to the Parties as soon as possible after the hearing. A Party may comment on the transcript and the panel may consider those comments.
 23. The panel may convene additional hearings if the Parties so agree.
 24. All arbitrators shall be present at all hearings.² If a replacement arbitrator has been selected after a hearing has occurred but before the panel's report is published, the panel may hold a new hearing if a Party requests, or if the panel considers a new hearing to be appropriate.
 25. Unless the Parties agree otherwise, all hearings of the panel shall be open for the public to observe,³ except that the panel shall close the hearing for the duration of any discussion of confidential information. Attendance in the hearing room shall be limited to approved persons.

VIII. Questions of the Panel

26. The panel may at any time during the proceeding address questions in writing to a Party or both Parties. In the event that the panel addresses questions to one Party only, the panel shall provide a copy of the written questions to the other Party.
27. A Party to whom the panel addresses questions shall deliver a copy of any reply to the other Party and to the panel in accordance with the timetable established by the panel. The other Party shall be given the opportunity to provide comments on the reply.

² Except where, in accordance with paragraph 7 of Article 31.7 (Composition of a Panel), a panel comprises only of the chair of the original panel.

³ The expression "open for the public to observe" does not mean physical presence at the hearing. To facilitate public observation of a hearing, that hearing may be transmitted electronically to the public at the time of the hearing or at a later date.

IX. No *Ex Parte* Communications

28. The panel shall not meet or contact a Party in the absence of the other Party.
29. Neither Party shall meet or contact any arbitrator in relation to the dispute in the absence of the other Party.
30. No arbitrator shall discuss any aspect of the subject matter of the proceeding with a Party in the absence of the other Party or the other arbitrators.

X. Amicus Curiae Submissions

31. The panel shall have the authority to accept and consider amicus curiae submissions from interested persons and non-governmental entities, unless the Parties agree otherwise.
32. Any such submissions shall:
 - (a) be made within 14 days of the provision of public notice pursuant to Rule 36;
 - (b) be concise and in no case longer than 15 typed pages, including any annexes; and
 - (c) be directly relevant to the factual or legal issues under consideration by the panel.
33. The submission shall contain a description of the person, whether natural or legal, making the submission, including their nationality or place of establishment, the nature of their activities and the source of their financing, and specify the nature of their interest in the panel proceeding.
34. The panel shall promptly provide to the Parties for comment copies of any amicus curiae submissions it receives. Comments of a Party must be submitted to the panel within 10 days of receiving a copy of an amicus curiae submission from the panel.
35. The panel shall list in its report all the amicus curiae submissions that it has received but shall not be obliged to address the factual or legal arguments made in such submissions. The panel shall take into account any comments made by a Party pursuant to Rule 34.
36. To facilitate the submission of amicus curiae submissions, each Party shall, within five days of the date of the organisational meeting, provide public notice of:
 - (a) the establishment of the panel;

- (b) the opportunity for interested persons and non-governmental entities to submit amicus curiae submissions; and
- (c) the procedures and requirements for making such submissions, consistent with Rule 32.

XI. Technical Advice

- 37. On the request of a Party, or on its own initiative, the panel may seek information or technical advice from any expert that it deems appropriate. Any information or technical advice so obtained shall be submitted to the Parties for comment. Where the panel takes the information or technical advice into account in the preparation of its report, it shall also take into account any comments by the Parties on the information or technical advice.
- 38. The panel shall consult the Parties to determine whether the information or technical advice should be sought, and from which expert it should be sought.
- 39. A Party may, after consulting with the other Party, designate a report obtained under Rule 37, or any part of it, as confidential information.
- 40. Any expert selected under Rule 37 shall be subject to the provisions of Section H (Responsibilities of Experts, Assistants, Staff, and ADR Providers) of the Code of Conduct.

XII. Treatment of Confidential Information

- 41. Rules 42 to 45 and Appendix 31A-a (Confidential Information) shall apply to confidential information that a Party submits during consultations, proceedings, or procedures that involve good offices, conciliation, or mediation.
- 42. Each Party and its approved persons shall treat as confidential the information submitted by the other Party that the submitting Party has designated as confidential information. Each Party shall maintain the confidentiality of the panel's hearings to the extent that the panel holds the hearing in closed session under Rule 25.
- 43. After consulting the Parties, the panel may modify or waive any part of the procedures set out in Appendix 31A-a (Confidential Information) or establish additional procedures that it considers necessary to protect confidential information.
- 44. Where a Party submits a confidential version of its written submissions to the 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 within 15 days of the conclusion of the hearing.

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

XIII. Public Release of Documents

46. Subject to the protection of confidential information:
- (a) a Party making a request pursuant to Article 31.5 (Consultations) or Article 31.6 (Establishment of a Panel) shall release a copy of the request to the public within seven days of making that request;
 - (b) each Party shall make its best efforts to release to the public any written submissions, written versions of oral statements, and written responses to requests or questions from the panel, as soon as possible after such documents are submitted to the panel and, if not already released, shall do so by the time the final report is issued to the Parties; and
 - (c) each Party shall release a copy of the final report to the public within 15 days after it is issued to the Parties.
47. No Party shall publicly disclose the contents of an interim report presented to the Parties pursuant to Article 31.12 (Reports of a Panel) or the contents of any comments made on an interim report.

XIV. Replacement of Arbitrators

48. If an arbitrator withdraws or becomes unable to act, they shall notify the Parties and a replacement shall be appointed in accordance with Article 31.7 (Composition of a Panel). The replacement arbitrator shall have all the powers and duties of the original arbitrator.
49. The notification in Rule 48 shall be sent to the Parties' designated offices.
50. If a Party considers that an arbitrator should be replaced because they do not comply with the requirements of the Code of Conduct, that Party shall notify the other Party within seven days of the day it obtained sufficient evidence of the arbitrator's alleged failure to comply with the requirements of the Code of Conduct.
51. The Parties shall inform the arbitrator of the alleged failure and may request the arbitrator to take steps to rectify the failure. If the Parties agree, they may

remove the arbitrator and select a new arbitrator in accordance with Article 31.7 (Composition of a Panel).

52. If the Parties fail to agree on the need to replace an arbitrator other than the chair of the panel, a Party may refer this matter to the chair of the panel, whose decision shall be final. If the chair finds that the arbitrator does not comply with the requirements of the Code of Conduct, the new arbitrator shall be appointed in accordance with Article 31.7 (Composition of a Panel).
53. If the Parties fail to agree on the need to replace the chair of the panel, a Party may refer the matter to the Secretary-General of the Permanent Court of Arbitration, whose decision shall be final. If the Secretary-General of the Permanent Court of Arbitration finds that the chair does not comply with the requirements of the Code of Conduct, the new chair shall be appointed in accordance with Article 31.7 (Composition of a Panel).
54. The proceeding shall be suspended for the period of time taken to carry out the procedures in Rules 48 to 53.

XV. Remuneration and Payment of Expenses

55. The remuneration and expenses of the arbitrators and their assistants shall be borne by the Parties in equal share.
56. Unless the Parties agree otherwise, remuneration for arbitrators shall be paid at the rate for non-governmental panellists used by the WTO on the date a Party makes a written request for the establishment of a panel under Article 31.6 (Establishment of a Panel).
57. Unless the Parties agree otherwise, the total remuneration for each arbitrator's assistant or assistants shall not exceed 50 per cent of the remuneration of that arbitrator.
58. Unless the Parties agree otherwise, expenses shall be paid at the Daily Subsistence Allowance rate for the location of the hearing established by the United Nations International Civil Service Commission on the date a Party makes a written request for the establishment of a panel under Article 31.6 (Establishment of a Panel).
59. Each arbitrator shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the proceeding, as well as the time and expenses of their assistants. The panel shall keep a record and render a final account to the Parties of its administrative expenses.
60. If the panel seeks information or technical advice pursuant to Part XI (Technical Advice), the amount and details of the remuneration and expenses an expert is to receive shall be determined by the Parties and shall be borne

by the Parties in equal share. Experts shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the proceeding.

61. If the Parties agree to undertake procedures listed under Article 31.20 (Good Offices, Conciliation, and Mediation), the amount and details of the remuneration and expenses an ADR provider is to receive shall be determined by the Parties and shall be borne by the Parties in equal share. ADR providers shall keep a record and render a final account to the Parties of all time devoted to and expenses incurred in connection with the procedures.
62. In case of resignation or removal of an arbitrator, assistant, expert, or ADR provider, or if the Parties reach a mutually agreed solution, the Parties will make payment of the remuneration and expenses owed, using resources provided equally by the Parties, on submission of a final account, following the procedures in Rule 59, 60, or 61, as applicable.

XVI. Time Periods

63. Where, by reason of the operation of Rule 5, the Parties receive the same document on a different date, the calculation of any time period which is dependent on the date of receipt shall be from the date the last Party received the document.

APPENDIX 31A-a

CONFIDENTIAL INFORMATION

1. An approved person shall take all necessary precautions to safeguard confidential information when a document containing the confidential information is in use or being stored. Each approved person must sign and submit to the panel the Declaration of Non-Disclosure set out in Appendix 31A-b (Declaration of Non-Disclosure).
2. Only approved persons may view or hear confidential information. No approved person who views or hears confidential information may disclose it, or allow it to be disclosed, to any individual other than another approved person.
3. An approved person who views or hears confidential information shall only use that information for the purposes of the proceeding.
4. The panel shall not disclose confidential information in its report, but may state conclusions drawn from that information in a way that does not disclose the confidential information.

APPENDIX 31A-b

DECLARATION OF NON-DISCLOSURE

1. I acknowledge having received a copy of the Rules of Procedure, which include rules governing the treatment of confidential information.
2. I acknowledge having read and understood the Rules of Procedure.
3. I agree to be bound by, and to adhere to, the Rules of Procedure and, accordingly, without limitation, to treat as confidential all confidential information that I may view or hear in accordance with the Rules of Procedure and to use that information solely for the purposes of the panel proceeding.

Declared on this ___ day of ____, 20__.

By:

Signature _____

Name _____

ANNEX 31B

CODE OF CONDUCT

Section A Provision of Code of Conduct

1. The Parties shall provide this Code of Conduct and the Initial Disclosure Statement set out in Appendix 31B-a (Initial Disclosure Statement) to a candidate when they are requested to serve as an arbitrator under Article 31.7 (Composition of a Panel), an expert when they are requested to provide information or technical advice under Rule 38 of the Rules of Procedure, and an ADR provider when they are requested to provide their services under Article 31.20 (Good Offices, Conciliation, and Mediation).

Section B Governing Principles

2. In order to preserve the integrity and impartiality of the dispute settlement process, each candidate and arbitrator shall:
 - (a) avoid impropriety or the appearance of impropriety;
 - (b) be independent and impartial;
 - (c) avoid direct or indirect conflicts of interest; and
 - (d) observe high standards of conduct.

Section C Disclosure Obligations

3. Prior to confirmation of their appointment as an arbitrator in a dispute under this Agreement, a candidate requested to serve as an arbitrator shall disclose any interest, relationship, or matter that is likely to affect their 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. Without limiting paragraph 3, candidates shall disclose, at a minimum, the following interests, relationships, and matters:
 - (a) any financial interest of the candidate in:
 - (i) the proceeding or its outcome; and

- (ii) an administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (b) any financial interest of the candidate's employer, business partner, business associate, or family member in:
 - (i) the proceeding or in its outcome; and
 - (ii) an administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;
 - (c) any past or existing financial, business, professional, family, or social relationship with any interested parties in the proceeding, or their counsel, or any such relationship involving a candidate's employer, business partner, business associate, or family member; and
 - (d) public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters.
5. A candidate shall communicate matters concerning actual or potential violations of this Code of Conduct for consideration by the Parties by submitting the Initial Disclosure Statement to the Parties' designated offices no later than five days after they have been contacted to serve as an arbitrator.
6. Once appointed, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships, or matters referred to in paragraph 4 and shall disclose them promptly, in writing, to the Parties for their consideration. The obligation to disclose is a continuing obligation, which requires an arbitrator to disclose any such interests, relationships, and matters that may arise during any stages of the proceeding.
7. In the event of any uncertainty regarding whether an interest, relationship, or matter must be disclosed under paragraphs 3 to 6, a candidate or arbitrator should err in favour of disclosure.

Section D **Performance of Duties**

8. Once appointed, an arbitrator shall be available to perform and shall perform their duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

9. An arbitrator shall consider only those issues raised in the proceeding and necessary to make a decision and shall not delegate the duty to decide to any other person.
10. An arbitrator shall take all appropriate steps to ensure that their assistants and staff are aware of this Code of Conduct and comply with paragraph 24 of Section H (Responsibilities of Experts, Assistants, Staff, and ADR Providers).
11. An arbitrator shall not engage in *ex parte* contact concerning the proceeding.
12. A candidate or arbitrator shall not communicate matters concerning actual or potential violations of this Code of Conduct, unless the communication is to the Parties or is necessary to ascertain whether that candidate or arbitrator has violated or may violate the Code of Conduct.

Section E
Independence and Impartiality of Arbitrators

13. An arbitrator shall be independent and impartial. An arbitrator shall act in a fair manner and shall avoid creating an appearance of impropriety or an apprehension of bias.
14. An arbitrator shall not be influenced by self-interest, outside pressure, political considerations, public clamour, or loyalty to a Party.
15. 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 their duties.
16. An arbitrator shall not use their position on the panel 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 them. An arbitrator shall endeavour to prevent or discourage others from representing themselves as being in such a position.
17. An arbitrator shall not allow past or existing financial, business, professional, family, or social relationships or responsibilities to influence their conduct or judgment.
18. An arbitrator shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect their impartiality or that might reasonably create an appearance of impropriety or an apprehension of bias.

Section F
Duties of Former Arbitrators

19. All former arbitrators shall avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision of the panel.

Section G
Maintenance of Confidentiality

20. An arbitrator or former arbitrator shall not at any time disclose or use any confidential or 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 another.
21. An arbitrator shall not disclose a panel report or parts thereof issued under Chapter 31 (Dispute Settlement) prior to release of the final report by the Parties. An arbitrator or former arbitrator shall not at any time disclose which arbitrators are associated with majority or minority opinions in a proceeding.
22. An arbitrator or former arbitrator shall not at any time disclose the deliberations of a panel, or any arbitrator's view.
23. An arbitrator shall not make a public statement regarding the merits of a pending proceeding.

Section H
Responsibilities of Experts, Assistants, Staff, and ADR Providers

24. Section B (Governing Principles), Section C (Disclosure Obligations), and Section G (Maintenance of Confidentiality) of this Code of Conduct shall also apply to experts, assistants, and staff, *mutatis mutandis*.
25. Section B (Governing Principles), Section C (Disclosure Obligations), paragraphs 9 to 12 of Section D (Performance of Duties), Section E (Independence and Impartiality of Arbitrators), Section F (Duties of Former Arbitrators), and Section G (Maintenance of Confidentiality) of this Code of Conduct shall also apply to ADR providers, *mutatis mutandis*.

APPENDIX 31B-a

INITIAL DISCLOSURE STATEMENT

1. I acknowledge having received a copy of the Code of Conduct for dispute settlement under Chapter 31 (Dispute Settlement) of the Free Trade Agreement between the United Kingdom of Great Britain and Northern Ireland and New Zealand.
2. I acknowledge having read and understood the Code of Conduct.
3. I understand that I have a continuing obligation, while participating in the proceeding, to disclose interests, relationships, and matters that may bear on the integrity or impartiality of the dispute settlement process. As a part of this continuing obligation, I am making the following initial disclosures:
 - (a) My financial interest in the proceeding for which I am under consideration or in its outcome is as follows:
 - (b) My financial interest in any administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding is as follows:
 - (c) The financial interest that any employer, business partner, business associate, or family member of mine may have in the proceeding or in its outcome are as follows:
 - (d) The financial interest that any employer, business partner, business associate, or family member of mine may have in any administrative proceeding, domestic judicial proceeding, or international dispute settlement proceeding that involves issues that may be decided in the proceeding are as follows:
 - (e) My past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, are as follows:
 - (f) The past or existing financial, business, professional, family, and social relationships with any interested parties in the proceeding, or their counsel, involving any employer, business partner, business associate, or family member of mine are as follows:
 - (g) My public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters is as follows:

- (h) My other interests, relationships, and matters that may bear on the integrity or impartiality of the dispute settlement process and that are not disclosed in subparagraphs (a) to (g) are as follows:

Signed on this _____ day of _____, 20__.

By:

Signature _____

Name _____