

CHAPTER 30 DISPUTE SETTLEMENT

Article 30.1 Definitions

For the purposes of this Chapter:

“cases of urgency” means those cases which concern goods that rapidly lose their quality, current condition, or commercial value in a short period of time;

“Code of Conduct” means the code of conduct referred to in Article 30.13 (Rules of Procedure and Code of Conduct) and annexed to the Rules of Procedure;

“complaining Party” means the Party that requests the consultations under Article 30.7 (Consultations);

“panel” means a panel established under Article 30.8 (Request for Establishment of a Panel) or reconvened under Articles 30.15 (Compliance Review), 30.16 (Temporary Remedies for Non-Compliance), or 30.17 (Compliance Review after the Adoption of Temporary Remedies);

“responding Party” means the Party to which a request for consultations is made under Article 30.7 (Consultations); and

“Rules of Procedure” means the rules of procedure referred to in Article 30.13 (Rules of Procedure and Code of Conduct) and established in accordance with Article 29.2.1(e) (Functions of the Joint Committee – Administrative and Institutional Provisions).

Article 30.2 Objective

The objective of this Chapter is to provide an effective, efficient, and transparent process for the avoidance and settlement of any disputes arising between the Parties under this Agreement.

Article 30.3 Cooperation

The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually agreed solution with respect to any matter that might affect its operation or application.

Article 30.4
Scope

1. Unless otherwise provided in this Agreement, the dispute settlement provisions of this Chapter apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of this Agreement when a Party considers that:
 - (a) an actual or proposed measure of the other Party is or would be inconsistent with its obligations under this Agreement; or
 - (b) the other Party has otherwise failed to carry out its obligations under this Agreement.
2. This Chapter applies subject to such special and additional provisions on dispute settlement contained in other Chapters of this Agreement.
3. Subject to Article 30.5 (Choice of Forum), this Chapter shall be without prejudice to the rights of a Party to have recourse to dispute settlement procedures available under any other international agreement to which the Parties are party, including the WTO Agreement.

Article 30.5
Choice of Forum

1. If a dispute arises regarding a right or obligation under this Agreement and a substantially equivalent right or obligation under another international agreement to which the Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute. The forum selected shall be used to the exclusion of other fora¹, unless that forum fails to make findings on the merits of the claim for jurisdictional or procedural reasons.
2. For the purposes of this Article, the complaining Party shall be deemed to have selected the forum in which to settle the dispute when it has requested the establishment of a panel pursuant to paragraph 1 of Article 30.8 (Request for Establishment of a Panel) or requested the establishment of, or referred a matter to, a dispute settlement panel under another international agreement. Where panel procedures are not provided for under another international agreement, the complaining Party shall be deemed to have selected the forum when it commences a dispute under the dispute settlement procedures in the relevant international agreement.

¹ For greater certainty, the exclusion of other fora includes the exclusion of consultations in those fora.

Article 30.6
Good Offices, Conciliation, and Mediation

1. The Parties may at any time agree to voluntarily undertake an alternative method of dispute resolution, such as good offices, conciliation, or mediation.
2. Procedures undertaken pursuant to paragraph 1 and, in particular, positions taken by the Parties during these procedures shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.
3. A Party may suspend or terminate the procedures undertaken pursuant to paragraph 1 at any time.
4. If the Parties agree, procedures undertaken pursuant to paragraph 1 may continue while the dispute proceeds for resolution before a panel.

Article 30.7
Consultations

1. A Party may request consultations with the other Party with respect to any matter described in Article 30.4 (Scope). The Party making the request for consultations shall do so in writing, and shall set out the reasons for the request, including identification of the actual or proposed measure² or other matter at issue and an indication of the legal basis for the complaint.
2. The responding Party shall reply in writing to the request no later than 10 days after receipt of the request and enter into consultations in good faith.
3. Unless the Parties agree otherwise, they shall enter into consultations no later than 30 days after receipt of the request.
4. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the capital of the responding Party, unless the Parties agree otherwise.
5. The Parties shall make every attempt to reach a mutually agreed solution through consultations under this Article. To this end, each Party shall:
 - (a) provide sufficient factual information to enable a full examination of how the matter subject to consultations might affect the operation or application of this Agreement;

² The Parties shall, in the case of a proposed measure, make every effort to make the request for consultation under this provision within 60 days of publication of the proposed measure, without prejudice to the right to make such request at any time.

- (b) treat as confidential any information or material exchanged in the course of the consultations that is designated as confidential by the Party providing the information or material; and
 - (c) endeavour to ensure the participation of personnel of their competent governmental authorities or other regulatory bodies who have responsibility for or expertise in the matter subject to the consultations.
6. In consultations under this Article, a Party may request that the other Party make available personnel of its government agencies or other regulatory bodies who have expertise in the matter at issue.
7. Consultations and, in particular, positions taken by the Parties during consultations shall be confidential and without prejudice to the rights of a Party in any further or other proceedings.

Article 30.8
Request for Establishment of a Panel

1. The complaining Party may request the establishment of a panel if:
- (a) the other Party does not reply to a request for, or enter into, consultations within the time period specified in paragraph 3 of Article 30.7 (Consultations);
 - (b) the Parties agree not to enter into consultations; or
 - (c) the Parties fail to resolve the matter through consultations within 60 days of receipt of the request for consultations under paragraph 1 of Article 30.7 (Consultations).
2. The request for establishment of a panel shall be made in writing to the responding Party. In the request the complaining Party shall set out the reasons for the request, including identification of the specific measure or other matter at issue and the legal basis for the complaint, including the provisions of this Agreement alleged to have been breached and to be addressed by the panel, sufficient to present the problem clearly.
3. A panel shall not be established to review a proposed measure.

Article 30.9
Establishment and Reconvening of Panels

1. Where a Party makes a request for the establishment of a panel pursuant to paragraph 1 of Article 30.8 (Request for Establishment of a Panel), a panel shall be established in accordance with this Article.
2. Unless the Parties agree otherwise, a panel shall consist of three panellists. All nominations and appointments of panellists under this Article shall conform fully with the requirements in Article 30.10 (Qualifications of Panellists).
3. Within five days of receipt by the responding Party of a request under Article 30.8 (Request for Establishment of a Panel), the Parties shall enter into consultations with a view to reaching agreement on the composition of the panel, taking into account the factual, technical, and legal circumstances of the dispute.
4. If the Parties are unable to reach agreement on the composition of the panel within 10 days of receipt of the request referred to in paragraph 3, a Party may, at any time thereafter, notify the other Party that it wishes to use the procedures set forth in paragraphs 5 through 7. If such a notification is made, the panel shall be composed in accordance with paragraphs 5 through 7.
5. Each Party shall appoint one panellist within 20 days of receipt of the notification referred to in paragraph 4. For greater certainty, a national of a Party may be appointed. If the complaining Party fails to appoint its panellist, the dispute settlement proceedings shall lapse.
6. The Parties shall, within 35 days of receipt of the notification referred to in paragraph 4, agree on the appointment of the third panellist who shall serve as the chair of the panel. To assist in reaching this agreement, each Party shall provide to the other Party a list of up to three nominees for appointment as the chair of the panel.
7. If any of the three panellists have not been appointed within 35 days of the receipt of the notification referred to in paragraph 4, a Party may request the Director-General of the WTO to appoint the remaining panellists within a further period of 15 days. Any list of nominees which was provided under paragraph 6 shall also be provided to the Director-General of the WTO and may be used in making the required appointment. In the event that the Director-General of the WTO is a national of a Party, a Deputy Director-General of the WTO or the officer next in seniority who is not a national of a Party shall be requested to make the required appointment.
8. If the Director-General of the WTO notifies the Parties to the dispute that he or she is unavailable, or does not appoint the remaining panellists within 15 days of the request made pursuant to paragraph 7, a Party may request the

Secretary-General of the Permanent Court of Arbitration to appoint the remaining panellists within a further period of 15 days. Any list of nominees which was provided under paragraph 6 shall also be provided to the Secretary-General of the Permanent Court of Arbitration, and may be used in making the required appointments.

9. The date of establishment of the panel shall be the date on which the final panellist is appointed.
10. If a panellist appointed under this Article resigns or becomes unable to act, the panellist shall notify the Parties and a successor panellist shall be appointed in accordance with this Article and shall have all the powers and duties of the original panellist. The work of the panel, including any applicable time periods, shall be suspended until the successor panellist has been appointed.
11. If a panel is reconvened under Articles 30.15 (Compliance Review), 30.16 (Temporary Remedies for Non-Compliance), or 30.17 (Compliance Review after the Adoption of Temporary Remedies), the reconvened panel shall, if possible, have the same panellists as the original panel. If this is not possible, any successor panellist shall be appointed in accordance with this Article and shall have all the powers and duties of the original panellist.

Article 30.10 Qualifications of Panellists

1. All panellists appointed pursuant to Article 30.9 (Establishment and Reconvening of Panels) shall:
 - (a) have demonstrated expertise or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements;
 - (b) be chosen on the basis of objectivity, reliability, and sound judgement;
 - (c) be independent of, and not affiliated with or take instructions from, a Party;
 - (d) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute; and
 - (e) comply with the Code of Conduct.

2. An individual shall not serve as a panellist for a dispute in which that person has participated under Article 30.6 (Good Offices, Conciliation and Mediation).
3. Unless the Parties agree otherwise, the chair of the panel shall not:
 - (a) be a national of a Party;
 - (b) have his or her usual place of residence in the territory of a Party; or
 - (c) be employed by a Party.

Article 30.11 Functions of a Panel³

1. Unless the Parties agree otherwise, the panel shall perform its functions and conduct its proceedings in a manner consistent with this Agreement, the Rules of Procedure, and the Code of Conduct.

Panel Assessment

2. A panel shall make an objective assessment of the matter before it, including an objective assessment of:
 - (a) the facts of the case;
 - (b) the applicability of the provisions of this Agreement; and
 - (c) whether:
 - (i) a measure of the responding Party is inconsistent with its obligations under this Agreement; or
 - (ii) the responding Party has otherwise failed to carry out its obligations under this Agreement.

Terms of Reference

3. A panel shall have the following terms of reference unless the Parties agree otherwise within 20 days of the establishment of a panel:

“To examine, in the light of the relevant provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of a panel made pursuant to Article 30.8 (Request for

³ For greater certainty, paragraphs 2, 3, and 6 shall not apply to a panel reconvened under Article 30.15 (Compliance Review), Article 30.16 (Temporary Remedies for Non-Compliance), or Article 30.17 (Compliance Review after the Adoption of Temporary Remedies).

Establishment of a Panel), to make such findings as provided for in this Agreement, together with the reasons therefor, and to issue a written report in accordance with Article 30.11.6 (Functions of a Panel).”

4. The panel shall address the relevant provisions in the Agreement cited by the Parties.
5. The panel may rule on its own jurisdiction.

Panel Reports and Findings

6. The panel shall set out in its reports:
 - (a) a descriptive section summarising the submissions and arguments of the Parties;
 - (b) its findings on the facts of the case and the applicability of the provisions of this Agreement;
 - (c) its findings on whether:
 - (i) a measure of the responding Party is inconsistent with its obligations under this Agreement;
 - (ii) the responding Party has otherwise failed to carry out its obligations under this Agreement;
 - (d) any other findings jointly requested by the Parties; and
 - (e) its reasons for the findings in subparagraphs (b) through (d).
7. In its report, the panel may suggest ways in which the responding Party could implement the findings in the report.
8. The panel shall base its reports on the relevant provisions of this Agreement, the submissions and arguments of the Parties, and any information or advice put before it in accordance with the Rules of Procedure.
9. The findings of the panel cannot add to or diminish the rights and obligations provided in this Agreement.
10. A panel shall make its findings by consensus. If a panel is unable to reach consensus, it may make its findings by majority vote.
11. A panel shall interpret this Agreement in accordance with the customary rules of interpretation of public international law, including as reflected in the Vienna Convention on the Law of Treaties. The panel shall also consider

relevant interpretations in reports of WTO panels and the Appellate Body adopted by the WTO Dispute Settlement Body.

Article 30.12 **Reports of a Panel**

1. The reports of the panel shall be drafted without the presence of the Parties. The panellists shall assume full responsibility for the drafting of the reports. Opinions expressed in the reports of the panel by individual panellists shall be anonymous. The reports shall include any separate or dissenting opinions on matters not unanimously agreed.

Interim Report

2. The panel shall issue its interim report to the Parties within 150 days of establishment of the panel or, in cases of urgency, within 90 days of establishment of the panel. In exceptional cases, if the panel considers that it cannot release its interim report within this time period, it shall promptly inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its report. The panel shall not exceed an additional period of 30 days and in cases of urgency shall make every effort to not exceed 15 days.
3. A Party may submit to the panel written comments within 20 days of receipt of the interim report. After considering any written comments by the Parties on the interim report, the panel may modify its report and make any further examination it considers appropriate.

Final Report

4. The panel shall issue its final report to the Parties within 30 days, and in cases of urgency the panel shall make every effort to issue its final report within 15 days, of issuance of the interim report. The panel shall include a discussion in its final report of any comments made by the Parties on the interim report.
5. The final report of the panel shall be binding on the Parties.

Article 30.13 **Rules of Procedure and Code of Conduct**

1. The proceedings provided for in this Chapter shall be conducted in accordance with this Chapter, the Rules of Procedure, and the Code of Conduct, unless the Parties agree otherwise. On request of a Party, or on its own initiative, a panel may, after consulting the Parties, adopt additional rules

of procedure which do not conflict with this Chapter or the Rules of Procedure.

2. The Rules of Procedure, established in accordance with Article 29.2.1(e) (Functions of the Joint Committee – Administrative and Institutional Provisions), shall ensure that:
 - (a) there is at least one hearing before the panel at which each Party may present views orally;
 - (b) the hearing shall be held in the capital of the responding Party, and any additional hearings shall alternate between the capitals of the Parties, unless the Parties agree otherwise;
 - (c) subject to subparagraph (i), a hearing before the panel shall be open for the public to observe, unless the Parties agree otherwise;
 - (d) each Party has an opportunity to provide an initial written submission;
 - (e) the panel may at any time during the proceeding address questions in writing to a Party or the Parties;
 - (f) subject to subparagraph (i), the request for consultations, the request for establishment of a panel, written submissions, written versions of oral statements, any written responses to requests or questions from the panel, and the final report shall be released to the public;
 - (g) the panel shall have the authority to accept and consider submissions from interested persons and non-governmental entities, unless the Parties agree otherwise;
 - (h) subject to consultations with the Parties, the panel may seek information or technical advice from any expert that it deems appropriate; and
 - (i) confidential information is protected.

Article 30.14 **Compliance with the Final Report**

1. If the panel finds pursuant to subparagraph 6(c) of Article 30.11 (Functions of a Panel) that a measure of the responding Party is inconsistent with its obligations under this Agreement, or that the responding Party has failed to carry out its obligations under this Agreement, the responding Party shall

comply promptly with the final panel report issued pursuant to Article 30.12 (Reports of a Panel).

2. No later than 30 days in all cases, including cases of urgency, after the issuance of the final panel report, the responding Party shall notify the complaining Party:
 - (a) of its intentions with respect to implementation, including an indication of possible steps it may take to comply with the final panel report;
 - (b) whether implementation can take place immediately; and
 - (c) if it is impracticable for implementation to take place immediately, the reasonable period of time the responding Party considers it would need to comply.
3. If the responding Party makes a notification under subparagraph 2(c) that it is impracticable to comply immediately with the final panel report, it shall have a reasonable period of time to do so.
4. If a reasonable period of time is required, the Parties shall endeavour to agree on the length of the reasonable period of time. If the Parties are unable to agree on the reasonable period of time within 46 days of the date the final panel report is issued to the Parties, a Party may request in writing the chair of the panel to determine the length of the reasonable period of time. Such request shall be made no later than 120 days in all cases, including cases of urgency, after the issuance of the final panel report. The chair shall present the Parties with a decision in writing, together with reasons, no later than 46 days after the request.
5. As a guideline, the reasonable period of time, where determined by the chair of the panel, shall not exceed 15 months in all cases, including cases of urgency, from the date of issuance of the final panel report to the Parties. The length of the reasonable period of time may be extended at any time by mutual agreement of the Parties.
6. If the responding Party considers that it has complied with the final panel report, it shall, no later than the date of the expiry of the reasonable period of time, provide the complaining Party with a description of the steps that it has taken to comply with the final panel report.

Article 30.15 Compliance Review

1. If the Parties disagree on the existence or consistency with this Agreement of any steps taken to comply with the final panel report, a Party may request that the panel reconvene to decide the matter.
2. A request made pursuant to paragraph 1 may only be made after the earlier of either:
 - (a) the expiry of the reasonable period of time established in accordance with Article 30.14 (Compliance with the Final Report); or
 - (b) a notification by the responding Party, pursuant to paragraph 6 of Article 30.14 (Compliance with the Final Report), that it has complied with the final panel report.
3. The request referred to in paragraph 1 shall be made in writing and identify the issues with any steps taken to comply and the legal basis for the complaint, including the provisions of this Agreement alleged to have been breached and to be addressed by the panel, sufficient to present the problem clearly.
4. The panel shall make an objective assessment of the matter before it and shall set out in its compliance report:
 - (a) a descriptive section summarising the submissions and arguments of the Parties;
 - (b) its findings on the facts of the matter;
 - (c) its findings on the existence or consistency with this Agreement of any steps taken by the responding Party to comply with the final panel report; and
 - (d) its reasons for its findings.
5. The panel shall reconvene within 14 days of a request made pursuant to paragraph 1. The panel shall issue its final compliance report to the Parties no later than 120 days or, in cases of urgency, no later than 68 days after receipt of the request.
6. The panel shall issue its interim compliance report to the Parties within 74 days of receipt of the request under paragraph 1. In exceptional cases, if the panel considers that it cannot release its interim compliance report within this time period, it shall promptly inform the Parties in writing of the reasons for the delay together with an estimate of when it will issue its report. The panel

shall not exceed an additional period of 30 days and in cases of urgency shall make every effort to not exceed 15 days.

7. The panel shall issue its final compliance report within 16 days in all cases, including cases of urgency, of issuance of the interim compliance report. The panel shall accord adequate opportunity to the Parties to submit written comments on the interim compliance report. After considering any written comments by the Parties on the interim compliance report, the panel may modify its report and make any further examination it considers appropriate. The panel shall include a discussion in its final compliance report of any comments made by the Parties on the interim compliance report.

Article 30.16 Temporary Remedies for Non-Compliance

1. Compensation and the suspension of concessions or other obligations are temporary measures available in the event that the responding Party does not comply with the final panel report. However, neither compensation nor the suspension of concessions or other obligations is preferred to full compliance with the final panel report. Compensation is voluntary and, if granted, shall be consistent with this Agreement.
2. The responding Party shall, on request of the complaining Party, enter into negotiations with a view to agreeing on mutually acceptable compensation if:
 - (a) the responding Party fails to provide a notification in accordance with paragraph 2 of Article 30.14 (Compliance with the Final Report);
 - (b) the responding Party has notified the complaining Party that it does not intend to comply with the final panel report;
 - (c) the responding Party fails to notify, pursuant to paragraph 6 of Article 30.14 (Compliance with the Final Report), any steps taken to comply with the final panel report; or
 - (d) the panel finds, pursuant to Article 30.15 (Compliance Review), that the responding Party has failed to comply with the final panel report.
3. If one of the conditions in paragraph 2 is met and the complaining Party decides not to make a request pursuant to paragraph 2 or the Parties have been unable to agree on compensation within 30 days in all cases, including cases of urgency, of receipt of the request made under paragraph 2, the complaining Party may at any time thereafter notify the responding Party in writing that it intends to suspend the application to the responding Party of concessions or other obligations under this Agreement.

4. A notification made under paragraph 3 shall specify:
 - (a) the level of concessions or other obligations that the complaining Party proposes to suspend;
 - (b) the relevant sector(s) to which the concessions or other obligations relate; and
 - (c) where subparagraph 5(b) applies, the reasons on which the complaining Party's decision to suspend concessions or other obligations in a different sector is based.
5. Subject to paragraph 4 of Article 9.23 (Dispute Settlement – Financial Services), in considering what concessions or other obligations to suspend under paragraph 3, the complaining Party shall apply the following principles:
 - (a) the general principle is that the complaining Party should first seek to suspend concessions or other obligations in the same sector(s) as that in which the panel has found an inconsistency with this Agreement; and
 - (b) if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s) as that in which the panel has found an inconsistency with this Agreement, the complaining Party may suspend concessions or other obligations in other sectors that are subject to dispute settlement in accordance with Article 30.4 (Scope).
6. The level of suspension of concessions or other obligations shall not exceed a level equivalent to the level of nullification or impairment.
7. The complaining Party shall have the right to implement the suspension of concessions or other obligations 30 days after the date of receipt of the complaining Party's notification by the responding Party.
8. The right to suspend concessions or other obligations arising under paragraph 3 shall not be exercised if:
 - (a) a review is being undertaken pursuant to paragraphs 9 and 10; or
 - (b) the Parties have decided, pursuant to a mutually agreed solution reached in accordance with Article 30.20 (Mutually Agreed Solution), that the complaining Party shall not exercise its right to suspend concessions or other obligations pursuant to paragraph 3.

9. If the responding Party:
- (a) objects to the proposed level of suspension of concessions or other obligations on the basis that it exceeds a level equivalent to the level of nullification or impairment;
 - (b) considers that it has complied with the terms and conditions of any compensation agreed pursuant to paragraph 2; or
 - (c) claims that the complaining Party has failed to follow the principles set out in paragraph 5,

it may request in writing, no later than 30 days after receipt of the notification referred to in paragraph 3, the panel to reconvene to make findings on the matter.

10. If a panel is requested to reconvene pursuant to paragraph 9, it shall reconvene within 15 days of receipt of the request. The panel shall present its decision to the Parties no later than 90 days after the receipt of the request. In exceptional cases, if the panel considers that it cannot present its decision within this time period it shall inform the Parties in writing of the reasons for the delay together with an estimate of when it will present its decision. The panel shall not exceed an additional period of 30 days and in cases of urgency shall make every effort to not exceed 15 days.
11. Concessions or other obligations shall not be suspended until the panel has presented its decision. Any suspension of concessions or other obligations shall be consistent with the panel's decision.

Article 30.17

Compliance Review after the Adoption of Temporary Remedies

1. Compensation and the suspension of concessions or other obligations shall be temporary and shall only be applied until such time as the responding Party has complied with the final panel report or the Parties have reached a mutually agreed solution.
2. If the right to suspend concessions or other obligations has been exercised pursuant to paragraph 7 of Article 30.16 (Temporary Remedies for Non-Compliance), or mutually acceptable compensation has been agreed pursuant to paragraph 2 of Article 30.16 (Temporary Remedies for Non-Compliance), and the responding Party considers that it has complied with the final panel report, the responding Party shall notify the complaining Party of the steps it has taken to comply.
3. Subject to paragraph 4, the complaining Party shall terminate the suspension of concessions or other obligations within 30 days of receipt of the

notification in paragraph 2. In cases where compensation has been applied, and subject to paragraph 4, the responding Party may terminate the application of such compensation within 30 days of the complaining Party's receipt of the notification in paragraph 2.

4. If the Parties disagree on the existence or consistency with this Agreement of any steps notified in accordance with paragraph 2, no later than 30 days after the date of the complaining Party's receipt of the notification, a Party may request in writing the panel to reconvene to examine the matter.⁴
5. Paragraphs 4 through 7 of Article 30.15 (Compliance Review) apply if the panel reconvenes pursuant to paragraph 4.
6. If the panel decides that the steps notified in accordance with paragraph 2 achieve compliance with the final panel report, the suspension of concessions or other obligations or the application of the compensation, shall be terminated no later than 30 days after the date of the decision.
7. If the panel decides that the steps notified in accordance with paragraph 2 do not achieve compliance with the final panel report, the suspension of concessions or other obligations, or the application of the compensation, may continue. Where relevant, the level of suspension of concessions or other obligations or of the compensation, shall be adapted in light of the decision of the panel.

Article 30.18 Suspension or Termination of Proceedings

1. On the request of the Parties, the panel shall suspend its work at any time for a period agreed by the Parties not to exceed 12 consecutive months.
2. The panel shall resume its work at any time on the request of the Parties or at the end of the agreed suspension period on the request of a Party. The request shall be made in writing and notified to the panel, as well as to the other Party, where applicable.
3. In the event of a suspension, the timeframes set out in this Chapter and in the Rules of Procedure shall be extended by the amount of time that the panel's work was suspended.
4. If the work of the panel is suspended for more than 12 consecutive months, the panel proceedings shall lapse, unless the Parties agree otherwise.
5. The panel shall terminate its proceedings if the Parties request it to do so.

⁴ Where a panel is reconvened pursuant to this paragraph, it may also, on request of a Party, assess whether the level of any existing suspension of concessions or other obligations by the complaining Party is still appropriate and, if not, assess an appropriate level.

Article 30.19
Time Periods and Cases of Urgency

1. Any time period referred to in this Chapter, the Rules of Procedure, or the Code of Conduct may be modified for a dispute by agreement of the Parties.
2. The panel may at any time propose to the Parties to modify any time period, stating the reasons for the proposal.
3. In cases of urgency, the applicable time periods in this Chapter shall not exceed half the time prescribed therein, except:
 - (a) for the time periods specified in Article 30.9 (Establishment and Reconvening of Panels), Article 30.17 (Compliance Review after the Adoption of Temporary Remedies), and Article 30.18 (Suspension or Termination of Proceedings);
 - (b) where expressed otherwise in this Chapter; or
 - (c) where the Parties agree otherwise.
4. On the request of a Party, the panel shall decide, within 15 days of the request, whether a dispute concerns a case of urgency.

Article 30.20
Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 30.4 (Scope).
2. If a mutually agreed solution is reached during panel proceedings, the Parties shall jointly notify the agreed solution to the panel.

Article 30.21
Administration of the Dispute Settlement Procedure

1. The Parties may agree to jointly entrust an external body with providing support for certain administrative tasks for the dispute settlement procedure under this Chapter.
2. The expenses of the external body shall be borne by the Parties in equal share, unless the Parties agree otherwise.

Article 30.22
Contact Point

1. Each Party shall designate a contact point for this Chapter and shall notify the other Party of the contact details of that contact point within 30 days of entry into force of this Agreement. Each Party shall promptly notify the other Party of any change to those contact details.
2. Any request, notification, written submission, or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.