**CHAPTER 25**

 **DISPUTE SETTLEMENT**

**Article 25.1**

**Definitions**

For the purposes of this Article:

**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, including perishable goods;

**Code of Conduct** means the code of conduct referred to in Article 25.12 (Functions of the Panel) set out in Annex 25B (Code of Conduct for Panellists and Others Engaged In Dispute Settlement Proceedings under this Agreement);

**complaining Party** means the Party that requests the consultations under Article 25.6 (Consultations);

**confidential** **information** means information which is treated and designated as confidential by a Party;

**DSU** means the Understanding on Rules and Procedures Governing the Settlement of Disputes in Annex 2 to the WTO Agreement;

**panel** means a panel established under Article 25.8 (Request for Establishment of a Panel);

**responding Party** means the Party to which a request for consultations is made under Article 25.6 (Consultations); and

**Rules of Procedure** means the rules of procedure referred to in Article 25.12 (Functions of the Panel) and set out in Annex 25A (Rules of Procedure for the Panel).

## Article 25.2Objective

The objective of this Chapter is to establish an effective and efficient mechanism for the avoidance and settlement of any disputes between the Parties.

**Article 25.3
Cooperation**

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

**Article 25.4
Scope of Application**

1. Unless otherwise provided in this Agreement, the dispute settlement provisions of this Chapter shall 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) a measure of the other Party is inconsistent with its obligations under this Agreement; or

(b) the other Party has otherwise failed to carry out its obligations under this Agreement.

2. This Chapter shall not cover non-violation complaints and other situation complaints.

3. This Chapter applies subject to special and additional provisions on dispute settlement contained in other Chapters of this Agreement.

**Article 25.5
Contact Points**

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written submission, or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

**Article 25.6
Consultations**

1. A Party may request consultations with the other Party with respect to any matter described in Article 25.4 (Scope of Application). The Party making a request for consultations shall do so by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable.

2. The responding Party shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall be held within 30 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 30 days of the date of receipt of the request, unless the Parties agree otherwise.

3. Consultations on cases of urgency shall be held within 15 days of the date of receipt of the request. The consultations shall be deemed to be concluded within those 15 days unless the Parties agree otherwise.

4. The Parties shall make every effort to attempt to reach a mutually agreed solution through consultations. 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; and

(b) treat as confidential any information exchanged in the course of the consultations that is designated as confidential by the Party providing the information or material.

5. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential and without prejudice to the rights of either Party in any further proceedings.

6. Consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties agree otherwise, consultations, if held in person, shall take place in the territory of the Party to which the request is made.

**Article 25.7
Good Offices, Conciliation or Mediation**

1. The Parties may, at any time, agree to enter into procedures for, good offices, conciliation or mediation, or any other alternative method of dispute resolution. They may begin at any time, and be suspended or terminated by either Party at any time.

2. Procedures undertaken pursuant to paragraph 1, and in particular positions taken by the Parties during these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings before a forum selected by the Parties.

3. If the Parties agree, procedures referred to in paragraph 1 may continue while the matter is being examined by a panel established or reconvened under this Chapter.

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**Article 25.8
Request for Establishment of a Panel**

1. The complaining Party may request the establishment of a panel if:

(a) the responding Party does not reply to the request for consultations within the time frames specified in Article 25.6 (Consultations); or

(b) the consultations referred to in Article 25.6 (Consultations) are not held or the Parties fail to settle a dispute within 60 days, or 20 days in cases of urgency, after the date of the receipt of the request for consultations by the responding Party.

2. The request for the establishment of a panel shall be made in writing to the responding Party. In the request, the complaining Party shall identify the measure or other matter at issue and indicate the factual and legal basis of the complaint, including specifying the relevant provisions of the Agreement alleged to have been breached in a manner sufficient to present the problem clearly.

3. When a request is made by the complaining Party in accordance with paragraph 1, a panel shall be established in accordance with Article 25.9 (Composition of a Panel).

**Article 25.9
Composition of a Panel**

1. Within five days of receipt by the responding Party of a request under Article 25.8 (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.

2. 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 1, the panel shall be composed in accordance with paragraphs 3 through 10.

3. Unless the Parties agree otherwise, a panel shall consist of three panellists.

4. Each Party shall appoint one panellist, who may be a citizen of a Party, within 20 days of the date of the written notification requesting the establishment of a panel.

5. Within 40 days of the date of the written notification requesting the establishment of a panel, the Parties shall 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.

6. If either Party fails to appoint a panellist within the period established in paragraph 4, the other Party, within a period of 20 days, may request the Director-General of the WTO to appoint the unappointed panellist within 20 days of that request.

7. If the Director-General of the WTO notifies the Parties to the dispute that they are unavailable or does not appoint the unappointed panellist within 20 days of the date of the request made pursuant to paragraph 6, any Party to the dispute may request the Secretary-General of the Permanent Court of Arbitration to appoint the unappointed panellist within 20 days of that request.

 8. If the Parties do not agree on the chair of the panel within the time period established in paragraph 5, the chair shall be appointed by draw of lot from the lists exchanged in accordance with paragraph 5 within 10 days.

9. The date of establishment of the panel shall be the date on which the last of the three selected panellists has notified the acceptance of their appointment to the Parties.

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 Article 25.21 (Compliance Review), Article 25.22 (Temporary Remedies in the Event of Non-Compliance), or Article 25.23 (Review of Measures Taken to Comply 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 25.10
Decision on Urgency**

If a Party requests, the panel shall determine whether the dispute concerns a case of urgency and shall make best endeavours to determine the matter within a reasonable period of time.

**Article 25.11
Requirements for Panellists**

1. All panellists, including the chair appointed pursuant to Article 25.9 (Composition of a Panel), 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 independent of, and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct; and

(e) be chosen strictly on the basis of objectivity, reliability, and sound judgment.

2. Unless the Parties agree otherwise, the chair of the panel shall not:

(a) be a citizen of a Party;

(b) have their usual place of residence in the territory of a Party; or

(c) be employed by a Party.

3. An individual shall not serve as a panellist for a dispute in which that person has participated under Article 25.7 (Good Offices, Conciliation or Mediation) in relation to the same matter.

**Article 25.12
Functions of the Panel**

1. Unless the Parties otherwise agree, 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.

2. Unless the Parties otherwise agree, the 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 relevant provisions of this Agreement; and

 (c) whether:

(i) a measure of the responding Party is inconsistent with its obligations under the Agreement; or

(ii) the responding Party has otherwise failed to carry out its obligations under this Agreement.

3. The panel may make recommendations, if any, on the means to resolve the dispute in accordance with Article 25.13 (Terms of Reference).

**Article 25.13
Terms of Reference**

1. Unless the Parties otherwise agree, within 15 days after the date of establishment of the panel, the terms of reference of the panel shall be:

“to examine, in the light of the relevant provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel made pursuant to Article 25.8 (Request for Establishment of a Panel), to make such findings on the conformity of the measure at issue with the relevant provisions of this Agreement, together with the reasons, as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 25.17 (Interim Report) and 25.18 (Final Report).”

2. If the Parties agree on terms of reference other than those referred to in paragraph 1 within the timeline specified therein, they shall notify the agreed terms of reference to the panel no later than 5 days after their agreement.

**Article 25.14
Rules of Interpretation**

1. The panel shall interpret this Agreement in accordance with customary rules of interpretation of public international law.

2. When appropriate, the panel is required to also take into account relevant interpretations in reports of panels established under this Agreement and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

3. The findings of the panel cannot add to or diminish the rights and obligations of the Parties provided under this Agreement.

**Article 25.15
Procedures of the Panel**

1. There shall be no *ex parte* communications with the panel concerning matters under its consideration.

2. The deliberations of the panel and the confidential information submitted to it shall be kept confidential.

3. Neither Party shall be precluded from disclosing its own information or from making statements of its own position available to the public.

4. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

5. The panel shall consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually agreed solution.

6. The panel shall make its findings and decisions by consensus. If the panel is unable to reach consensus, it may make its findings by majority vote. A panellist may furnish separate opinions, including dissenting opinions, on matters not unanimously agreed. Opinions expressed by an individual panellist in a report shall be anonymous.

**Article 25.16
Receipt of Information**

1. On request of a Party, or on its own initiative, the panel may seek from the Parties relevant information the panel considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. Upon the request of a Party or on its own initiative, the panel may seek from any source any information it considers appropriate.

3. On request of a Party, or on its own initiative, the panel may seek technical advice or expert opinion from any individual or body that it deems appropriate and subject to any terms and conditions as the Parties agree. If the Parties agree that the Panel should not seek information or technical advice, the panel shall resume without the information or technical advice.

4. Any information, advice or opinion obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

**Article 25.17
Interim Report**

1. The panel shall deliver an interim report to the Parties within 120 days after the date of establishment of the panel. If the panel considers that this deadline cannot be met, the chair of the panel shall promptly notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. The panel shall not exceed an additional period of 30 days after the deadline. The interim report shall not be made public.

2. The panel shall set out in the interim report:

(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; or

(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 2(b) through 2(d).

3. Each Party may submit to the panel written comments and a written request to review specific aspects of the interim report within 20 days of the date of issuance of the interim report. A Party may comment on the other Party’s comments within six days of the delivery of the comments.

4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

**Article 25.18
Final Report**

1. The panel shall deliver its final report to the Parties within 60 days of issuance of the interim report. In exceptional cases, if the panel considers that this deadline cannot be met, the chair of the panel shall promptly notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. The Panel shall not exceed an additional period of 30 days after the deadline.

2. The panel shall specify the reasons for any modifications to its interim report in the final report, including a discussion of written comments. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. A Party may, 15 days after the date of issue of the final report, or any time thereafter, make the report publicly available, subject to the protection of any confidential information.

4. The final report of the panel shall be binding on the Parties.

**Article 25.19
Compliance with the Final Report**

1. If the panel finds pursuant to paragraph 2(c) of Article 25.12 (Functions of a Panel) that a measure of the responding Party is inconsistent with is obligations under the Agreement, or that the responding Party has failed to carry out its obligations under the Agreement, the responding Party shall comply promptly with the final panel report issued pursuant to Article 25.18 (Final Report).

2. If the Responding Party makes a notification under paragraph 3(c) that it is impracticable to comply immediately with the final report, it shall have a reasonable period of time to do so.

3. No later than 30 days in all cases, including cases of urgency, after the issuance of the final report pursuant to Article 25.18 (Final 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 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.

**Article 25.20
Reasonable Period of Time for Compliance**

1. If the responding Party makes a notification that a reasonable period of time is required pursuant to paragraph 3(c) of Article 25.19 (Compliance with the Final Report), it shall, if possible, be mutually agreed by the Parties. If the Parties are unable to agree on the length of the reasonable period of time, either Party may, no later than 20 days after the date of receipt of the notification made by the responding Party in accordance with paragraph 3 of Article 25.19 (Compliance with the Final Report) request the panel, in writing, to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other Party. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The panel shall deliver its decision, including its reasons for the decision, to the Parties within 45 days from the relevant request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties. As a guideline, the reasonable period of time, if determined by the panel, should not exceed 15 months from the date of the issuance of the panel’s final report to the Parties. However, such reasonable period of time may be shorter or longer, depending upon the particular circumstances.

4. If the responding Party considers that it has complied with the final 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 25.21
Compliance Review**

1. The responding Party shall deliver a written notification of its progress in complying with the final report to the complaining Party at least 30 days before the expiry of the reasonable period of time for compliance with the final report, unless the Parties otherwise agree.

2. If the Parties disagree on the existence of measures to comply with the final report, or their consistency with this Agreement, a Party may request, in writing, for the panel to decide the matter.

3. A request made pursuant to paragraph 2 may only be made after the earlier of either:

(a) the expiry of the reasonable period of time established in accordance with Article 25.20 (Reasonable Period of Time for Compliance); or

(b) a notification by the responding Party, pursuant to paragraph 4 of Article 25.20 (Reasonable Period of Time for Compliance), that it has complied with the final report.

4. The request referred to in paragraph 2 shall provide the factual and legal basis for the complaint, sufficient to present the problem clearly, including the specific provisions of this Agreement at issue.

5. If a request is made in accordance with paragraphs 1 to 3, the panel shall meet within 30 days.

6. The panel shall make an objective assessment of the matter before it, including an objective assessment of:

(a) the factual aspects of any implementation action taken by the Responding Party; and

(b) whether the Responding Party has complied with paragraph 1 of Article 25.19 (Compliance with the Final Report).

7. The panel shall set out in its compliance report:

(a) a descriptive section summarising the arguments of the Parties;

(b) its findings on the factual aspects of the case;

(c) its findings on whether the responding Party has complied with the obligation in paragraph 1 of Article 25.19 (Compliance with the Final Report); and

(d) the reasons for its findings.

8. The panel reconvened pursuant to paragraph 5 shall, if possible, provide its interim report to the Parties within 60 days of the date it reconvenes, and its final report 15 days thereafter. If the panel considers it cannot provide either report within these time periods, 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.

9. 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 compliance 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 25.22
Temporary Remedies in the Event of 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 findings of the panel, and shall only be applied until the inconsistency of the measure with the relevant provisions has been removed or a mutually agreed solution pursuant to Article 25.27 (Mutually Agreed Solution) is reached. However, neither compensation nor the suspension of concessions or other obligations is preferred to full compliance with the findings of the panel. Compensation is voluntary and, if granted, shall be consistent with this Agreement.

2. The responding Party shall, if requested by the complaining Party, enter into negotiations with a view to agreeing mutually acceptable compensation if:

(a) the responding Party has notified the complaining Party that it will not comply with the final report; or

(b) the panel finds, pursuant to Article 25.21 (Compliance Review), that the responding Party has failed to comply with the final panel report.

3. If the Parties fail to reach a mutually acceptable agreement on compensation within 30 days after the date of receipt of the request made in accordance with paragraph 2, or the Parties have agreed on compensation but the complaining Party considers that the responding Party has failed to observe the terms of the mutually acceptable agreement on compensation, the complaining Party may deliver a written notification to the responding Party that it intends to suspend the application 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; and

(b) the relevant sectors to which the concessions or other obligations relate.

5. The complaining Party shall have the right to implement the suspension of concessions or other obligations referred to in paragraph 3 20 days after the date of receipt of the notification by the responding Party, unless the responding Party made a request under paragraph 9

6. The suspension of concessions or other obligations shall not exceed a level equivalent to the nullification or impairment, and shall be restricted to benefits accruing to the respondent Party under this Agreement.

7. In considering what concessions or other obligations to suspend in accordance with paragraph 3, the complaining Party shall apply the following principles:

(a) the complaining Party should first seek to suspend the concessions or other obligations in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement; and

(b) the complaining Party may suspend concessions or other obligations in other sectors, if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sectors.

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 25.27 (Mutually Agreed Solution), that the complaining Party shall not exercise its right to suspend concessions or other obligations pursuant to paragraph 3.

9. No later than 30 days after receipt of the notification referred to in paragraph 3, the responding Party may request in writing that the panel reconvene to make findings on the matter 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.

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 findings to the Parties no later than 90 days after the receipt of the request. If the panel considers that it cannot present its findings 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 findings. 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 findings. Any suspension of concessions or other obligations shall be consistent with the panel’s findings.

**Article 25.23
Review of Measures Taken to Comply After the Adoption of Temporary Remedies**

1. The responding Party shall notify the complaining Party, in writing, of the measures it has taken to comply with the final report. Upon such notification:

(a) in a situation where the right to suspend concessions or other obligations has been exercised by the complaining Party in accordance with Article 25.22 (Temporary Remedies in the Event of Non-Compliance), the complaining Party shall terminate the suspension of concessions or other obligations no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the respondent Party shall terminate the application of such compensation no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2.

2. If the Parties do not agree on whether the measure notified in accordance with paragraph 1 is consistent with the relevant provisions, no later than 30 days after the date of receipt of the notification by the complaining Party, either Party may request, in writing, that the panel meet to examine the matter.[[1]](#footnote-2) That request shall be notified simultaneously to the other Party.

3. If the panel finds that the measures notified in accordance with paragraph 1 are consistent with the relevant provisions, the complaining Party shall, no later than 15 days after the date of the decision, terminate the suspension of concessions or other obligations, or the application of the compensation, as the case may be.

4. If the panel finds that the measures notified in accordance with paragraph 1 only achieve partial compliance with the relevant provisions, the complaining Party shall adapt the level of suspension of concessions or other obligations, or of the compensation, in light of the findings of the panel.

5. Paragraphs 6 to 9 of Article 25.21 (Compliance Review) apply if the panel reconvenes pursuant to paragraph 2.

**Article 25.24
Suspension and Termination of Proceedings**

1. On request of the Parties in writing, the panel shall suspend its work for a period agreed by the Parties not exceeding 12 consecutive months from such request.

2. In the event of a suspension of the work of the panel, the relevant time periods under this Chapter shall be extended by the same period of time for which the work of the panel was suspended.

3. The panel shall resume its work before the end of the suspension period at the written request of either Party.

4. If the work of the panel has been suspended for more than 12 consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated unless the Parties otherwise agree.

**Article 25.25
Choice of Forum**

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which the Parties are party.

2. If a dispute with regard to any matter arises under this Agreement and under another international trade agreement to which the Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to address that matter.

3. Once the complaining Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international trade agreement with respect to the particular matter referred to in paragraph 2, the selected forum shall be used to the exclusion of other for a unless the forum selected first fails to make findings on the issues in dispute for jurisdictional or procedural reasons.

4. For the purpose of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 25.8 (Request for Establishment of a Panel);

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other international trade agreement are deemed to be initiated in accordance with the relevant provisions of that agreement.

**Article 25.26
Expenses**

1. Unless the Parties otherwise agree, each Party shall bear the costs of its appointed panellist, and its own expenses and legal costs.

2. Unless the Parties otherwise agree, the costs of the chair of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by both Parties.

**Article 25.27
Mutually Agreed Solution**

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 25.4 (Scope of Application).

2. If a mutually agreed solution is reached during the panel proceedings, the Parties shall jointly notify the mutually agreed solution to the panel. Upon such notification, the proceedings of the panel shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

**Article 25.28
Time Periods**

1. All time periods referred to in this Chapter shall be counted in calendar days from the day following the act or fact to which they refer, unless otherwise specified in this Chapter.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

1. For greater certainty, where a panel meets 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. [↑](#footnote-ref-2)