Disclaimer: *In view of the European Commission's transparency policy, the Commission is publishing the texts of the EU-India FTA further to the conclusion of negotiations on 27 January 2026. These texts are published for information purposes only and may undergo further modifications, including as a result of the process of legal revision. These texts are without prejudice to the outcome of the Agreement between the EU and India. The texts will be final upon signing. The Agreement will become binding on the Parties under international law only after completion by each Party of its internal legal procedures necessary for the entry into force of the Agreement.*

CHAPTER 17

DISPUTE SETTLEMENT

ARTICLE 17.1

Objective

The objective of this Chapter is to provide an effective and efficient mechanism for the avoidance or prompt settlement of any dispute arising between the Parties concerning the interpretation and application of this Agreement, with a view to reaching, where possible, a mutually agreed solution.

ARTICLE 17.2

Scope

1. This Chapter applies to any dispute between the Parties concerning:

(a) the interpretation and application of the covered provisions of this Agreement, when a party considers that a measure[1] of the other Party is inconsistent with the covered provisions of this Agreement; or

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[1]. For greater certainty, "measure" includes omissions of a Party to fulfil its obligations under this Agreement.

(b) concerning an allegation by a Party that a measure applied by the other Party nullifies or materially impairs any benefit accruing to it under the covered provisions in a manner adversely affecting trade between the Parties, whether or not such measure conflicts with the provisions of this Agreement.

2. The covered provisions shall include all provisions of this Agreement with the exception of:

(a) Section A [Initial provisions], Section B [Anti-dumping and countervailing measures] and Section C [Global safeguard measures] of Chapter 7 [Trade remedies];

(b) Article 8.X (Transparency of measures in the schedule of specific commitments) and Article 8.17 (Subsidies) of Chapter 8 [Trade in services];

(c) Chapter 10 [Intellectual Property] for the purposes of point (b) of paragraph 1;

(d) Chapter 11 [Anticompetitive conduct, merger control and subsidies];

(e) Chapter 12 [Small and medium-sized enterprises];

(f) Chapter 13 [Transparency];

(g) Chapter 14 [Good regulatory practices and regulatory cooperation];

(h) Chapter 15 [Sustainable food systems]; and

(i) Chapter 16 [Trade and sustainable development].

3. This Chapter applies subject to Article 5.12 (Technical consultations – SPS) and Article 6.10 (Technical discussions – TBT).

ARTICLE 17.3

Definitions

For the purposes of this Chapter and the Annexes referred to in Article 31 [Annexes]:

(a) "ADR provider" means a provider of alternative dispute resolution (ADR) services, such as good offices, conciliation or mediation, who provides their services pursuant to Article 4 (Alternative dispute resolution);

(b) "Complaining Party" means the Party that requests consultations pursuant to Article 5 (Consultations);

(c) "Panellist" means a member of a panel;

(d) "Party complained against" means the Party to which a request for consultations is made pursuant to Article 5 (Consultations); and

(e) "Perishable goods" means goods that rapidly decay due to their natural characteristics, in particular in the absence of appropriate storage conditions.

ARTICLE 17.4

Alternative dispute resolution

1. Notwithstanding Article 17.2(1), the Parties may at any time agree to undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation, with a view to facilitating the finding of a mutually agreed solution to a dispute regarding any measure alleged to adversely affect trade between the Parties.

2. Upon the initiation of an alternative method of dispute resolution, the Parties shall agree on the selection, tasks and powers of the alternative dispute resolution provider and on the rules governing the alternative dispute resolution procedure, including in respect of time periods, termination and costs.

3. If the Parties consider to initiate mediation, they may use the model mediation procedure set out in Annex 17-C [Model Mediation Procedures], with any agreed amendments, or any other mediation rules that may be mutually agreed.

4. Unless the Parties agree otherwise:

(a) procedures undertaken pursuant to paragraph 1, and in particular, positions taken by the Parties during these procedures and any advice or proposed solution, shall be confidential and without prejudice to the rights of a Party in any further or other proceedings under this or any other Agreement;

(b) a Party may only disclose to the public the fact that alternative dispute resolution is taking place.

5. Without prejudice to Rule X in Annex 17-C [Model Mediation Procedures], or any other procedures agreed by the Parties, a Party may suspend or terminate the procedures undertaken pursuant to paragraph 1 at any time.

6. If the Parties agree, procedures undertaken pursuant to paragraph 1 may continue during the procedure of the panel.

ARTICLE 17.5

Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 17.2 (Scope) by entering into consultations in good faith with the aim of reaching a mutually agreed solution. Each Party shall accord adequate opportunity for such consultations.

2. A Party shall seek consultations by means of a written request delivered to the other Party, identifying the measure at issue and the covered provisions that it considers applicable, and giving an indication of the factual and legal basis for the complaint. A Party shall, in case of a dispute referred to in point (b) of Article 17.2(1) (Scope), also identify the benefits it considers to have been, as a result of the measure at issue, nullified or materially impaired in a manner adversely affecting trade between the Parties.

3. The Party complained against shall reply to the request within 10 days after the date of its delivery. Unless the Parties agree otherwise, consultations shall be held no later than 30 days after the date of delivery of the request and take place in the territory of the Party complained against. The consultations shall be deemed concluded within 45 days after the date of delivery of the request, unless the Parties agree to continue consultations.

4. Consultations on matters which the Party seeking consultations considers to be of urgency, including those regarding perishable goods, seasonal goods, or seasonal services, shall be held within 15 days after the date of delivery of the request. The consultations shall be deemed concluded within those 15 days unless the Parties agree to continue consultations.

5. During consultations each Party shall:

(a) provide sufficient factual information so as to allow a full examination of the manner in which the measure at issue could, in the case of a dispute referred to in point (a) of Article 17.2(1), be inconsistent with the covered provisions, or, in the case of a dispute referred to in point (b) of Article 17.2(1), nullify or materially impair the benefits accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties;

(b) protect as confidential, any information designated as such by a Party, exchanged in the course of the consultations; and

(c) endeavour to make available for the consultations personnel of its governmental authorities who have responsibility for or expertise in the matter subject to the consultations.

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

7. A request for consultations concerning a dispute referred to in point (a) of Article 17.2(1) shall be without prejudice to the right of the requesting Party to request, concurrently or subsequently, consultations concerning a dispute referred to in point (b) of Article 17.2(1) in respect of the same measure, and vice versa.

ARTICLE 17.6

Request for the establishment of a panel

1. The complaining Party may request the establishment of a panel by way of a written notification delivered to the Party complained against if:

(a) the Party complained against does not respond to the request for consultations within 10 days after the date of its delivery;

(b) consultations are not held within the time periods set out in paragraph 3 or 4, as applicable, of Article 17.5 (Consultations);

(c) the Parties agree not to hold consultations; or

(d) consultations have been concluded and have failed to resolve the dispute.

2. The request for the establishment of a panel ("panel request") shall:

(a) state whether consultations have been held;

(b) identify the specific measure at issue; and

(c) set out, in the case of a dispute referred to in point (a) of Article 17.2(1), how that measure is inconsistent with the covered provisions in a manner sufficient to present the factual and legal basis for the complaint clearly, or, in the case of a dispute referred to in point (b) of Article 17.2(1), how the measure at issue nullifies or materially impairs the benefits accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties.

3. A request for establishment of a panel concerning a dispute referred to in point (a) of Article 17.2(1) shall be without prejudice to the right of the complaining Party to request, concurrently or

subsequently, the establishment of a panel concerning a dispute referred to in point (b) of Article 17.2(1) in respect of the same measure, and vice versa.

ARTICLE 17.7

Establishment and composition of a panel

1. Where a Party makes a request for the establishment of a panel pursuant to Article 17.6 (Request for the establishment of a panel), a panel shall be established in accordance with this Article.

2. A panel shall be composed of three panellists.

3. Within 20 days after the date of delivery of the panel request, the Parties shall consult with a view to agreeing on the composition of the panel.

4. If the Parties do not agree on the composition of the panel within the time period set out in paragraph 3, each Party shall, within 10 days after the expiry of that time period, select a panellist from the sub-list of that Party established pursuant to Article 17.8 (Lists of Panellists). If a Party does not select a panellist from its sub-list within that time period, the complaining Party shall, within 10 days after the expiry of that time period, select by lot the panellist from the sub-list of that Party.

5. If the Parties do not agree on the chairperson of the panel within the time period set out in paragraph 3, the complaining Party shall, within 10 days after the expiry of that time period, select by lot the chairperson of the panel from the sub-list of chairpersons established pursuant to Article 17.8 (Lists of panellists).

6. If a panellist is selected by lot, pursuant to paragraph 4 or 5, the complaining Party shall promptly inform the Party complained against of the date, time and any other relevant modalities for the selection by lot. The Party complained against may, if it so chooses, be present during that selection. The selection shall be carried out with the Party or Parties that are present.

7. The panel shall be deemed to be established 15 days after the last of the three selected panellists has accepted the appointment in accordance with Rule 4(3) of the Rules of Procedure, unless the Parties agree otherwise.

8. If an individual selected to serve as a panellist is not available or does not accept their appointment, a new individual shall be selected in accordance with the same selection method.

9. If a list provided for in Article 17.8(1) (List of panellists) has not been established, or if a sub-list does not contain any available individual, at the time a selection by lot is to be made pursuant to paragraphs 4 or 5, the selection shall be done in accordance with Rule 4(1) of the Rules of Procedure within 10 days after the expiry of the time period set out in paragraph 3 or after the confirmation that no individual is available, as the case may be.

10. If a case is referred to the original panel pursuant to Articles 17.17 to 17.19 or to the chairperson pursuant to Article 17.16, and one or more panellists of the original panel are not available, they shall be replaced by a new panellist selected in accordance with this article and the Rules of Procedure.

ARTICLE 17. 8

Lists of panellists

1. The Joint Committee shall, no later than nine months after the date of entry into force of this Agreement, adopt a decision establishing a list of at least 15 individuals who are willing and able to serve as panellists.

2. The list referred to in paragraph 1 shall be composed of three sub-lists:

(a) one sub-list of individuals established on the basis of proposals by the European Union;

(b) one sub-list of individuals established on the basis of proposals by India; and

(c) one sub-list of individuals who are not nationals of either Party and who may serve as chairperson to a panel.

3. Each sub-list shall include at least five individuals. The Joint Committee shall ensure that each sub-list always includes this minimum number of individuals.

4. Subject to the agreement of the Parties, the Joint Committee may establish additional lists of individuals with expertise in specific sectors covered by this Agreement. Subject to the agreement of the Parties, such additional lists may be used to compose the panel in accordance with the procedure set out in Article 17.7 (Establishment and composition of a panel).

ARTICLE 17.9

Requirements for panellists

1. Each panellist shall:

(a) have demonstrated expertise or experience in law[2], international trade, and other matters covered by this Agreement;

(b) be independent of, and not be affiliated with or take instructions from, either Party;

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

(d) comply with Annex 17-B [Code of Conduct].

2. The chairperson shall also have experience in dispute settlement procedures.

3. In view of the subject-matter of a particular dispute, the Parties may agree to derogate from the requirements set out in point (a) of paragraph 1.

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[2] For greater certainty, expertise in law does not require a panellist to have a formal degree in law.

4. Unless the Parties agree otherwise, an ADR provider shall not serve as a panellist in dispute settlement procedures under this Agreement or under any other agreement involving the same matter for which they have been an ADR provider.

ARTICLE 17.10

Functions of the panel

1. The panel shall make an objective assessment of the matter before it in accordance with the terms of reference.

2. The panel shall set out in its decisions and reports:

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

(b) its findings and conclusions, including the findings of fact, and:

(i) in the case of a dispute referred to in point (a) or Article 17.2(1), the applicability of the covered provisions, and where applicable, the consistency of the measure at issue with those provisions; or

(ii) in the case of a dispute referred to in point (b) of Article 17.2(1), the existence of a nullification or material impairment of any benefit accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties;

(c) the basic rationale behind any findings and conclusions that it makes; and

(d) any other findings that have been jointly requested by the Parties no later than at the time of the hearing.

3. In the case of a dispute referred to in point (b) of Article 17.2(1), unless the Parties agree otherwise, the panel shall:

(a) determine if the measure at issue nullifies or materially impairs any benefit accruing to the complaining party under the covered provisions, in a manner adversely affecting trade between the Parties;

(b) if applicable, determine the level of benefits accruing to the complaining Party under the covered provisions which have been nullified or materially impaired in a manner adversely affecting trade between the Parties;

(c) if it has found that the measure at issue nullifies or materially impairs any benefit accruing to the complaining Party under the covered provisions, in a manner adversely affecting trade between the Parties, recommend that the Party complained against make a mutually satisfactory adjustment;[3] and

(d) if applicable, and if so requested by both Parties, suggest ways and means of reaching a mutually satisfactory adjustment, including by means of compensation[4].

4. The panel shall not provide its recommendations or suggestions on the means to resolve the dispute, unless jointly requested by the Parties.

5. The panel should consult regularly with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

ARTICLE 17.11

Terms of reference

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

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[3] For greater certainty, the Party complained against is not obliged to withdraw the measure at issue.

[4] For greater certainty, such suggestions shall not be binding on the Parties.

(a) "to examine, in the light of the relevant provisions of the Agreement, cited by the Parties, the matter referred to in the panel request, to make findings and draw conclusions on the applicability of the covered provisions and the consistency of the measure at issue with those provisions, or in the case of a panel request pursuant to point (b) of Article 17.2(1) (Scope), on whether the measure in question nullifies or materially impairs any benefit accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties, as the case may be, and to deliver a report in accordance with Articles 17.13 (Interim report) and 17.14 (Final report)".

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

ARTICLE 17.12

Decision on urgency

A Party may, within three days after the date of establishment of the panel, request the panel to decide whether the dispute concerns a matter of urgency. The panel shall deliver its decision within 12 days after the date of its establishment.

ARTICLE 17.13

Interim report

1. The panel shall deliver an interim report to the Parties within 150 days after the date of establishment of the panel. If the panel considers, in exceptional cases, that this deadline cannot be met, the chairperson of the panel shall promptly notify the Parties, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. The panel shall deliver its interim report no later than 180 days after the date of establishment of the panel. In cases of urgency, the panel shall deliver an interim report within 90 days after the date of the establishment of the panel.

2. The interim report shall include a descriptive part and the panel's findings and conclusions.

3. A Party may request the panel to review precise aspects of the interim report, giving its comments on those precise aspects, within 15 days after the date of its delivery, and eight days in cases of urgency. A Party may comment on the other Party's request within seven days after the date of delivery of that request, and five days in cases of urgency. After considering each Party's comments and making any further examination it considers appropriate in response thereto, the panel may modify its report.

ARTICLE 17.14

Final report

1. The panel shall deliver a final report to the Parties within 45 days from the issuance of its interim report, and 30 days in cases of urgency.

2. The final report shall include a discussion of any request by a Party on the interim report as referred to in Article 17.13(3) (Interim report), and clearly address the comments of the Parties.

ARTICLE 17.15

Implementation of the final report

1. If the panel concludes that the measure at issue is inconsistent with the covered provisions, the Party complained against shall take any measure necessary to promptly bring itself into compliance ("compliance measure").

2. If the panel concludes that the measure at issue nullifies or materially impairs any benefit accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties, the Parties shall engage in consultations with the purpose of agreeing a mutually satisfactory adjustment or mutually agreed solution ("compliance measure"). The Parties shall endeavour to give preference to a solution which effectively expands market access equivalent to the level of nullification or material impairment caused by means of measures including the reduction of tariffs or the elimination of non-tariff barriers.

3. The Party complained against shall, no later than 30 days after the date of delivery of the final report, notify the complaining Party of the compliance measures it has taken or its intentions with respect to compliance.

ARTICLE 17.16

Reasonable period of time

1. If immediate compliance with the obligations pursuant to Article 17.15(1) is not possible, the Party complained against shall, no later than 30 days after the date of delivery of the final report, notify the complaining Party of the reasonable period of time it will require for compliance and the reasons for it. The Parties shall endeavour to agree on the reasonable period of time.

2. If the Parties have not agreed on the reasonable period of time within 50 days from the date the final panel report is delivered to the Parties, the complaining Party may request the chairperson of the original panel to determine the length of the reasonable period of time. If the complaining Party has not made such request within 120 days, the reasonable period of time notified by the Party complained against shall be deemed to be agreed. The chairperson shall deliver its decision, including the reasons therefor, to the Parties within 35 days after the date of delivery of the request.[5]

3. The Party complained against shall notify the complaining Party of its progress in complying with the final report no later than 15 days before the date of expiry of the reasonable period of time.

4. As a guideline, the reasonable period of time should not exceed 15 months from the date of delivery of the final panel report to the Parties. The Parties may agree to extend the reasonable period of time.

ARTICLE 17.17

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[5] References to the panel in other Articles of this Chapter, in particular in Articles 17.10, 17.11, 17.20, 17.22 to 17.25, and 17.28 to 17.30, shall also apply to the chairperson, when carrying out the functions pursuant to this Article, *mutatis mutandis*.

Compliance review

1. The Party complained against shall, no later than at the date of expiry of the reasonable period of time, notify the complaining Party of any compliance measure it has taken.

2. If the Parties disagree on the existence of any compliance measure or its consistency with the covered provisions, the complaining Party may request the original panel to decide on the matter. The request shall identify the measure at issue and explain how that measure is inconsistent with the covered provisions in a manner sufficient to present the legal basis for the complaint clearly.

3. The compliance panel shall deliver an interim compliance report to the Parties within 60 days after the date of delivery of the request and shall deliver its final report to the Parties within 30 days thereafter.

ARTICLE 17.18

Compensation and suspension of concessions or other obligations

1. Compensation and suspension of concessions or other obligations (hereinafter referred to as "suspension of obligations"), are temporary measures available if the Party complained against does not comply with the final report. However, neither compensation nor suspension of obligations is preferred to full compliance with the final report.

2. The Party complained against shall, on request of the complaining Party, present an offer for compensation and enter into negotiations with a view to agreeing on a mutually acceptable compensation if:

(a) the Party complained against notifies the complaining Party that it is not possible to comply with the final report;

(b) the Party complained against fails to notify any compliance measure within the time limit set out in Article 17.15(3) (Implementation of the final report) or before the expiry of the reasonable period of time as determined pursuant to Article 17.16 (Reasonable Period of time);

(c) the panel finds, after a compliance review pursuant to Article 17.17 (compliance review), that no compliance measure exists; or

(d) the panel finds, after a compliance review pursuant to Article 17.17 (compliance review), that the measure taken is inconsistent with the covered provisions.

3. The complaining Party may, after mandatory notification of its intentions to the Party complained against, and in accordance with paragraph 4 or 5, suspend obligations under the covered provisions:

(a) under any of the circumstances referred to in points (a) to (d) of paragraph 2, if the complaining Party has not made a request for compensation pursuant to paragraph 2;

(b) if the complaining Party has made a request for compensation pursuant to paragraph 2 and the Parties have not agreed on compensation within 30 days after the date of delivery of the request; or

(c) if the Parties have agreed on a mutually acceptable compensation under paragraph 2 but the Party complained against has failed to observe the terms of the agreement.

4. The notification referred to in paragraph 3 shall specify:

(a) the level of the intended suspension of obligations;

(b) the relevant sector(s) to which the concessions or other obligations relate; and

(c) in the case of a dispute referred to in point (a) of Article 17.2(1) (Scope), the reasons on which the complaining Party's decision to suspend concessions or other obligations in a different sector than the sector in which the panel has found an inconsistency with the Agreement, is based.

5. In the case of a dispute referred to in point (b) of Article 17.2(1) (Scope), if the complaining Party considers that suspension of concessions within the same sector or sectors as that or those adversely affected by the measure at issue is not practicable or effective, it may seek to apply this to other sectors. In such case, the complaining Party shall take into account:

(a) the trade in the sector adversely affected by the measure at issue and the importance of such trade to that Party;

(b) the broader economic elements related to the nullification or material impairment; and

(c) the broader economic consequences of the application of the suspension of concessions, including spreading the adoption of temporary remedies across multiple sectors in order to account for the different economic sizes of the sectors involved

6. The complaining Party may suspend obligations at the earliest 30 days after the date of delivery of the notification referred to in paragraph 3. If the Party complained against makes a request pursuant to paragraph 9, the complaining Party may suspend obligations only after the panel has delivered its decision on that request, and consistent with that decision.

7. The level of suspension of obligations shall not exceed the level equivalent to the nullification or impairment caused by the measure found to be inconsistent with the covered provisions of this Agreement.

8. In the case of a dispute referred to in point (b) of Article 17.2(1), the complaining Party shall continue to accord to the Party complained against, in the sector which is subject to the remedies in question, treatment that is meaningfully more favourable than the treatment it accords under the non-preferential regime at the relevant time. In particular, when a temporary remedy is adopted through the suspension of tariff concessions, the complaining Party shall prioritise goods that are subject to full tariff liberalisation and any temporary remedies shall not exceed 50 % of the difference between, on the one hand, the rate set out in Annex X applicable at the relevant time and, on the other hand, the suspending Party's applied non-preferential tariff rate.

9. If the Party complained against considers that the notified level of suspension of obligations exceeds the level equivalent to the nullification or impairment caused as a result of the failure of the Party complained against to comply with the final report, considers that it has complied with the terms and conditions of any compensation agreed pursuant to paragraph 2, or claims that the complaining Party has failed to provide reasons as required in point (c) of paragraph 4, it may, no later than 30 days after the date of delivery of the notification referred to in paragraph 3, request the original panel to make findings on the matter.

10. The panel referred to in paragraph 9 shall deliver its decision on the matter to the Parties normally within 45 days after the date of the request. If the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties, stating the reasons for the delay and the date on which the panel plans to deliver its final report. The panel shall deliver its final report no later than 60 days after the date of the request.

11. The suspension of obligations or the compensation shall be temporary measures and shall not be applied after:

(a) the Parties have reached a mutually agreed solution pursuant to Article 28 (Mutually agreed solution);

(b) the Parties have agreed that the compliance measure brings the Party complained against into compliance with the covered provisions; or

(c) in the case of a dispute referred to in point (a) of Article 17.2(1), any compliance measure which the panel has found to be inconsistent with the covered provisions has been withdrawn or amended so as to bring the Party complained against into compliance with those provisions; or

(d) in the case of a dispute referred to in point (b) of Article 17.2(1), any measure which the panel has found to nullify or materially impair a benefit accruing to the complaining Party under the covered provisions in a manner adversely affecting trade between the Parties, has been withdrawn or amended so as to eliminate that nullification or material impairment.

12. Notwithstanding paragraph 2, in the case of a dispute referred to in point (b) of Article 17.2(1), compensation may be part of a mutually satisfactory adjustment as final settlement of the dispute.

ARTICLE 17.19

Review of any compliance measure taken after the adoption of temporary remedies

1. The Party complained against shall notify the complaining Party of any compliance measure it has taken after the suspension of obligations or the application of temporary compensation, as the case may be. With the exception of cases pursuant to paragraph 2, the complaining Party shall terminate the suspension of obligations within 30 days after the date of delivery of the notification, and, in cases where compensation has been applied, the Party complained against may terminate any compensation applied.

2. If the Parties do not reach agreement on whether the notified measure brings the Party complained against into compliance within 30 days after the date of delivery of the notification pursuant to paragraph 1, either Party may request the original panel to decide on the matter. The panel shall deliver its decision to the Parties within 60 days after the date of delivery of the request. If the panel finds that the compliance measure brings the Party complained against into compliance, the complaining Party shall promptly, and no later than 30 days after the date of delivery of the decision, terminate the suspension of obligations, and the Party complained against may terminate any compensation. Where relevant, the level of suspension of obligations or of compensation shall be adjusted in light of the panel decision.

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

ARTICLE 17.20

Replacement of panellists

If during any dispute settlement procedure under this Chapter, a panellist resigns, is unable to act or needs to be replaced because the panellist does not comply with the requirements for panellists set out in in Article 17.9, a successor panellist shall be appointed in accordance with Article 17.7 and the Rules of Procedure and they shall have the same powers and duties as the original panellist. The work of the panel, including any relevant time periods, shall be suspended from the date on which the original panellist became unable to act or needed to be replaced until the date of appointment of the new panellist.

ARTICLE 17.21

Rules of Procedure

Consultations and panel procedures under this Chapter shall be governed by this Chapter and Annex 17-A [Rules of Procedure].

ARTICLE 17.22

Suspension and termination

1. On request of the complaining party, the panel may suspend its work at any time for a period not exceeding 12 consecutive months. In such a case, the panel shall resume its work at the expiry of the suspension period on request of the complaining Party or before the expiry of the suspension period on request of both Parties.

2. On request of both Parties, the panel shall suspend its work at any time for a period agreed by the Parties and not exceeding 12 consecutive months. In such a case, the panel shall resume its work at the expiry of the suspension period on request of the complaining Party or before the expiry of the suspension period on request of both Parties. The panel may resume its work at the expiry of the suspension period on request of the Party complained against.

3. The requesting Party shall deliver a notification to the panel and the other Party accordingly. If the panel does not resume its work at the expiry of the suspension period in accordance with

paragraphs 1 or 2, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated.

4. If the work of the panel is suspended, the relevant time periods set out in this Chapter shall be extended by the same time period for which the work of the panel was suspended.

5. The panel shall terminate its proceedings if the Parties request it to do so.

ARTICLE 17.23

Right to seek information

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

2. On request of a Party or on its own initiative, the panel may seek any information or technical advice it deems appropriate from any relevant source, after consulting the Parties. The panel also has the right to seek the opinion of experts, as it deems appropriate, after consulting the Parties, and subject to any terms and conditions agreed by the Parties, where applicable.

3. Any information, technical advice or expert opinion obtained by the panel pursuant to this Article shall be made available to the Parties and the Parties may provide comments thereon. 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.

ARTICLE 17.24

Rules of interpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law.

2. The panel shall take into account relevant interpretations in reports of WTO panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

ARTICLE 17.25

Reports and decisions of the panel

1. The deliberations of the panel shall be kept confidential. The panel shall make every effort to draft reports and take decisions by consensus. If the panel is unable to reach a consensus, it shall decide by majority vote. In no case shall separate opinions of panellists be disclosed.

2. The panel and the Parties shall treat as confidential any information submitted by a Party to the panel in accordance with Rule 11(2) of the Rules of Procedure.

3. Reports and decisions of the panel cannot add to or diminish the rights and obligations of the Parties provided in this Agreement.

4. With the exception of the interim report, all reports and decisions of the panel shall be binding on the Parties and shall be accepted unconditionally by the Parties.

ARTICLE 17.26

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 both Parties are party, including the WTO Agreement, the Party seeking redress may select the forum in which to settle the dispute.

2. Once the Party seeking redress, has selected the forum, the forum selected shall be used to the exclusion of other fora,[6] unless the forum selected first fails to make findings on the issues in dispute for procedural or jurisdictional reasons.

3. For the purposes of this Article, a forum is deemed to be selected:

(a) for dispute settlement procedures under this Section by a Party's panel request in accordance with Article 17.6(2) (Request for the establishment of a panel);

(b) for dispute settlement procedures under the WTO Agreement by a Party's request for the establishment of a panel pursuant to Article 6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes of the WTO; and

(c) for dispute settlement procedures under any other agreement referred to in paragraph 1 in accordance with the relevant provisions of that agreement.

4. Nothing in this Agreement shall preclude a Party from implementing a suspension of concessions or other obligations authorised by the Dispute Settlement Body of the WTO or authorised under the dispute settlement procedures of another international agreement to which both Parties are party. The WTO Agreement or any other international agreement between the Parties shall not be invoked to preclude a Party from suspending obligations under this Chapter.

ARTICLE 17.27

Transparency

1. Each Party shall have the right to promptly make public:

(a) a request for consultations pursuant to Article 17.5(2) (Consultations);

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[6] For greater certainty, the selection of a forum entails the obligation to stop any consultations in other fora.

(b) a panel request pursuant to Article 17.6(2) (Request for the establishment of a panel);

(c) the date of establishment of a panel in accordance with Article 17.7(7) (Establishment and composition of a panel);

(d) its submissions and statements in the panel procedure[7];

(e) the fact that a mutually agreed solution pursuant to Article 17.28 has been reached; and

(f) the final reports and decisions of the panel.

2. Unless the Parties agree otherwise, any hearings of the panel shall be open to the public.

3. Paragraphs 1 and 2 shall be subject to the protection of confidential information as set out in Rule 11 (Confidentiality) of the Rules of Procedure.

ARTICLE 17.28

Mutually agreed solution

1. The Parties may reach a mutually agreed solution with respect to any dispute referred to in Article 17.2 (Scope) at any time.

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

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

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[7] For greater certainty, this right does not extend to disclosure of the entirety of another Party's written submission and statements made in the panel procedure.

4. No later than at the expiry of the agreed time period the implementing Party shall inform the other Party, in writing, of any measure it has taken to implement the mutually agreed solution.

ARTICLE 29

Time periods

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

2. The panel may at any time propose to the Parties to modify any time period set out in this Chapter, stating the reasons for the proposal.

3. Any time period set out in this Chapter may be modified by mutual agreement of the Parties.

ARTICLE 30

Expenses

1. Each Party shall bear its own expenses derived from the participation in the panel procedure.

2. Unless otherwise provided, the Parties shall be jointly liable for the expenses for organisational matters, including the remuneration and expenses of the panellists, and share them equally.

3. The Joint Committee may adopt a decision setting out the parameters or other details for the remuneration and the reimbursement of expenses of panellists, including any related costs that could be incurred in the panel procedure. Pending that decision, such remuneration and reimbursement parameters shall be determined in accordance with Rule 4(3) of the Rules of Procedure.