

## **RULES OF PROCEDURE**

### **GENERAL PROVISIONS**

#### **Rule 1**

##### **Calculation of Deadlines**

1. All terms established under this Annex shall be counted in calendar days from the day following the act or fact to which they refer.
2. Any deadline mentioned in this Annex may be extended by mutual agreement of the disputing Parties.
3. Where any disputing Party receives a document on a date other than the date on which the same document is received by the other disputing Party, any period of time, the calculation of which is dependent on such receipt, shall be calculated from the date of receipt of the last such document.

### **CONSULTATIONS AND MEDIATION**

#### **Rule 2**

##### **Consultations**

1. Consultations shall be held within thirty (30) days of the request being delivered, and shall, unless the disputing Parties agree otherwise, be held on the territory of the responding Party. The consultations shall be deemed concluded within sixty (60) days from the date of the consultation request, unless both Parties agree to continue consultations. The proceedings and all information disclosed during the consultations shall remain confidential.
2. If consultations are not held within the timeframe laid down in paragraph 1 of this Rule, the responding Party may proceed directly to request the establishment of an arbitration panel in accordance with Article 9.4.

#### **Rule 3**

##### **Mediation**

1. Should the disputing Parties agree to refer the dispute for mediation, they will jointly appoint a mediator within ten (10) days of such an agreement. Where the Parties are unable to agree on the appointment of a mediator, they may request the Chairpersons of the Joint Committee to appoint a mediator for them. A mediator shall not be a national of either of the disputing Parties.

2. The mediator shall convene a meeting with the disputing Parties no later than thirty (30) days after being appointed. The mediator will be supplied with the submissions of the disputing Parties no later than fifteen (15) days before the meeting and will issue an opinion no later than forty-five (45) days after meeting the disputing Parties. The mediator's opinion may include steps to resolve the dispute that are consistent with this Agreement. The mediator's opinion shall be non-binding. The mediation proceedings and all information disclosed during mediation shall remain confidential.

3. The disputing Parties shall inform the Joint Committee as soon as possible of any dispute referred by them to mediation. The Joint Committee shall also be informed of the outcome of the mediation proceedings.

## **ARBITRATION**

### **Rule 4**

#### **Commencing the Arbitration**

1. Unless the disputing Parties otherwise agree, they shall meet with the arbitration panel within thirty (30) days following the date of the establishment of the arbitration panel in order to determine such matters that the disputing Parties or the arbitration panel deem appropriate, including the remuneration and expenses that shall be paid to the arbitrators, which shall conform to the WTO standards. In case of a dispute on the remuneration and expenses, the arbitration panel shall decide on this issue.

2(a). Unless the disputing Parties otherwise agree, the terms of reference of the arbitration panel shall be the following:

*"To examine, in the light of the relevant provisions of the Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 9.4 and to make findings of law and fact together with the reasons therefore for the resolution of the dispute."*

(b). The disputing Parties shall promptly deliver any agreed terms of reference to the arbitration panel.

### **Rule 5**

#### **Operation of Arbitration Panels**

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

2. With the exception of hearings, the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions, electronic mail, video link or computer links, unless otherwise provided in these rules.

3. Only the arbitrators may take part in the deliberations of the arbitration panel but the arbitration panel may permit their assistants to be present during such deliberations.
4. The drafting of any decision and ruling shall remain the exclusive responsibility of the arbitration panel.
5. Where a procedural question arises that is not covered by these rules, an arbitration panel may adopt an appropriate procedure provided that it is not inconsistent with this Agreement.
6. When the arbitration panel considers that it needs to modify any time period applicable in the proceeding, or to make any other procedural or administrative adjustment in the proceeding, it shall inform the disputing Parties in writing of the reasons for the modification or adjustment, indicating the period or adjustment needed.

**Rule 6**  
**Initial submissions**

1. The complaining Party shall deliver its initial written submission to the arbitration panel no later than twenty-five (25) days after the date of establishment of the arbitration panel, with a copy sent simultaneously to the responding Party.
2. The responding Party shall deliver its written counter-submission to the arbitration panel no later than thirty-five (35) days after the date of receipt of the initial written submission by the complaining Party, with a copy sent simultaneously to the complaining Party.

**Rule 7**  
**Hearings**

1. The proceedings and deliberations of an arbitration panel and the documents submitted to it shall be kept confidential. An arbitration panel shall meet in closed session, unless the disputing Parties agree otherwise.
2. The disputing Parties shall agree on the venue of the hearings of the arbitration panel. In the absence of such agreement, the hearings of the arbitration panel shall be conducted at a venue determined by the Chairperson of the arbitration panel provided that that venue is not within the territory of the complaining Party.
3. The Chairperson shall fix the date and time of a hearing in consultation with the disputing parties and the other members of the arbitration panel. The Chairperson shall notify in writing to the disputing parties of the date, time and location of the hearing. The arbitration panel may decide not to convene a hearing unless the disputing Parties agree otherwise.

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

5. The three (3) arbitrators shall be present at all hearings.

6. The following persons may attend the hearing:

- (a) representatives of the disputing Parties;
- (b) advisers of the disputing Parties;
- (c) administration personnel, interpreters and translators; and
- (d) arbitrators' assistants.

7. Only representatives and advisers of a disputing Party may address the arbitration panel.

8. Each disputing Party shall deliver in advance of the meeting a list of the names of those persons who will make oral arguments or presentations at the hearing on behalf of that disputing Party and of other representatives or advisers who will be attending the hearing.

9. The arbitration panel shall conduct the hearing in the following manner, ensuring that the complaining Party and the responding Party are afforded equal time:

*Argument*

- (a) argument of the complaining Party
- (b) argument of the responding Party

*Rebuttal Argument*

- (a) rebuttal argument of the responding Party
- (b) counter-rebuttal argument of the complaining Party.

10. The arbitration panel may direct questions to either disputing Party at any time during a hearing.

11. The arbitration panel shall arrange for a transcript of each hearing to be prepared and shall, as soon as possible after it is prepared, deliver a copy of the transcript to the disputing Parties.

12. Within fifteen (15) days after the date of the hearing, each disputing Party may deliver a supplementary written submission responding to any matter that arose during the hearing.

**Rule 8**  
**Questions in Writing**

1. The arbitration panel may, at any time during the proceedings, address questions in writing to one or both disputing Parties.
2. A disputing Party to whom the arbitration panel addresses written questions to, shall deliver a copy of any written reply to the other disputing Party and the arbitration panel. Each disputing Party shall be given the opportunity to provide written comments to the reply within ten days after the receipt of such written comments.

**Rule 9**  
**Confidentiality**

Each disputing Party shall treat as confidential the proceedings and the information submitted by the other disputing Party to the arbitration panel which that disputing Party has designated as confidential.

**Rule 10**  
***Ex Parte* Contacts**

1. The arbitration panel shall not meet or contact a disputing Party in the absence of the other disputing Party.
2. No arbitrator may discuss an aspect of the subject matter of the proceeding with any disputing Party in the absence of the other arbitrators.

**Rule 11**  
**Role of Experts**

1. On request of a disputing Party or on its own initiative, the arbitration panel may obtain information and technical advice from any natural or juridical person or body that it deems appropriate. Any information and technical advice so obtained shall be submitted to the disputing Parties for comments.
2. When a request is made for a written report of an expert, any time period applicable to the arbitration panel proceeding shall be suspended for a period beginning on the date of receipt of the request and ending on the date the report is received by the arbitration panel.

**Rule 12**  
**Award of Arbitration Panel**

1. All decisions of the arbitration panel, including the adoption of the award, shall be taken by majority vote.
2. The award shall set out the findings of fact, the applicability of the relevant provisions of the Agreement and the rationale behind any findings and conclusions.
3. The award of the arbitration panel shall be drafted without the presence of the disputing Parties and in the light of the information provided and the statements made in the proceedings. Opinions expressed in the award of the arbitration panel by its individual arbitrator shall be anonymous.
4. The arbitration panel shall, within ninety (90) days after the date of its establishment, issue to the disputing Parties its draft award including both the descriptive part and its findings and conclusions for the purposes of enabling the disputing Parties to review precise aspects of the draft award.
5. When the arbitration panel considers that it cannot issue its draft award within the aforementioned ninety (90) day period, it shall inform the disputing Parties in writing of the reasons for the delay, together with the estimate of the period within which it will issue its draft award.
6. The disputing Parties may submit comments in writing to the arbitration panel on the draft award within fifteen (15) days after the date of issuance of the draft award.
7. Where written comments by the disputing Parties as provided for in paragraph 6 of this Rule are received, the arbitration panel, on its own initiative or at the request of a disputing Party, may reconsider its award and make any further examination that it considers appropriate.
8. The arbitration panel shall issue its award to the disputing Parties within one hundred and twenty (120) days following the establishment of the arbitration panel. Where the arbitration panel considers that this deadline cannot be met, the Chairperson of the arbitration panel must notify disputing Parties in writing, stating the reasons for the delay. Under no circumstances should the ruling be issued later than one hundred and sixty (160) days following the establishment of the arbitration panel.
9. The disputing Parties shall keep the Joint Committee informed of any arbitration proceedings and their outcomes.

**Rule 13**  
**Perishable Goods**

In cases of urgency involving perishable goods, the arbitration panel shall make every effort to issue its ruling within seventy-five (75) days from the establishment of the

arbitration panel under Article 9.4. Under no circumstance should it take longer than one hundred (100) days from the date of establishment of the arbitration panel under paragraph 8 of Article 9.5. The arbitration panel may give a preliminary ruling within ten (10) days from its establishment on whether it deems the case to be urgent.

#### **Rule 14**

##### **Compliance with Award**

1. In the event that, according to paragraph 2 of Article 9.9, the original arbitration panel is requested to establish a reasonable period of time to implement the arbitration panel's award different from one hundred eighty (180) days, this panel will issue its award within twenty (20) days from the date of its re-establishment.
2. If the original arbitration panel is requested to rule on the consistency of a measure adopted by the responding Party with its initial ruling under paragraph 5 of Article 9.9, the arbitration panel will issue its award within forty-five (45) days of its re-establishment.
3. Where following a request for the re-establishment of the original arbitration panel under paragraphs 2 or 5 of Article 9.9, the original arbitration panel, or some of its members, is unable to reconvene, the procedures under Article 9.5 shall apply. The period for issuing its award in this instance remains the same as that established under paragraphs 1 and 2 of this Rule.
4. In dealing with requests falling under paragraphs 1 and 2 of this Rule, the arbitration panel will follow the procedure stipulated under this Annex, *mutatis mutandis*.

#### **Rule 15**

##### **Administrative Arrangements**

The complaining Party shall be in charge of providing reasonable logistical administration of dispute settlement proceedings, and in particular the organisation of hearings, unless otherwise agreed. Where the complaining Party fails to discharge its obligations under this clause, the responding Party may proceed to undertake these obligations.

#### **Rule 16**

##### **Notifications**

1. Any request, notice, written submissions or other document shall be delivered by either disputing Party or the arbitration panel by delivery against receipt, registered post, courier, facsimile transmission, telex, telegram or any other means of telecommunication that provides a record of the receipt thereof.

2. A disputing Party shall provide a copy of each of its written submissions to another disputing Party and to each of the arbitrators. A copy of the document also shall be provided in electronic format.
3. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may be corrected by delivery of a new document clearly indicating the changes.
4. If the last day for delivery of a document falls on an official holiday of a disputing Party, the document may be delivered on the next business day.

**Rule 17**  
**Translation and Interpretation**

1. Each disputing Party shall, within a reasonable period of time and before delivering its initial written submission, advise the other disputing Party and the arbitration panel in which language its written and oral submissions will be made.
2. A disputing Party shall arrange for and bear the costs of the translation of its oral or written submissions into the language chosen by the other disputing Party.
3. Arbitration panel awards shall be issued in the language or languages chosen by the disputing Parties. The costs of translation shall be borne equally by the disputing Parties.

**Rule 18**  
**Language**

The written and oral submissions will be made in the Arabic language or the English language by the GCC Member States, and in the English language by Singapore. The disputing Parties will provide a copy of their written and oral submissions in the English language. In case of divergence, the English language text shall prevail.