

## ANNEX B

### MODEL RULES OF PROCEDURE PURSUANT TO ARTICLE 15.9.1 OF CHAPTER 15 (*DISPUTE SETTLEMENT*)

#### Application

1. These Rules are established in accordance with Article 15.9.1 and shall apply to an arbitral panel proceedings under Chapter 15 (*Dispute Settlement*) unless the Parties otherwise agree.

#### Definitions

2. For purposes of this Model Rules of Procedure, the following definitions shall apply:

**adviser** means a person retained by a Party to advise or assist the Party in connection with the arbitral panel proceeding;

**Agreement** means the Free Trade Agreement between Panama and Singapore;

**arbitral panel** means an arbitral panel established pursuant to Article 15.6 (*Request for an Arbitral Panel*);

**representative** means an official of a Party or an employee of any other government institution of a Party and a legal counsel representing the Party in the proceedings; and

**Secretariat** means an individual or institution appointed by the Parties to provide secretarial and administrative support for the arbitral panel in a particular panel proceeding.

3. Any reference made in these Rules to an Article, or Chapter is a reference to the appropriate Article, or Chapter of the Agreement.

#### Written Submissions and Other Documents

4. The Parties shall deliver the original and as many copies as required by the Secretariat of their respective written submissions or other documents. The Secretariat, in turn, shall retain one copy and forward copies to the arbitral panel and the other Party by the most expeditious means practicable.

5. The complaining Party shall deliver its initial written submission to the Secretariat within 15 days after the date on which the last arbitrator is selected.

6. The defendant Party shall deliver its written counter submission to the Secretariat within 25 days after the date of receipt of the initial written submission of the complaining Party.

7. A Party may deliver a request, notice or other document related to the panel proceeding by facsimile or other means of electronic transmission. The Parties may agree to limit the use of electronic means or communications to specified categories and to specify measures to safeguard the confidentiality of such communication.

8. A party may correct minor errors of a clerical nature in any written submission, request, notice, or other document related to the panel proceeding by delivering a new document clearly indicating the changes.

9. If the last day for delivery to the Secretariat falls on the non-business day or on any other day on which the offices of the Secretariat are closed by order of the government or by *force majeure*, the document may be delivered to the Secretariat on the next business day.

### **Operation of Arbitral Panels**

10. The chair of the arbitral panel shall preside over all of its meetings, panel hearings and deliberations. The arbitral panel may delegate to the chair, the authority to make administrative and procedural decisions.

11. Except as otherwise provided in these Rules, the arbitral panel may conduct its business by telephone, facsimile transmission, computer links or any other means.

12. The arbitral panel shall fix time-limits to assign dates for the completion of the various steps in the panel proceeding and may subsequently modify them, where necessary. The arbitral panel shall inform the Parties of such modifications.

### **Panel Hearings**

13. The chair shall, in consultation with the Parties, the other members of the arbitral panel and the Secretariat, fix the date and time of the panel hearing.

14. The arbitral panel shall hold its first panel hearing within 20 days after receipt of the counter submission set out in rule 6. The date and time of that panel hearing shall be fixed by the chair of the arbitral panel after consultation with other panelists and the Parties.

15. The arbitral panel may convene additional hearings if the Parties so agree.

16. The following persons may attend a panel hearing:

- (a) representatives of the Parties;
- (b) advisers of the Parties, provided that they do not address the arbitral panel;
- (c) persons designated to provide administrative assistance, such as interpretation, translation and record; and
- (d) panelist's assistants.

17. No later than five days before the date of a hearing, each Party shall deliver to the Secretariat a list of the names of those persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will attend the panel hearing. The Secretariat shall, in turn, promptly notify the list to the arbitral panel and the other Party.

18. The panel hearing shall be conducted by the arbitral panel in the following manner, ensuring that the complaining Party and the defendant Party are afforded equal time:

*Argument*

- (a) Argument of the complaining Party; and
- (b) Argument of the defendant Party

*Reply and Counter-Reply*

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

19. The arbitral panel may direct questions to the Parties at any time during the panel hearing.

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

**Supplementary Written Submissions**

21. The arbitral panel may at any time during a proceeding other than a panel hearing, requests any Party to address questions or to produce documents. Such requests are to be made in writing through the Secretariat.

The Secretariat shall, in turn, deliver the request by the most expeditious means practicable to the Party to whom the request is addressed and the other Party.

22. The Party to whom the arbitral panel addresses written questions to shall deliver a copy of its written reply to the Secretariat within 10 days after the receipt of those questions by that Party. The Secretariat shall, in turn, deliver that reply by the most expeditious means practicable to the arbitral panel and the other Party. The other Party shall be given the opportunity to provide written comments on the reply.

23. The Party to whom the arbitral panel requests to produce documents shall deliver the requested documents to the Secretariat within the time period fixed by the arbitral panel. The Secretariat shall, in turn, deliver them by the most expeditious means practicable to the arbitral panel and the other Party. The other Party shall be given the opportunity to provide written comments on the documents delivered.

24. With regard to rules 22 and 23, the Parties may designate any information provided as confidential.

25. No later than 10 days after the date of a panel hearing, each Party may provide its a supplementary written submission responding to any matter that arose during that panel hearing.

### **Information and Technical Advice**

26. When, in accordance with Article 15.11 (*Role of Experts*), a written report from an expert is sought, the arbitral panel shall fix the time period for such report to be prepared.

27. Where the arbitral panel has, pursuant to rule 26, fixed such time for a written report from an expert to be prepared, any such time period applicable to the panel proceeding shall be suspended for a period beginning on the date of delivery of the request and ending with the date the report is delivered to the arbitral panel.

### **Confidentiality**

28. Any Person described in rule 16 attending any panel proceeding shall maintain the confidentiality of such proceedings.

### ***Ex parte* Contacts**

29. The arbitral panel shall not meet or contact a Party in the absence of the other Party.

30. No panelist may discuss any aspect of the subject matter of the panel proceeding with a Party or Parties in the absence of the other panelists.

### **Matters Regarding Perishable Goods**

31. In matters regarding perishable goods, the arbitral panel may reduce, in consultation with the Parties, the timeframe for the delivery of the initial report and of the comments of the Parties to that report.

### **Working Language**

32. The working language shall be English.

33. Written submissions, documents, oral arguments or presentations at the hearings, initial and final reports of the arbitral panel, as well as all other written or oral communications between the Parties and the arbitral panel or the Secretariat, as well as any other panel proceedings, shall be conducted in the working language.

34. Notwithstanding Rule 33, each Party shall indicate the reason for using a language other than the working language on its written submissions, documents, oral arguments, presentations at the panel hearings and, all other oral and written communications that will be presented, and shall provide the necessary translation or interpretation to the working language.

### **Computation of Time**

35. Where anything under the Agreement or these Rules is to be done, or the arbitral panel requires anything to be done, within a number of days after or before a specified date or event, the specified date or the date on which the specified event occurs shall not be included in calculating that number of days.

36. Where, by reason of the operation of rule 9, a Party receives a document on a date other than the date on which the same document is received by the other 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

### **Arbitral Panel for the Suspension of Benefits**

37. These Rules shall apply to an arbitral panel established under Article 15.16 (*Non-Implementation – Compensation and Suspension of Benefits*) except that:

- (a) the Party that requests the establishment of the arbitral panel

shall deliver its initial written submission to the Secretariat within 10 days after the date on which the last arbitrator is selected;

- (b) the defendant Party shall deliver its written counter-submission to the Secretariat within 10 days upon receipt of the initial written submission of the complaining Party; and
- (c) unless the Parties disagree, the arbitral panel may decide not to convene a panel hearing.