

First Protocol of Amendment

The undersigned, Parties to the Agreement on Internal Trade, hereby agree:

1. Article 1706 is amended by deleting the existing text and replacing it with the following:

"The Panel Rules of Procedure in Annex 1706.1 shall apply to all panel proceedings unless modified, where appropriate, by a panel."

2. Article 1721 is amended by deleting the existing text and replacing it with the following:

"Panellists shall conduct themselves in accordance with Annex 1721."

3. Upon execution of this protocol the attached documents constitute integral parts of the Agreement:

Interpretive Note Number 1;

Annex 1503 (Other Governmental and Non-Governmental Bodies Covered by Chapter Fifteen)

Annex 1706.1 (Panel Rules of Procedure);

Annex 1721 (Code of Conduct for Panellists);

Annex 1718.3 (Costs).

In Witness Whereof, the undersigned, being duly authorized by their respective Governments, have signed this first Protocol of Amendment to the Agreement on Internal Trade.

Signed at Toronto
29th day of November, 1995

Interpretive Note No. 1

Chapter 5: Procurement Annex 502.1B (Services Covered by Chapter 5)

1. Annex 502.1B provides a list of services excluded from the coverage of Chapter 5 (Procurement). The Parties recognize that there may be difficulties in distinguishing between contracts *for* service which may be the subject of procurement by a Party and contracts *of* service which may be categorized as employer-employee relationships and which are not intended by the Parties to be subject to the procurement obligations found in Chapter 5. To reduce any difficulties in making such a distinction, to aid in the application of the obligations in Chapter 5 and to clearly state their original intent, the Parties issue this interpretive note.
2. Contracts of service are not the procurement of services within the meaning of Chapter 5. Contracts of service is a term which is not to be construed narrowly but rather refers to an employer-employee relationship between a Party and one or more individuals.
3. The Parties recognize that the existence of an employer-employee relationship may be determined according to various tests. For the purposes of determining whether a contract is subject to the procurement obligations of Chapter 5 (or an employer-employee relationship which is not subject to this chapter), the Parties are of the view that consideration should be given to the various elements which constitute the relationship between a Party and an individual or individuals, including the nature of the work and the circumstances in which it is performed.
4. In making a determination as to whether there is an employer-employee relationship between a Party and an individual or individuals, the Parties also believe that consideration should be given, among other factors, to whether:
 - (a) the Party reserves the right of direction and control over the individual or individuals;
 - (b) the Party is responsible for remuneration;
 - (c) the Party hires and has the power to dismiss the individual or individuals;
 - (d) the Party is believed to be the employer by the employee or employees;
 - (e) there exists an intention to create an employer-employee relationship, or
 - (f) there is a chance of profit or risk of loss for the individual or individuals.

Annex 1503

Other Governmental and Non-Governmental Bodies Covered by Chapter 15

Newfoundland

None

Nova Scotia

None

Prince Edward Island

None

New Brunswick

None

Quebec

RECYC-Quebec

Ontario

Environmental Appeal Board
Environmental Assessment Board
Niagara Escarpment Commission

Manitoba

Clean Environment Commission
Tire Stewardship Board
Multi-Material Stewardship Board
Manitoba Ozone Protection Industry Association Inc.

Saskatchewan

None

Alberta

Environmental Appeal Board
Natural Resources Conservation Board
Special Waste Management Corporation
Tire Recycling Management Board

British Columbia

Environmental Appeal Board

Northwest Territories

None

Yukon Territory

Yukon Fish and Wildlife Management Board
Salmon Subcommittee of the Fish and Wildlife Management Board

Canada

Resource management boards established by aboriginal land claims agreements

Annex 1706.1

Panel Rules of Procedure

These rules are intended to give effect to the provisions of Chapter Seventeen with respect to panel reviews conducted pursuant to that Chapter. Where a procedural question arises that is not covered by these rules, a panel may adopt the procedure to be followed in the particular case before it by analogy to these rules and the provisions of Chapter Seventeen. These rules should not be construed to extend or limit the jurisdiction of panels.

Application

1. These rules are established under Article 1706 and shall apply to dispute resolution proceedings under Chapter Seventeen.

Definitions

2. In these rules:

"**Agreement**" means the Agreement on Internal Trade;

"Committee" means the Committee on Internal Trade established under Article 1600;

"disputant" means a complaining Party, or a person of a Party, that requests the establishment of a panel, or any Party complained against in the panel proceeding;

"documents" includes any materials filed in a panel review;

"panel" means a panel established under Article 1705 or Article 1717;

"participants" means the disputants and any Party that joins a panel proceeding under Article 1704(9);

"Party" means a Party to the Agreement;

"person" means a person as defined in chapter 2 and chapter 17 of the Agreement;

"Secretariat" means the Secretariat established under Article 1603.

Duration and Scope of Panel Review

3. A panel review commences on the day on which a Request for Panel Review is filed with the Secretariat and terminates on:

- (a) the day on which a panel report is issued under rule 41;
- (b) the day on which a notice of termination is given to the Secretariat under rule 47; or
- (c) where a panel is convened under Article 1710(5) or 1710(7), the day on which a decision of the panel is issued under rule 48.

4. A panel, in conducting its review, shall:

- (a) where a panel is established pursuant to a request made under Article 1704, unless the disputants otherwise agree in writing, examine whether the actual or proposed measure or other matter at issue is or would be inconsistent with the Agreement;
- (b) where a panel is established pursuant to a request made under Article 1716, examine whether the actual measure at issue is inconsistent with the Agreement;
- (c) where a panel is convened under Article 1710(5), determine whether the suspension of benefits or the imposition of retaliatory measures by a complaining Party is manifestly excessive; and

- (d) where a panel is convened under Article 1710(7), determine whether any action taken by the Party complained against to resolve the dispute is sufficient or satisfactory.

Responsibilities of Secretariat

5. The Secretariat shall provide administrative support for each panel review and shall make the arrangements necessary for the oral proceedings and meetings of each panel.
6. The Secretariat shall maintain a file for each panel review, comprised of either the original or a copy of all documents filed in the panel review and, where necessary, may certify copies as true copies of the originals.
7. The file number assigned to a Request for Panel Review shall be the Secretariat file number for all documents filed or issued in that panel review. All documents filed shall be stamped by the Secretariat to show the date and time of receipt.
8. The Secretariat shall forward copies of any Request for Panel Review to all the other Parties and shall forward copies of all other documents and submissions filed with it on a panel review to the participants.
9. The Secretariat shall advise the participants in a timely manner of the time and location of all proceedings before the panel.
10. The Secretariat shall forward copies of each panel report to the participants.

Translation and Interpretation

11. The written and oral proceedings may be in either official language.
12. The Secretariat shall provide for interpretation and translation, as the case may be, of written and oral proceedings or panel reports, if a participant or panellist so requests.
13. Where a panel report is made public, it shall be issued in both official languages simultaneously. Each version shall be equally authentic.

Operation of the Panel

14. The chairperson of the panel shall preside at all its meetings.
15. The chairperson of the panel shall fix the date and hour of its sittings in accordance with these rules and following consultations with other panel members and the Secretariat.

16. Panel meetings other than hearings may be conducted by telephone conference call or other electronic means.

17. A panel may adopt its own internal procedures for routine administrative matters not inconsistent with these rules.

Confidentiality

18. Where a participant indicates that any information contained in documents filed with the Secretariat or forwarded to other participants, in connection with panel proceedings, is to be treated confidentially:

- (a) as a result of the information being commercially sensitive or otherwise protected by law; or
- (b) in order to protect the information from disclosure which could impair international relations or obligations,

the Secretariat, the panel and all other participants shall take all necessary steps to protect the confidentiality of the information and may enter into pre-hearing agreements regarding the protection of such information.

19. A participant may disclose to other persons such information in connection with panel proceedings as it considers necessary for the preparation of its case, but it shall take all necessary steps to ensure that such other persons maintain the confidentiality of the information.

20. The Secretariat shall take all necessary steps to ensure that experts, interpreters, translators, court reporters and other individuals retained by the Secretariat maintain the confidentiality of any information designated as confidential.

21. On request of another participant, a participant shall promptly deliver to the other participants and the Secretariat a non-confidential summary of its written submissions.

Request for Panel Review

22. A disputant that requests the establishment of a panel under Article 1704 or Article 1716 shall file a Request for Panel Review with the Secretariat.

23. Where a disputant has requested the establishment of a panel under Article 1704, the Secretariat shall deliver copies of the Request for Panel Review to the Committee and to the other Parties.

24. Where a disputant has requested the establishment of a panel under Article 1716, the Secretariat shall deliver a copy of the Request for Panel Review to the other disputant.

25. A Request for Panel Review under Article 1704 shall:
- (a) specify the actual or proposed measure complained of;
 - (b) list the relevant provisions of the Agreement;
 - (c) provide a brief summary of the complaint;
 - (d) explain how the measure has impaired or would impair internal trade; and
 - (e) identify the actual or potential injury or denial of benefit caused by the actual or proposed measure.
26. A Request for Panel Review under Article 1716 shall:
- (a) specify the actual measure complained of;
 - (b) list the relevant provisions of the Agreement;
 - (c) provide a brief summary of the complaint;
 - (d) explain how the measure has impaired internal trade; and
 - (e) identify the injury or denial of benefit caused by the measure.

Notice of Appearance

27. The Party complained against and any Party that is entitled to join the panel proceedings under Article 1704(9) and wishes to do so, shall file a Notice of Appearance with the Secretariat within 15 days after receiving a Request for Panel Review under Article 1704.
28. The Party complained against or the person, as the case may be, shall file a Notice of Appearance with the Secretariat within 15 days after receiving a Request for Panel Review under Article 1716.
29. The Secretariat shall forward copies of any Notice of Appearance received under rule 26 to the other Parties.

Written Submissions

30. A disputant that has filed a Request for Panel Review shall file written submissions with the Secretariat within 45 days after the Request for Panel Review was filed and the Secretariat shall forward copies of the submissions to the other participants.

31. The written counter-submissions of the other participants shall be filed with the Secretariat within 45 days after the initial written submissions have been filed with the Secretariat and the Secretariat shall forward copies of the written counter-submissions to each of the participants.

32. The panel may allow further written submissions and shall fix the time for their filing.

33. The panel may convene a pre-hearing conference in order to determine:

- (a) whether a Party has a substantial and direct connection with a person within the meaning of Article 1704 (7) or (8);
- (b) the timing and the location of the hearing;
- (c) the order in which the participants will be heard at the hearing; and
- (d) any other matter relevant to the panel proceedings.

Hearing

34. The panel shall fix the date for the hearing and the Secretariat shall forward notice of the date to the participants.

35. The hearing shall, unless the participants otherwise agree, be held in the capital city of the Party complained against.

36. All panellists must be present during the hearing. Participants who have not filed submissions or counter submissions may not present oral arguments without the consent of the panel and all other participants.

37. In the case of the death, retirement, disqualification or disability from any cause of one of the panel members after oral arguments have begun, the Committee may order that the matter be reheard on such terms as are appropriate after a substitute panellist is selected in the same manner in which the panel member being replaced was appointed under the Agreement.

38. The hearing shall be conducted by the panel in the following manner:

- (a) Argument of the complaining Party or person;
- (b) Presentation of any Party that has joined a panel proceeding pursuant to Article 1704(9);
- (c) Argument of the Party complained against;

(d) Reply of the complaining Party or person;

39. Oral arguments shall be limited to the issues in dispute.

Supplementary Written Submissions

40. The panel may at any time during a proceeding address questions in writing to one or more of the participants. The panel shall deliver the written questions to the participant or participants to whom the questions are addressed through the Secretariat, which shall also provide for delivery of copies of the questions to all other participants.

41. A participant to whom the panel addresses written questions shall deliver a copy of any written reply to the Secretariat, which in turn shall provide for the delivery of copies of the reply to all other participants. Each other participant shall be given the opportunity to provide written comments on the reply within five days after the date of delivery.

Report of Panel

42. The panel shall within 45 days after the date the hearing was completed or such other period of time as the disputants may agree, issue a report based on the submissions of the participants and any other information received during the course of the proceeding.

43. Where the disputants are Parties, the report shall contain:

- (a) findings of fact;
- (b) a determination, with reasons, as to whether the measure in question is or would be inconsistent with this Agreement;
- (c) a determination, with reasons, as to whether the measure has impaired or would impair internal trade and has caused or would cause injury; and
- (d) recommendations, if requested by a disputant, to assist in resolving the dispute.

44. Where a Party with a substantial interest in the dispute has participated in the panel hearing pursuant to Article 1704(9), any recommendation referred to in rule 43 contained in a report shall apply with respect to that Party.

45. Where a person is one of the disputants, the report shall contain:

- (a) findings of fact;

- (b) a determination, with reasons, as to whether the actual measure in question is inconsistent with the Agreement;
- (c) a determination, with reasons, as to whether the actual measure has impaired internal trade and has caused injury; and
- (d) recommendations, if requested by either the person or the Party complained against, to assist in resolving the dispute.

46. A report referred to in rule 45 may contain an award of costs of the panel proceedings determined in accordance with Annex 1718.3.

47. The majority and dissenting opinions of panel members shall be anonymous.

Notice of Termination

48. If the disputants resolve the dispute at any stage of the panel proceedings, written notice shall be given to the Secretariat, and where the disputants are Parties, copies of the notice shall be delivered by the Secretariat to the other Parties.

Convening Of Panel under Article 1710

49. Where a panel is convened by the Committee:

- (a) under Article 1710(5) to determine whether the suspension of benefits or the imposition of retaliatory measures by a complaining Party is manifestly excessive; or
- (b) under Article 1710(7) to determine whether any action taken by the complained against to resolve the dispute is sufficient or satisfactory;

the panel shall issue its decision within 30 days after the matter is referred to it.

50. The panel shall as soon as possible after being convened under rule 49, determine the manner in which it intends to proceed and shall through the Secretariat, notify the participants of the manner of proceeding.

Payment of Panel Operational Costs

51. For the purposes of rules 52 to 54:

"operational costs" means all per diem fees and other disbursements payable to panelists for the performance of their duties as panelists; and

"intervenor" means a participating Party which is not a disputant but fulfills the requirements for participation in a dispute under Articles 1704.9 and 1704.10 of the Agreement.

52. Operational costs shall be divided equally between disputants.

53. In the event that there are one or more intervenors in a dispute, operational costs shall be distributed equitably by the panel. Disputants may be required to bear all operational costs, but alternatively the panel may assess a portion of the operational costs to the intervenors. In no instance shall intervenors collectively be responsible for more than one-third of operational costs.

54. Nothing in these Rules shall be construed as preventing a Party in its discretion from assuming full or partial liability for the share of operational costs for which a person of that Party is liable under rule 52.

Annex 1721

Code of Conduct for Panellists

Preamble

The Parties place importance on the integrity and impartiality of proceedings conducted pursuant to the provisions of Chapter 17 of the Agreement on Internal Trade, this Code of Conduct is hereby established to ensure that these principles are respected. This Code of Conduct is intended to assist the Committee, the Secretariat and panellists in the operation of dispute resolution procedures involving panels under Chapter 17,

The governing principle of this Code of Conduct is that a candidate or member must disclose the existence of any interest relationship or matter that is likely to affect the candidate's or member's independence or impartiality, that is, which creates a reasonable apprehension of bias or an appearance of impropriety.

A reasonable apprehension of bias is created where a reasonable person, with knowledge of all the relevant circumstances that a reasonable inquiry would disclose, would reasonably conclude that a candidate or member has an interest, relationship or matter that might have an influence on the exercise of the candidate's or member's public duties.

The disclosure obligation, however, should not be interpreted so that the burden of detailed disclosure makes it impractical for persons to serve as members, thereby depriving the Parties and participants of the services of those who might be best qualified to serve as members. Thus, candidates and members should not be called upon to disclose interests, relationships or matters whose bearing on their role in the proceeding would be trivial.

Throughout the proceeding, candidates and members have a continuing obligation to disclose, in writing, interests, relationships or matter that may bear on the integrity or impartiality of the dispute settlement process.

This Code of Conduct does not determine whether or under what circumstances the Parties will disqualify a candidate or member from being appointed to, or serving as a member of, a panel or committee on the basis of disclosures made.

Part 1: Interpretation

1. In this Code of Conduct,

"Agreement" means the Agreement on Internal Trade; (*Accord*)

"candidate" means

- (a) an individual whose name appears on a roster or list established under Annex 1705.1, or
- (b) an individual who is under consideration for appointment as a member of a panel pursuant to Annex 1705.1; (*candidat*)

"committee" means Committee on Internal Trade;

"family" means two or more persons related to each other by reason of blood relationships, marriage or adoption;

"family member" means a member of a family;

"member" means a member of a panel constituted pursuant to Annex 1705.1; (*membre*);

"participant" has the meaning assigned to the *Panel Rules of Procedure*;

"Party" means a Party to the Agreement; (*Partie*)

"proceeding", unless otherwise specified, means a panel under Article 1705 ; (*procédure*)

"Secretariat" means the Secretariat established pursuant to Article 1603; (*Secrétariat*) and

"staff", in respect of a member, means persons under the direction and control of the member.

2. Any reference made in this Code of Conduct to an Article, Annex or Chapter is a reference to the appropriate Article, Annex or Chapter of the Agreement.

Part 2: Responsibilities to the Process

3. Every candidate, member and former member has the responsibility to avoid impropriety and the appearance of impropriety and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process is preserved.

Part 3: Disclosure Obligations

Initial Disclosure Obligation

(Relationship Conflicts)

4. A candidate shall disclose any interest, relationship or matter that is likely to affect the candidate's independence or impartiality or that might create a reasonable apprehension of bias or appearance of impropriety in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

Upon consideration for membership on a panel and at the request of the Secretariat, the candidate shall disclose such interests, relationships and matters by completing an Initial Disclosure Statement provided by the Secretariat and sending it to the Secretariat.

Without limiting the generality of the foregoing, candidates shall disclose the following interests, relationships and matters:

- (a) any financial or personal interest of the candidate
 - (i) arising out of any personal, professional or other relationship with persons associated with the proceeding or who may benefit from its outcome, and
 - (ii) arising out of any issue, that may be decided in the proceeding for which the candidate is under consideration, in an administrative proceeding, a domestic court proceeding or another panel proceeding that involves similar issues;
- (b) any financial interest of the candidate's employer, partner, business associate or family member
 - (i) arising out of any personal, professional or other relationship with persons associated with the proceeding or who may benefit from its outcome, and
 - (ii) arising out of any issue, that may be decided in the proceeding for which the candidate is under consideration, in an administrative proceeding, a domestic court proceeding or another panel proceeding that involves similar issues;

- (c) any past or existing financial, business, professional, family or social relationship with any interested parties in the proceeding, or their counsel, or any such relationship involving a candidate's employer, partner, business associate or family member; and
- (d) public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same goods or services.

Supplemental Disclosure Obligation

(Issue Conflicts)

5. A member in a Chapter 17 proceeding shall, after receiving the written submissions and counter submissions of the participants, disclose any interests, advocacy or representation, particularly as referred to in subparagraph 4(a)(ii) or (b)(ii) or paragraph 4(d), by completing a Supplementary Disclosure Statement provided by the Secretariat and sending it to the Secretariat.

Continuing Disclosure Obligation

6. Once appointed, a member shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in section 4 and shall disclose them. The obligation to disclose is a continuing duty which requires a member to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

The member shall disclose in writing such interests, relationships and matters by communicating them to the Secretariat for consideration by the appropriate Parties.

Part 4: The Performance of Duties by Candidates and Members

7. A candidate who accepts an appointment as a member shall be available to perform, and shall perform, a member's duties thoroughly and expeditiously throughout the course of the proceeding.

8. A member shall carry out all duties fairly and diligently and comply with the provisions of Chapter 17; the applicable rules and the Code of Conduct.

9. A member shall not deny other members the opportunity to participate in all aspects of the proceeding.

10. A member shall consider only those issues raised in the proceeding and necessary to make a decision and shall not delegate the duty to decide to any other

11. A member shall take all reasonable steps to ensure that the member's staff comply with Parts 2, 3 and 7 of this Code of Conduct.

12. A member shall not make any communication concerning the proceeding outside the scope of panel review. A member shall not have any communication with a participant except in the presence of all other members and participants.

13. A candidate or member shall not communicate matters concerning actual or potential violations of this Code of Conduct unless the communication is to the Secretariat and is necessary to ascertain whether that candidate or member has violated or may violate the Code.

Part 5: Independence and Impartiality of Members

14. A member shall be independent and impartial. A member shall act in a fair manner and shall avoid creating a reasonable apprehension of bias or an appearance of impropriety.

15. A member shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

16. A member shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the member's duties.

17. A member shall not use the member's position on the panel to advance any personal or private interests. A member shall avoid actions that may create the impression that others are in a special position to influence the member. A member shall make every effort to prevent or discourage others from representing themselves as being in such a position.

18. A member shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the member's conduct or judgment.

19. A member shall avoid entering into any relationship, or acquiring any financial or personal interest, that is likely to affect the member's impartiality or that might create a reasonable apprehension of bias or an appearance of impropriety.

Part 6: Post Proceeding Conduct

20. For a period of one year after the completion of a Chapter 17 proceeding, a former member shall not personally advise or represent any participant in the proceeding with respect to any issues which arose in the proceeding.

21. A member or former member shall not represent a participant in an administrative proceeding, a domestic court proceeding or another Chapter 17 proceeding involving the issues in dispute before the panel.

22. A former member shall avoid actions that may create the appearance that the member was biased in carrying out the member's duties or would benefit from the decision of the panel.

Part 7: Maintenance of Confidentiality

23. A member or former member shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding, nor disclose or use any such information to gain personal advantage or advantage for others or to affect adversely the interest of another.

24. A member shall not disclose a panel report or panel decision prior to its release by the Secretariat. A member or former member shall not at any time disclose which members are associated with majority or minority opinions in any proceedings.

25. A member or former member shall not at any time disclose the deliberations of a panel or committee, or any member's view, except as required by law.

Part 8: Responsibilities of Staff

26. Parts 2 (Responsibilities to the Process) and 7 (Maintenance of Confidentiality) of this Code of Conduct apply also to staff. Part 3 (Disclosure Obligations) apply to staff to the extent that they are not obliged to submit disclosure statements but do have an initial and continuing obligation to disclose to panellists any interests, relationships or matters that may bear in the integrity or impartiality of the dispute settlement process.

Part 9: Responsibilities of the Secretariat and Committee

27. The Secretariat shall take all necessary steps to protect the confidentiality of disclosure statements and any subsequent disclosures.

28. Any communication to the Secretariat regarding a conflict of interest, a reasonable apprehension of bias or an appearance of impropriety shall be conveyed to the participants for the purposes of determining whether there has been a breach of this Code of Conduct.

29. In the event the participants are unable to agree as to whether there has been a breach of this Code of Conduct, the matter shall be referred to the Committee for decision.

AGREEMENT ON INTERNAL TRADE

**IN THE MATTER OF
(title of proceeding)**

(Secretariat file number)

INITIAL DISCLOSURE STATEMENT

I have read the Code of Conduct for Dispute Settlement Procedures under Chapter 17 of the Agreement on Internal Trade (Code of Conduct). I am fully aware that Part 3 of the Code of Conduct requires that I disclose any interests, relationships and matters that are likely to affect my independence or impartiality or that might create a reasonable apprehension of bias or an appearance of impropriety in the matter cited above.

I have read the request for panel review filed in the matter cited above and have made all reasonable efforts to determine whether there are any such interests, relationships or matters. I make the following statement fully aware of my duties and obligations under the Code of Conduct.

1. I do not have any financial or personal interest in the matter cited above or in its outcome, except as follows:
2. I do not have any financial or personal interest in an administrative proceeding, a domestic court proceeding or another panel proceeding that involves issues that may be decided in the matter cited above, except as follows:
3. Neither my employer, partner, business associate or family member has a financial interest in the matter cited above or in its outcome, except as follows:
4. Neither my employer, partner, business associate or family member has a financial interest in an administrative proceeding, a domestic court proceeding or another panel proceeding that involves issues that may be decided in the matter cited above, except as follows:

INITIAL DISCLOSURE STATEMENT *(concluded)*

5. I do not have any past or existing financial, business, professional, family or social relationship with any interested parties in the matter cited above, or their counsel, nor am I aware of any such relationship involving my employer, partner, business associate or family member, except as follows:
6. I have not publicly advocated, nor have I provided legal or other representation, concerning any issue in dispute in the matter cited above or involving the same goods or services, except as follows:
7. I do not have any interests or relationships, other than those described above, nor am I aware of any matters, that are likely to affect my independence or impartiality or that might create a reasonable apprehension of bias or an appearance of impropriety as follows:

I recognize that, once appointed, I have a continuing duty to make all reasonable efforts to become aware of any interest, relationship or matter within the scope of Part 3 of the Code of Conduct that may arise during any stage of the matter cited above and to disclose it in writing to the Secretariat, as and when I become aware of it.

Signature

Name (Typed)

Date

Annex 1718.3

Costs

1. An award of costs may be made only to a successful person in a panel proceeding and shall be at the discretion of the panel and determined in accordance with this annex.
2. A person may submit a statement of costs at the conclusion of the panel hearing.
3. In determining whether to award costs, the panel shall consider the conduct of the person during the panel proceeding.
4. In determining the amount of costs, the panel shall consider the statement of costs submitted by the person and, as well, the reasonableness of the costs based on the complexity of the complaint and the duration of the panel proceeding.
5. In no event shall costs exceed the following tariff:
 - (a) counsel or agent's fees relating to preparation for the hearing, to a maximum of: \$12,500.00;
 - (b) counsel or agent's fees related to attendance at the hearing for each of the first five days, to a maximum per day of: \$2,000.00;

and thereafter for each day up to 10 days, to a maximum per day of: \$1,500;
 - (c) reasonable fees and disbursements of experts, to a maximum of: \$12,500.00;
 - (d) reasonable charges for postage, courier services and disbursements, including travel expenses.
6. The Parties shall establish rates for the tariff items set out in paragraph 5 before the date of entry into force of this Agreement.