

CHAPTER 18

DISPUTE SETTLEMENT

ARTICLE 18.1

Objective

The objective of this Chapter is to avoid and settle any dispute between the Parties concerning the interpretation or application of this Agreement, with a view to arrive at, where possible, a mutually agreed solution.

ARTICLE 18.2

Scope

Except as otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of the provisions of this Agreement and the decisions adopted by the Joint Committee, or wherever a Party considers that:

- (a) A measure of another Party is inconsistent with the obligations under this Agreement; or
- (b) Another Party has otherwise failed to carry out its obligations under this Agreement.

ARTICLE 18.3

Definitions

For the purposes of this Chapter:

- (a) "arbitration panel" means a panel established pursuant to Article 18.9 (Composition and establishment of a panel);
- (b) "complaining party" means a Party that requests the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure);
- (c) "disputing party" means a complaining party or a responding party; and
- (d) "responding party" means a Party that has been complained against pursuant to Article 18.8 (Initiation of arbitration procedure);

ARTICLE 18.4

Choice of forum

1. Where a dispute regarding the same matter arises under the scope provided in Article 18.2 (Scope) and under the WTO Agreement or under any other agreement to which the disputing parties are party, the complaining party may select the forum in which to settle the dispute¹.
2. Once the complaining party has selected a particular forum for a dispute, the forum selected shall be used to the exclusion of other possible *fora* for that dispute.
3. For the purposes of this Article:
 - (a) Dispute settlement procedures under the WTO Agreement are deemed to be selected by a Party's request for the establishment of a panel pursuant to Article 6 (Establishment of Panels) of the DSU;
 - (b) Dispute settlement procedures under any other agreement to which the disputing parties are party are deemed to be selected by a Party's request for the establishment of a dispute settlement panel or tribunal in accordance with the provisions of that agreement; and

¹ For greater certainty, a dispute concerns the same matter where it involves the same parties to the dispute and refers to the same measure.

(c) Dispute settlement procedures under this Chapter are deemed to be selected by a Party's request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure).

4. Without prejudice to paragraphs 1 and 2, nothing in this Agreement shall preclude a Party from suspending obligations authorized by the Dispute Settlement Body of the WTO or authorized under the dispute settlement procedure of another international agreement to which the disputing parties are party. The WTO Agreement or other international agreement between the Parties shall not be invoked to preclude a Party from suspending obligations under this Chapter.

ARTICLE 18.5

Parties

1. For the purposes of this Chapter, Singapore, MERCOSUR or one or more of the Signatory MERCOSUR States may be disputing parties.
2. Singapore may initiate a dispute settlement proceeding against one or more of the Signatory MERCOSUR States. In case of a measure of MERCOSUR, Singapore may also initiate a dispute settlement proceeding against MERCOSUR.
3. MERCOSUR may initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns MERCOSUR as a whole or all of the Signatory MERCOSUR States.
4. One or more Signatory MERCOSUR States may individually initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns such individual Signatory MERCOSUR State(s).

5. When MERCOSUR has requested the establishment of a panel pursuant to Article 18.8 (Initiation of arbitration procedure), a Signatory MERCOSUR State shall not initiate another proceeding on the same matter in any other possible *fora*.

ARTICLE 18.6

Consultations

1. The Parties shall at all times endeavour to agree on the interpretation and application of the provisions of this Agreement and to resolve any dispute thereof by entering into consultations in good faith with the aim of reaching a mutually agreed solution.
2. A Party shall seek consultations, by means of a written request to another Party, and shall give the reasons for the request, including identification of the measures at issue, the applicable provisions of the Agreement referred to in Article 18.2 (Scope), and the reasons for the applicability of such provisions.
3. Consultations shall be held no later than 30 (thirty) days after the date of receipt of the request for consultations, and shall be deemed concluded 60 (sixty) days after the date of receipt of the request, unless the consulting Parties agree otherwise. Consultations on matters of urgency, including those regarding perishable goods, shall be held no later than 15 (fifteen) days after the date of receipt of the request, and shall be deemed concluded 30 (thirty) days after the date of receipt of the request, unless the consulting Parties agree otherwise.
4. Consultations may be held in person or by any technological means available to the consulting Parties. If consultations are held in person, they shall be held in the territory of the Party to which the request for consultations was made, unless the consulting Parties agree otherwise. Consultations shall be confidential, and without prejudice to the rights of the consulting Parties in any further proceedings.
5. If the Party to which the request is made does not respond to the request for consultations within 10 (ten) days after the date of its receipt, or if consultations are not held within the

timeframes laid down in paragraph 3, or if consultations have been concluded and no mutually agreed solution has been reached, or if the Party to which the request was made has failed to comply with the mutually agreed solution reached, the Party which requested consultations may request the establishment of an arbitration panel in accordance with Article 18.8 (Initiation of arbitration procedure).

ARTICLE 18.7

Joint Committee intervention

1. If a Party considers that another Party has taken a measure inconsistent with this Agreement, it may request the intervention of the Joint Committee.
2. Any request to the Joint Committee shall be submitted in writing and shall give the reasons for the request, including the identification of the measures at issue and the provisions concerned.
3. The Joint Committee shall meet within 30 (thirty) days after all the Parties have received the request referred to in paragraph 2. After having heard the arguments of the Parties referred to in paragraph 1, the Joint Committee may issue a recommendation to reach a mutually satisfactory solution on the matter referred to it.
4. The Joint Committee meeting may be held in person or by any other means mutually agreed by the Parties. In case of an in-person meeting, it shall be held in the territory of the Party that has taken the measure referred to in paragraph 1, unless the Parties agree otherwise.
5. The Joint Committee's meeting shall be confidential.
6. This Article shall be without prejudice to the rights of a Party to initiate an arbitration procedure.

ARTICLE 18.8

Initiation of arbitration procedure

A request for the establishment of an arbitration panel shall be made in writing to the Party complained against. The complaining party shall identify in its request the specific measures or other matters at issue, and a summary of the legal basis of the complaint in a manner sufficient to present the problem clearly. The complaining party shall also indicate if consultations took place pursuant to Article 18.6 (Consultations) and the outcome of such consultations.

ARTICLE 18.9

Composition and establishment of the arbitration panel

1. An arbitration panel shall be composed of 3 (three) arbitrators, in accordance with the following provisions:
 - (a) Within a period of 20 (twenty) days after the date of delivery of the request for the establishment of a panel under Article 18.8 (Initiation of arbitration procedure), the complaining party or parties, on the one hand, and the responding party or parties, on the other, shall each appoint an arbitrator and present a list of 4 (four) non-national individuals who are willing to serve as the third arbitrator.
 - (b) If the complaining party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the dispute settlement proceedings shall lapse at the end of that period.
 - (c) If the responding party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the first arbitrator shall appoint the second arbitrator from the list submitted by the complaining party or parties in subparagraph (a), within 10 (ten) days after the end of that period specified in subparagraph (a).
 - (d) For the appointment of the third arbitrator, who shall serve as chairperson:

- (i) the disputing parties shall endeavour to agree on the appointment of a chairperson, taking into account the lists presented pursuant to subparagraph (a);
 - (ii) if the disputing parties fail to appoint a chairperson under subparagraph (d)(i) within 15 (fifteen) days after the appointment of the second arbitrator, the two appointed arbitrators shall, within 10 (ten) days thereafter, by agreement, appoint the chairperson taking into account the lists submitted under subparagraph (a);
 - (iii) if the two appointed arbitrators fail to appoint the chairperson under subparagraph (d)(ii), the chairperson shall, within 10 (ten) days after the timeframes specified in subparagraph (d)(ii), be appointed by lot in the presence of the disputing parties from the roster established in paragraph 4.
2. The date of establishment of the arbitration panel shall be the date on which the last of the three arbitrators is appointed.
3. Any person appointed as arbitrator shall have expertise or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements. An arbitrator shall be chosen strictly on the bases of objectivity, reliability, sound judgment and independence, and shall conduct himself or herself on these bases throughout the course of the arbitration proceedings and in accordance with Annex 18-B (Code of Conduct). Additionally, the chairperson shall have expertise or experience in law and in at least one of the matters under dispute. The chairperson shall not be a national of, have his or her usual place of residence in the territory of, or be employed by, any State Party and any nationals of the State Parties.
4. At the first meeting of the Joint Committee under Article 19.1 (Joint Committee), the Parties shall establish the roster to be used for the selection of arbitrators pursuant to subparagraph (d)(iii) of paragraph 1. The roster shall consist of at least 6 (six) and up to 12 (twelve) individuals selected from the WTO indicative list of individuals established pursuant to Article 8 (Composition of Panels) of the DSU, unless the Parties agree otherwise. The Parties shall appoint individuals to the roster by consensus, with Singapore, on the one hand, and MERCOSUR and the Signatory MERCOSUR States for which this Agreement is in force collectively, on the other hand, appointing

an equal number of individuals to the roster. Once established, the roster shall be in effect for the Parties. The roster may be reviewed by the Joint Committee and shall be reviewed whenever this Agreement enters into force for a Signatory MERCOSUR State. If at any time a roster member is no longer willing or available to serve, the Parties may appoint a replacement.

5. If any arbitrator appointed pursuant to this Article resigns or becomes unable to participate in the proceeding, or is removed, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator. In such a case, the work of the arbitration panel shall be suspended for a period beginning on the date the original arbitrator resigns, becomes unable to participate in the proceeding, or is removed and all timeframes applicable to the arbitration panel proceedings shall be extended by the amount of time for which the work of the arbitration panel is suspended. The work of the arbitration panel shall resume on the date the successor is appointed. The successor shall have all the powers and duties of the original arbitrator.

ARTICLE 18.10

Consolidation of proceedings

1. If an arbitration panel has been established pursuant to Article 18.9 (Composition and establishment of the arbitration panel) and another request is made for the establishment of an arbitration panel related to the same dispute, a single arbitration panel shall be established, whenever feasible.
2. The single arbitration panel shall organise its examination and present its findings to the disputing parties in a manner that the rights which the disputing parties would have enjoyed had separate arbitration panels examined the complaints are in no way impaired.
3. If more than one arbitration panel is established to examine the complaints related to the same dispute, the disputing parties shall endeavour to ensure that the same persons serve as arbitrators for each panel.

ARTICLE 18.11

Terms of reference

Unless the disputing parties otherwise agree no later than 20 (twenty) days after the date of receipt of the request for the establishment of the arbitration panel, the terms of reference of the arbitration panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure), and issue a written interim report and a final arbitral award, as provided in Article 18.13 (Interim report and final arbitral award) for the resolution of the dispute."

ARTICLE 18.12

Proceedings of the arbitration panel

1. The arbitration panel shall meet in closed session, unless the disputing parties decide otherwise.
2. The disputing parties shall be given an equal opportunity to provide at least one written submission and to attend any of the presentations, statements or rebuttals in the proceedings. All written submissions or information submitted by a disputing party to the arbitration panel, including any comments on the interim report and responses to questions put by the arbitration panel, shall be made available to the other disputing party.
3. A disputing party asserting that a measure of the other disputing party is inconsistent with this Agreement shall have the burden of establishing such inconsistency. A disputing party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

4. Without prejudice to Article 18.17 (Suspension and termination of arbitration procedure), the arbitration panel may, if requested by a disputing party and after consulting with the other disputing party, provide adequate opportunities for the development of a mutually agreed solution.

5. The arbitration panel shall make every effort to take any decision by consensus. Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. The arbitrators shall not issue dissenting or separate opinions and shall maintain confidentiality as regards the voting.

6. At the request of a disputing party, or upon its own initiative, the arbitration panel may obtain information from any source it deems appropriate for the arbitration panel proceedings. The arbitration panel may also seek the opinion of experts as it deems appropriate. The arbitration panel shall consult the disputing parties before choosing such experts. Any information obtained in this manner shall be disclosed to the disputing parties and submitted for their comments. The opinions of experts as well as information obtained from any relevant source shall be non-binding.

7. The deliberations of the arbitration panel and the documents submitted to it shall be kept confidential.

8. Notwithstanding paragraph 7, a disputing party may make public statements as to its views regarding the dispute, but shall treat as confidential any information and written submissions submitted by the other disputing party to the arbitration panel which the other disputing party has designated as confidential. Where a disputing party has provided information or written submissions designated as confidential, that disputing party shall, no later than 30 (thirty) days after a request by the other disputing party, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

ARTICLE 18.13

Interim report and final arbitral award

1. The arbitration panel shall issue an interim report to the disputing parties setting out:

- (a) A summary of the submissions and arguments of the disputing parties;
- (b) The findings of fact;
- (c) Its determination as to the interpretation or application of the provisions of this Agreement, or whether the measure at issue is inconsistent with the obligations of this Agreement, or whether a Party has otherwise failed to carry out its obligations under this Agreement, or any other determination requested in the terms of reference to the extent necessary for the resolution of the dispute;
- (d) If there is a determination of inconsistency, its recommendation that the responding party bring the measure into conformity with the obligations under this Agreement and, if the disputing parties agree, on the means to resolve the dispute; and
- (e) The reasons for the findings and determinations,

no later than 90 (ninety) days after the date of establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its interim report. Under no circumstances should the arbitration panel issue its interim report later than 120 (one hundred and twenty) days after the date of its establishment.

2. Any disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within 30 (thirty) days after its issuance. After considering any written comments by the disputing parties on the interim report, the arbitration panel may modify its report and make any further examination it considers appropriate.

3. The arbitration panel shall issue its final arbitral award to the disputing parties no later than 150 (one hundred and fifty) days after the date of the establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its final arbitral award. Under no circumstances should the arbitration panel

issue its final arbitral award later than 180 (one hundred and eighty) days after the date of its establishment. The final arbitral award shall set out the matters listed in paragraph 1, include a sufficient discussion of the arguments made at the interim review stage, and address clearly the written comments of the disputing parties.

4. In cases of urgency, including those involving perishable goods:
 - (a) The arbitration panel shall make every effort to issue its interim report and final arbitral award to the disputing parties within half of the respective time periods under paragraphs 1 and 3. Under no circumstances should the arbitration panel issue its final arbitral award later than 90 (ninety) days after the date of its establishment; and
 - (b) A disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within half of the time period set out in paragraph 2.
5. The final arbitral award of the arbitration panel shall be final and binding on the disputing parties, and shall not create any rights in favour of, or impose any obligations on, any person².
6. The disputing parties shall make the final arbitral award publicly available in its entirety, unless the disputing parties decide, by mutual agreement, not to make public parts thereof which contain confidential information.

ARTICLE 18.14

Implementation of the final arbitral award

1. Each disputing party shall comply in good faith with the final arbitral award of the arbitration panel. If, in its final arbitral award, the arbitration panel determines that a measure at issue is inconsistent with the obligations of this Agreement, or that the responding party has otherwise

² For greater certainty, nothing in the final arbitral award may add to or diminish the rights and obligations of the Parties under this Agreement.

failed to carry out its obligations under this Agreement, the responding party shall, whenever possible, eliminate the non-conformity with this Agreement.

2. No later than 30 (thirty) days after the issuance of the final arbitral award, the responding party shall notify the complaining party of the time it will require to comply with the final arbitral award (hereinafter referred to as the "reasonable period of time"), if immediate compliance is not practicable. The disputing parties shall endeavour to agree on the reasonable period of time.

3. If the disputing parties fail to agree on the reasonable period of time within a period of 45 (forty-five) days after the issuance of the final arbitral award, a disputing party may, no later than 50 (fifty) days after the issuance of the final arbitral award, request in writing to the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other disputing party. The original arbitration panel shall issue its determination to the disputing parties no later than 20 (twenty) days after the date of the submission of the request.

4. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination on the length of the reasonable period of time shall be no later than 35 (thirty-five) days³ after the date of the submission of the request referred to in paragraph 3.

5. The responding party shall inform the complaining party in writing of its progress to comply with the final arbitral award at least 30 (thirty) days before the expiry of the reasonable period of time.

6. The reasonable period of time may be extended by mutual agreement of the disputing parties.

7. The responding party shall notify the complaining party before the end of the reasonable period of time of any measure that it has taken to comply with the final arbitral award.

³ For greater certainty, the period of 35 (thirty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

8. In the event of a disagreement between the disputing parties concerning the existence or the consistency of any measure notified under paragraph 7 with the provisions referred to in Article 18.2 (Scope), the complaining party may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the responding party, and shall identify any specific measure at issue and explain why that measure does not comply with the provisions referred to in Article 18.2 (Scope) in a manner sufficient to present the disagreement clearly. The original arbitration panel shall issue to the disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request.

9. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty) days⁴ after the date of the submission of the request referred to in paragraph 8.

ARTICLE 18.15

Compensation and suspension of concessions or other obligations

1. If the responding party fails to notify any measure taken to comply with the final arbitral award in accordance with Article 18.14(7) (Implementation of the final arbitral award), or if the arbitration panel determines that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope), the responding party shall enter into negotiations with the complaining party, with a view to reaching a mutually acceptable agreement on compensation.

2. If the disputing parties fail to agree on compensation within 30 (thirty) days after:

(a) The expiry of the reasonable period of time referred to in Article 18.14(7); or

⁴ For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

- (b) The issuance of an arbitration panel determination that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope),

as the case may be, the complaining party shall be entitled, upon notification to the responding party, to suspend concessions or obligations arising from any provision referred to in Article 18.2 (Scope) at a level equivalent to the nullification or impairment caused by the violation. The notification shall specify the level of concessions or other obligations that the complaining party intends to suspend and indicate the reasons on which the suspension is based. The complaining party may begin implementing the suspension 20 (twenty) days after the delivery of its notification to the responding party, subject to paragraph 4.

3. In considering what concessions or other obligations to suspend pursuant to paragraph 2:

- (a) The complaining party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the final arbitral award of the arbitration panel referred to in Article 18.13 (Interim report and final arbitral award) has found an inconsistency with the obligations under this Agreement;
- (b) If the complaining party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may suspend concessions or other obligations with respect to other sector(s), indicating the reasons that justify its decision; and
- (c) The complaining party will take into consideration those concessions or other obligations the suspension of which would least disturb the functioning of this Agreement.

4. If the responding party considers that the concessions or other obligations that the complaining party intends to suspend are manifestly excessive or that there is no reasonable justification to apply the suspension of concessions according to subparagraph (b) of paragraph 3, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified to the complaining party before the expiry of the 20-day (twenty-day) period referred to in paragraph 2. The complaining party shall submit to the original arbitration panel the methodology used to calculate the level of the suspension of concessions or other

obligations within the timeframe stipulated by the original arbitration panel. The original arbitration panel having sought, if appropriate, the opinion of experts according to Article 18.12(6) (Proceedings of the arbitration panel) shall issue to the disputing parties its determination on the level of the suspension of concessions or other obligations and on the reasons indicated by the complaining party to suspend concessions according to subparagraph (b) of paragraph 3 no later than 30 (thirty) days after the date of the submission of the request. Concessions or other obligations shall not be suspended until the arbitration panel has issued its determination, and any suspension shall be consistent with the arbitration panel's determination.

5. In the event that any member of the original arbitration panel is no longer available, the procedures laid down in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 45 (forty-five) days⁵ after the date of the submission of the request referred to in paragraph 4.

6. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 are temporary measures. Neither compensation nor suspension is preferred to full elimination of any non-conformity with this Agreement as determined in the final arbitral award of the arbitration panel. Any suspension shall only be applied until such time as the non-conformity is fully eliminated, or the non-conformity is determined in accordance with Article 18.16 (Compliance review) to have been eliminated, or the disputing parties have otherwise reached a mutually satisfactory solution.

Article 18.16

Compliance review

1. If the responding party considers that it has eliminated the non-conformity with this Agreement as originally determined by the arbitration panel's final arbitral award, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the complaining party. The original arbitration panel shall issue to the

⁵ For greater certainty, the period of 45 (forty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request. If the arbitration panel determines that the responding party has eliminated the non-conformity with the provisions referred to in Article 18.2 (Scope), the complaining party shall cease to apply any suspension of concessions or other obligations that it has implemented.

2. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty)⁶ days after the date of the submission of the request referred to in paragraph 1.

ARTICLE 18.17

Suspension and termination of arbitration procedures

1. The arbitration panel shall, at the written request of both disputing parties, suspend its work at any time for a period agreed by the disputing parties, not exceeding 12 (twelve) months, and shall resume its work at the end of the agreed period at the written request of the complaining party, or before the end of this agreed period at the written request of both disputing parties. If the complaining party does not request the resumption of the arbitration panel's work before the expiry of the agreed suspension period, the dispute settlement procedures initiated under this Chapter shall be deemed terminated, unless the disputing parties agree otherwise.

2. The disputing parties may, at any time, agree in writing to terminate the dispute settlement procedures initiated under this Chapter.

ARTICLE 18.18

Rules of procedure

⁶ For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

Dispute settlement procedures under this Chapter shall be governed by Annex 18-A (Rules of Procedure for Arbitration).

ARTICLE 18.19

Rules of interpretation

The arbitration panel shall interpret the provisions referred to in Article 18.2 (Scope) in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969 (hereinafter referred to as the "Vienna Convention")

ARTICLE 18.20

Expenses

The costs of arbitration shall be borne by the disputing parties in equal shares, unless otherwise agreed by the disputing parties. Each disputing party shall bear its own expenses and legal costs.

ARTICLE 18.21

Time limits

1. All time limits laid down in this Chapter shall be counted in calendar days, the first day being the day following the act or fact to which they refer, unless otherwise specified.
2. Any time limit referred to in this Chapter may be modified by mutual agreement of the disputing parties.