Article 211
Qualifications of Arbitrators

Arbitrators shall:

(a) have expertise or experience in law, international trade, other matters covered by this Agreement, or in the resolution of disputes arising under international trade agreements;

(b) be chosen strictly on the basis of objectivity, impartiality, reliability and sound judgment; and

(c) be independent of and not be affiliated with or take instructions from either Party.

Article 212
Functions of Arbitral Tribunals

1. The functions of the arbitral tribunal shall be:

(a) to make an objective assessment of the matter before it, including that of the facts of the case and the applicability of and conformity with this Agreement, and make the necessary findings and rulings for the resolution of the dispute; and

(b) to consult regularly with the Parties offering them equal opportunities for such consultations and provide adequate opportunities for the development of a mutually satisfactory resolution.

2. The arbitral tribunal may adopt additional rules and procedures consistent with the provisions of this Chapter.

Article 213
Proceedings of the Arbitral Tribunal

1. The Parties have the right to, at least, one hearing before the arbitral tribunal as well as the opportunity to provide initial and rebuttal written submissions. The Parties shall be given the opportunity to attend any of the presentations, statements or rebuttals in the proceedings.

2. The meetings of the arbitral tribunal, the hearing before it, the deliberations, as well as all the documents submitted to it, shall be kept confidential.

3. Notwithstanding paragraph 2, either Party may make public statements as to its views regarding the dispute, but shall treat as confidential, information and written submissions submitted by the other Party to the arbitral tribunal which that other Party has designated as confidential. Where a Party has provided information or written submissions designated to be confidential, the other Party may request a non-confidential summary of the information or written submissions which may be disclosed publicly. The Party to which such a request is made may agree to the request and submit such summary, or refuse the request without needing to ascribe any reasons or justification.

4. Unless otherwise agreed by the Parties within 10 days from the establishment of the arbitral tribunal, the terms of reference shall be:

"To examine, in light of the relevant provisions of this Agreement, the matter referred to it in the arbitral tribunal request and to issue the award."

5. Each Party shall bear the costs of the arbitrator appointed by it and its representation in the proceedings of the arbitral tribunal. The other costs of the arbitral tribunal shall be borne by the Parties in equal shares, unless otherwise agreed by the Parties.

6. The venue for the proceedings of the arbitral tribunal shall be decided by mutual consent of the Parties, failing which it shall alternate between the Parties.

7. The language of the proceedings and the documents submitted to and produced by the tribunal, including the award, shall be English. Accordingly, the Parties shall present written submissions as well as oral arguments in English.

8. Any information or written submissions presented by a Party to the arbitral tribunal, including responses to questions raised by the arbitral tribunal, shall be made available to the other Party.