EUROPEAN
COMMISSION

Strasbourg, 5.7.2016
COM(2016) 444 final

ANNEX 4

ANNEX

to the

Proposal for a Council Decision

on the signing on behalf of the European Union of the Comprehensive Economic and Trade Agreement between Canada of the one part, and the European Union and its Member States, of the other part

ANNEX 20-A

Part A

Geographical Indications Identifying a Product Originating in the European Union

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
České pivo		beer	Czech Republic
Žatecký Chmel		hops	Czech Republic
Hopfen aus der Hallertau		hops	Germany
Nürnberger Bratwürste**		fresh, frozen and processed meats	Germany
Nürnberger Rostbratwürste		fresh, frozen and processed meats	Germany
Schwarzwälder Schinken		fresh, frozen and processed meats	Germany
Aachener Printen		confectionery and baked products	Germany

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Nürnberger Lebkuchen		confectionery and baked products	Germany
Lübecker Marzipan		confectionery and baked products	Germany
Bremer Klaben		confectionery and baked products	Germany
Hessicher Handkäse		cheeses	Germany
Hessicher Handkäs		cheeses	Germany
Terttnanger Hopfen		hops	Germany
Spreewälder Gurken		fresh and processed vegetable products	Germany
Danablu		cheeses	Denmark
Ελιά Καλαμάτας	Elia Kalamatas	table and processed olives	Greece
Μαστίχα Χίου	Masticha Chiou	confectionery and baked products	Greece
Φέτα*	Feta	cheeses	Greece

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Ελαιόλαδο Καλαμάτας	Kalamata olive oil	oils and animal fats	Greece
Ελαιόλαδο Κολυμβάρι Χανίων Κρήτης	Kolymvari Chanion Kritis Olive Oil	oils and animal fats	Greece
Ελαιόλαδο Σητείας Λασιθίου Κρήτης	Sitia Lasithiou Kritis Olive oil	oils and animal fats	Greece
Ελαιόλαδο Λακωνία	Olive Oil Lakonia	oils and animal fats	Greece
Κρόκος Κοζάνης	Krokos Kozanis	spices	Greece
Κεφαλογραβιέρα	Kefalograviera	cheeses	Greece
Γραβιέρα Κρήτης	Graviera Kritis	cheeses	Greece
Γραβιέρα Νάξου	Graviera Naxou	cheeses	Greece
Μανούρι	Manouri	cheeses	Greece
Κασέρι	Kasseri	cheeses	Greece
Φασόλια Γίγαντες Ελέφαντες Καστοριάς	Fassolia Gigantes Elefantes Kastorias	fresh and processed vegetable products	Greece
Φασόλια Γίγαντες Ελέφαντες Πρεσπών	Fassolia Gigantes Elefantes Prespon Florinas	fresh and processed vegetable products	Greece

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Κονσερβολιά Αμφίσσης	Konservolia Amfissis	table and processed olives	Greece
Λουκούμι Γεροσκήπου	Loukoumi Geroskipou	confectionery and baked products	Cyprus
Baena		oils and animal fats	Spain
Sierra Mágina		oils and animal fats	Spain
Aceite del Baix Ebre-Montsía		oils and animal fats	Spain
Oli del Baix Ebre-Montsía		oils and animal fats	Spain
Aceite del Bajo Aragón		oils and animal fats	Spain
Antequera		oils and animal fats	Spain
Priego de Córdoba		oils and animal fats	Spain
Sierra de Cádiz		oils and animal fats	Spain
Sierra de Segura		oils and animal fats	Spain
Sierra de Cazorla		oils and animal fats	Spain

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Siurana		oils and animal fats	Spain
Aceite de Terra Alta		oils and animal fats	Spain
Oli de Terra Alta		oils and animal fats	Spain
Les Garrigues		oils and animal fats	Spain
Estepa		oils and animal fats	Spain
Guijuelo		fresh, frozen and processed meats	Spain
Jamón de Huelva		fresh, frozen and processed meats	Spain
Jamón de Teruel		fresh, frozen and processed meats	Spain
Salchichón de Vic		fresh, frozen and processed meats	Spain
Llonganissa de Vic		fresh, frozen and processed meats	Spain

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Mahón-Menorca		cheeses	Spain
Queso Manchego		cheeses	Spain
Cítricos Valencianos		fresh and processed fruits and nuts	Spain
Cîtrics Valancians		fresh and processed fruits and nuts	Spain
Jijona		confectionery and baked products	Spain
Turrón de Alicante		confectionery and baked products	Spain
Azafrán de la Mancha		spices	Spain
Comté		cheeses	France
Reblochon		cheeses	France
Reblochon de Savoie		cheeses	France
Roquefort		cheeses	France
Camembert de Normandie		cheeses	France

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Brie de Meaux		cheeses	France
Emmental de Savoie		cheeses	France
Pruneaux d'Agen		fresh and processed fruits and nuts	France
Pruneaux d'Agen mi-cuits		fresh and processed fruits and nuts	France
Huîtres de Marennes-Oléron		fresh, frozen and processed fish products	France
Canards à foie gras du Sud-Ouest: Chalosse		fresh, frozen and processed meats	France
Canards à foie gras du Sud-Ouest: Gascogne		fresh, frozen and processed meats	France
Canards à foie gras du Sud-Ouest: Gers		fresh, frozen and processed meats	France
Canards à foie gras du Sud-Ouest: Landes		fresh, frozen and processed meats	France
Canards à foie gras du Sud-Ouest: Périgord		fresh, frozen and processed meats	France

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Canards à foie gras du Sud-Ouest: Quercy		fresh, frozen and processed meats	France
Jambon de Bayonne***		dry-cured meats	France
Huile d'olive de Haute-Provence		oils and animal fats	France
Huile essentielle de lavande de Haute-Provence		essential oils	France
Morbier		cheeses	France
Epoisses		cheeses	France
Beaufort***		cheeses	France
Maroilles		cheeses	France
Marolles		cheeses	France
Munster *		cheeses	France
Munster Géromé		cheeses	France
Fourme d'Ambert		cheeses	France
Abondance		cheeses	France

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Bleu d'Auvergne		cheeses	France
Livarot		cheeses	France
Cantal		cheeses	France
Fourme de Cantal		cheeses	France
Cantalet		cheeses	France
Petit Cantal		cheeses	France
Tomme de Savoie		cheeses	France
Pont - L'Evêque		cheeses	France
Neufchâtel		cheeses	France
Chabichou du Poitou		cheeses	France
Crottin de Chavignol		cheeses	France
Saint-Nectaire		cheeses	France
Piment d'Espelette		spices	France
Lentille verte du Puy		fresh and processed vegetable products	France

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Aceto balsamico Tradizionale di Modena		vinegar	Italy
Aceto balsamico di Modena		vinegar	Italy
Cotechino Modena		fresh, frozen and processed meats	Italy
Zampone Modena		fresh, frozen and processed meats	Italy
Bresaola della Valtellina		fresh, frozen and processed meats	Italy
Mortadella Bologna		fresh, frozen and processed meats	Italy
Prosciutto di Parma		dry-cured meats	Italy
Prosciutto di S. Daniele		dry-cured meats	Italy
Prosciutto Toscano		dry-cured meats	Italy
Prosciutto di Modena		dry-cured meats	Italy
Provolone Valpadana		cheeses	Italy

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Taleggio		cheeses	Italy
Asiago*		cheeses	Italy
Fontina*		cheeses	Italy
Gorgonzola*		cheeses	Italy
Grana Padano		cheeses	Italy
Mozzarella di Bufala Campana		cheeses	Italy
Parmigiano Reggiano		cheeses	Italy
Pecorino Romano		cheeses	Italy
Pecorino Sardo		cheeses	Italy
Pecorino Toscano		cheeses	Italy
Arancia Rossa di Sicilia		fresh and processed fruits and nuts	Italy
Cappero di Pantelleria		fresh and processed fruits and nuts	Italy
Kiwi Latina		fresh and processed fruits and nuts	Italy

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Lenticchia di Castelluccio di Norcia		fresh and processed vegetable products	Italy
Mela Alto Adige		fresh and processed fruits and nuts	Italy
Südtiroler Apfel		fresh and processed fruits and nuts	Italy
Pesca e nettarina di Romagna		fresh and processed fruits and nuts	Italy
Pomodoro di Pachino		fresh and processed vegetable products	Italy
Radicchio Rosso di Treviso		fresh and processed vegetable products	Italy
Ricciarelli di Siena		confectionery and baked products	Italy
Riso Nano Vialone Veronese		cereals	Italy

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Speck Alto Adige		fresh, frozen and processed meats	Italy
Südtiroler Markenspeck		fresh, frozen and processed meats	Italy
Südtiroler Speck		fresh, frozen and processed meats	Italy
Veneto Valpolicella		oils and animal fats	Italy
Veneto Euganei e Berici		oils and animal fats	Italy
Veneto del Grappa		oils and animal fats	Italy
Culatello di Zibello		fresh, frozen and processed meats	Italy
Garda		fresh, frozen and processed meats	Italy
Lardo di Colonnata		fresh, frozen and processed meats	Italy
Szegedi téliszalámi		fresh, frozen and processed meats	Hungary

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Szegedi szalámi		fresh, frozen and processed meats	Hungary
Tiroler Speck		fresh, frozen and processed meats	Austria
Steirischer Kren		fresh and processed vegetable products	Austria
Steirisches Kürbiskernöl		oilseeds	Austria
Queijo S. Jorge		cheeses	Portugal
Azeite de Moura		oils and animal fats	Portugal
Azeites de Trás-os-Montes		oils and animal fats	Portugal
Azeite do Alentejo Interior		oils and animal fats	Portugal
Azeites da Beira Interior		oils and animal fats	Portugal
Azeites do Norte Alentejano		oils and animal fats	Portugal
Azeites do Ribatejo		oils and animal fats	Portugal

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Pêra Rocha do Oeste		fresh and processed fruits and nuts	Portugal
Ameixa d'Elvas		fresh and processed fruits and nuts	Portugal
Ananás dos Açores / S. Miguel		fresh and processed fruits and nuts	Portugal
Chouriça de carne de Vinhais		fresh, frozen and processed meats	Portugal
Linguiça de Vinhais		fresh, frozen and processed meats	Portugal
Chouriço de Portalegre		fresh, frozen and processed meats	Portugal
Presunto de Barrancos		fresh, frozen and processed meats	Portugal
Queijo Serra da Estrela		cheeses	Portugal
Queijos da Beira Baixa		cheeses	Portugal
Queijo de Castelo Branco		cheeses	Portugal

Indication	Transliteration (for information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)
Queijo Amarelo da Beira Baixa		cheeses	Portugal
Queijo Picante da Beira Baixa		cheeses	Portugal
Salpicão de Vinhais		fresh, frozen and processed meats	Portugal
Gouda Holland		cheeses	Netherlands
Edam Holland		cheeses	Netherlands
Kalix Löjrom		fresh, frozen and processed fish products	Sweden
Magiun de prune Topoloveni		fresh and processed fruits and nuts	Romania

Part B

Geographical Indications Identifying a Product Originating in Canada

Indication	Transliteration (For information purposes only)	Product Class	Place of Origin (Territory, Region or Locality)

ANNEX 20-B

TERMS REFERRED TO IN ARTICLES 20.19.11 AND 20.19.12

Part A

Valencia Orange
Orange Valencia
Valencia
Black Forest Ham
Jambon Forêt Noire
Tiroler Bacon[1]
Bacon Tiroler[1]
Parmesan
St. George Cheese
Fromage St-George[s]

Part B

The term "comté" in association with food products when used to refer to a county (for example "Comté du Prince-Edouard"; "Prince Edward County"; "Comté de Prescott-Russell"; "Prescott-Russell County").

The term "Beaufort" in association with cheese products, produced in the proximity of the geographical place called "Beaufort range", Vancouver Island, British Columbia.

_____

[1] The use of spelling variations in English or French shall be permitted, including "Tyrol", "Tiroler", "Tyroler", and "Tirolien".

ANNEX 20-C

PRODUCT CLASSES

1. **fresh, frozen and processed meats** means products falling under Chapter 2 and heading 16.01 or 16.02 of the Harmonized System.

2. **dry-cured meats** means dry cured meat products falling under Chapter 2 and heading 16.01 or 16.02 of the Harmonized System.

3. **hops** means products falling under heading 12.10 of the Harmonized System;

4. **fresh, frozen and processed fish products** means products falling under Chapter 3 and heading 16.03, 16.04 or 16.05 of the Harmonized System;

5. **butter** means products falling under heading 04.05 of the Harmonized System;

6. **cheeses** means products falling under heading 04.06 of the Harmonized System;

7. **fresh and processed vegetable products** means products falling under Chapter 7 of the Harmonized System and products containing vegetables falling under Chapter 20 of the Harmonized System;

8. **fresh and processed fruits and nuts** means products falling under Chapter 8 of the Harmonized System and products containing fruits or nuts falling under Chapter 20 of the Harmonized System;

9. **spices** means products falling under Chapter 9 of the Harmonized System;

10. **cereals** means products falling under Chapter 10 of the Harmonized System;

11. **products of the milling industry** means products falling under Chapter 11 of the Harmonized System;

12. **oilseeds** means products falling under Chapter 12 of the Harmonized System;

13. **beverages from plant extracts** means products falling under heading 13.02 of the Harmonized System;

14. **oils and animal fats** means products falling under Chapter 15 of the Harmonized System;

15. **confectionery and baked products** means products falling under heading 17.04, 18.06, 19.04, or 19.05 of the Harmonized System;

16. **pasta** means products falling under heading 19.02 of the Harmonized System;

17. **table and processed olives** means products falling under heading 20.01 or 20.05 of the Harmonized System;

18. **mustard paste** means products falling under sub-heading 2103.30 of the Harmonized System;

19. **beer** means products falling under heading 22.03 of the Harmonized System;

20. **vinegar** means products falling under heading 22.09 of the Harmonized System;

21. **essential oils** means products falling under heading 33.01 of the Harmonized System.

ANNEX 29-A

RULES OF PROCEDURE FOR ARBITRATION

Definitions and general provisions

1. For this Chapter and under these Rules:

adviser means a natural person retained by a Party to advise or assist that Party in connection with the arbitration proceeding;

arbitration panel means a panel established under Article 29.7;

arbitrator means a member of an arbitration panel established under Article 29.7;

assistant means a natural person who, under the terms of appointment of an arbitrator conducts research for or provides assistance to the arbitrator;

day means a calendar day, unless otherwise specified;

legal holiday means every Saturday and Sunday and any other day designated by a Party as a holiday for the purposes of these Rules;

representative of a Party means an employee or any natural person appointed by a government department or agency or any other public entity of a Party who represents the Party for the purposes of a dispute under this Agreement;

responding Party means the Party that is alleged to be in violation of the provisions referred to in Article 29.2; and

requesting Party means any Party that requests the establishment of an arbitration panel under Article 29.6;

2. The responding Party shall be in charge of the logistical administration of the arbitration proceedings, in particular the organisation of hearings, unless otherwise agreed. However, the Parties shall bear equally the administrative expenses of the arbitration proceedings as well as the remuneration and all travel, lodging and general expenses of the arbitrators and their assistants.

Notifications

3. Unless agreed otherwise, the Parties and the arbitration panel shall transmit a request, notice, written submission or other document by email, with a copy submitted on the same day by facsimile transmission, registered post, courier, delivery against receipt or any other means of telecommunication that provides a record of its sending. Unless proven otherwise, an email message shall be deemed to be received on the same date of its sending.

4. When communicating in writing, a Party shall provide an electronic copy of its communications to the other Party and to each of the arbitrators.

5. Minor errors of a clerical nature in a request, notice, written submission or other document related to the arbitration proceeding may be corrected by delivery of a new document clearly indicating the changes.

6. If the last day for delivery of a document falls on an official holiday or rest day in Canada or in the European Union, the document may be delivered on the next business day. No documents, notifications or requests of any kind shall be deemed to be received on a legal holiday.

7. Depending on the provisions under dispute, all requests and notifications addressed to the CETA Joint Committee in accordance with this Chapter shall also be copied to the other relevant institutional bodies.

Commencing the arbitration

8. Unless the Parties agree otherwise, they shall meet the arbitration panel within seven working days of its establishment in order to determine such matters that the Parties or the arbitration panel deem appropriate, including the remuneration and expenses to be paid to the arbitrators, which shall be in accordance with WTO standards. Remuneration for each arbitrator's assistant shall not exceed 50 per cent of the total remuneration of that arbitrator. Arbitrators and representatives of the Parties may take part in this meeting via telephone or video conference.

9. (a) Unless the Parties agree otherwise, within five working days of the date of 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 the Agreement, the matter referred to in the request for establishment of the arbitration panel, to rule on the compatibility of the measure in question with the provisions referred to in Article 29.2 and to make a ruling in accordance with Articles 29.10, 29.17 and 29.18."

(b) The Parties shall notify the agreed terms of reference to the arbitration panel within three working days of their agreement.

(c) The arbitration panel may rule on its own jurisdiction.

Initial submissions

10. The requesting Party shall deliver its initial written submission no later than 10 days after the date of establishment of the arbitration panel. The responding Party shall deliver its written counter-submission no later than 21 days after the date of delivery of the initial written submission.

Working of arbitration panels

11. The chairperson of the arbitration panel shall preside over all meetings. An arbitration panel may delegate to the chairperson authority to make administrative and procedural decisions.

12. Hearings shall take place in person. Unless otherwise provided in this Chapter and without prejudice to paragraph 30, the arbitration panel may conduct its other activities by any means, including telephone, facsimile transmissions or computer links.

13. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit its assistants to be present at its deliberations.

14. The drafting of any ruling shall remain the exclusive responsibility of the arbitration panel and must not be delegated.

15. Findings, determinations and recommendations of the arbitration panel under Articles 29.9 and 29.10 should be made by consensus, but if consensus is not possible then by a majority of its members.

16. Arbitrators may not issue separate opinions on matters not unanimously agreed.

17. Where a procedural question arises that is not covered by the provisions of Chapter Twenty-Nine (Dispute Settlement), the arbitration panel, after consulting with the Parties, may adopt an appropriate procedure that is compatible with those provisions and that ensures equal treatment between the Parties.

18. If the arbitration panel considers that there is a need to modify any time limit applicable in the proceedings or to make any other procedural or administrative adjustment as may be required for the fairness or efficiency of the proceedings, it shall inform the Parties in writing of the reasons for the modification or adjustment and of the period or adjustment needed. The arbitration panel may adopt such modification or adjustment after having consulted the Parties.

19. Any time limit referred to in this Chapter and in this Annex may be modified by mutual consent of the Parties. Upon request of a Party, the arbitration panel may modify the time limits applicable in the proceedings.

20. The arbitration panel shall suspend its work:

    (a) at the request of the requesting Party for a period specified in the request but not to exceed 12 consecutive months, and shall resume its work at the request of the requesting Party; or

    (b) after it has issued its interim report or in the case of a proceeding on a disagreement on equivalence under Article 29.14 or a proceeding under Article 29.15, only upon the request of both Parties for a period specified in the request, and shall resume its work at the request of either Party.

    If there is no request for the resumption of the arbitration panel's work by the end of the period specified in the request for suspension, the proceeding shall be terminated. The termination of the arbitration panel's work is without prejudice to the rights of the Parties in another proceeding on the same matter under Chapter Twenty-Nine (Dispute Settlement).

Replacement

21. If an arbitrator is unable to participate in the proceeding, withdraws, or must be replaced, a replacement shall be selected in accordance with Article 29.7.3.

22. Where a Party considers that an arbitrator does not comply with the requirements of the code of conduct of Annex 29-B ("Code of Conduct") and for this reason must be replaced, that Party shall notify the other Party within 15 days from the time it came to know of the circumstances underlying the arbitrator's non-compliance with the Code of Conduct.

23. Where a Party considers that an arbitrator other than the chairperson does not comply with the requirements of the Code of Conduct, the Parties shall consult and, if they so agree, replace the arbitrator and select a replacement following the procedure set out in Article 29.7.3.

    If the Parties fail to agree on the need to replace an arbitrator, any Party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final.

    If, pursuant to such a request, the chairperson finds that an arbitrator does not comply with the requirements of the Code of Conduct, she or he shall draw a new arbitrator by lot from the names on the list referred to in Article 29.8.1 and on which the original arbitrator was included. If the original arbitrator was chosen by the Parties pursuant to Article 29.7, the replacement shall be drawn by lot from the individuals proposed by the requesting Party and by the responding Party under Article 29.8.1. The selection of the new arbitrator shall be made within five working days of the date of the submission of the request to the chairperson of the arbitration panel.

24. Where a Party considers that the chairperson of the arbitration panel does not comply with the requirements of the Code of Conduct, the Parties shall consult and, if they so agree, shall dismiss the chairperson and select a replacement following the procedure set out in 29.7.3.

If the Parties fail to agree on the need to replace the chairperson, any Party may request that such matter be referred to the two remaining arbitrators. The decision by the arbitrators on the need to replace the chairperson shall be final.

If the arbitrators decide that the chairperson does not comply with the requirements of the Code of Conduct, they shall draw a new chairperson by lot among the remaining names on the list referred to in Article 29.8.1. The selection of the new chairperson shall be made within five working days of the date of the submission of the request referred to in this paragraph.

If the arbitrators cannot reach a decision within 10 days of the matter being referred to them, the procedure set out in Article 29.7 shall apply.

25. The arbitration proceedings shall be suspended for the period taken to carry out the procedure provided for in paragraphs 21 through 24.

Hearings

26. The chairperson shall fix the date and time of the hearing in consultation with the Parties and the other arbitrators, and confirm this in writing to the Parties. This information shall also be made publicly available by the Party in charge of the logistical administration of the proceeding, subject to paragraph 39.

27. Unless the Parties agree otherwise, the hearing shall be held in Brussels if the requesting Party is Canada and in Ottawa if the requesting Party is the European Union.

28. As a general rule there should be only one hearing. The arbitration panel may on its own initiative or on the request of a Party convene one additional hearing when the dispute involves issues of exceptional complexity. No additional hearing shall be convened for the procedures established under Articles 29.14 and 29.15, except in the case of a disagreement on compliance and equivalence.

29. All arbitrators shall be present during the entirety of the hearing.

30. The following persons may attend the hearing, irrespective of whether the proceeding is open to the public or not:

    (a) representatives of the Parties;

    (b) advisers to the Parties;

    (c) administrative staff, interpreters, translators and court reporters; and

    (d) arbitrators' assistants.

    Only the representatives of and advisers to the Parties may address the arbitration panel.

31. No later than five working days before the date of a hearing, each Party shall deliver to the arbitration panel and to the other Party a list of the names of natural persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.

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

    Argument

    (a) argument of the requesting Party

    (b) argument of the responding Party

    Rebuttal Argument

    (a) reply of the requesting Party

    (b) counter-reply of the responding Party

33. The arbitration panel may direct questions to either Party at any time during the hearing.

34. The arbitration panel, after having received the comments of the Parties, shall issue to the Parties a final transcript of each hearing.

35. Each Party may deliver to the arbitrators and to the other Party a supplementary written submission concerning any matter that arose during the hearing within 10 working days of the date of the hearing.

Questions in writing

36. The arbitration panel may at any time during the proceeding address questions in writing to one or both Parties. Each of the Parties shall receive a copy of any questions put by the arbitration panel.

37. Each Party shall also provide the other Party with a copy of its written response to the questions of the arbitration panel. Each Party shall be given the opportunity to provide written comments on the other Party's reply within five working days of the date of receipt.

Transparency and confidentiality

38. Subject to paragraph 39, each Party shall make its submissions publicly available and, unless the Parties decide otherwise, the hearings of the arbitration panel shall be open to the public.

39. The arbitration panel shall meet in closed session when the submission and arguments of a Party contain confidential business information. The Parties shall maintain the confidentiality of the arbitration panel hearings when they are held in closed session. Each Party and its advisers shall treat as confidential any information submitted by the other Party to the arbitration panel which that Party has designated as confidential. Where a Party's submission to the arbitration panel contains confidential information, that Party shall also provide, within 15 days, a non-confidential version of the submission that could be disclosed to the public.

Ex parte contacts

40. The arbitration panel shall not meet or contact a Party in the absence of the other Party.

41. No arbitrator may discuss any aspect of the subject-matter of the proceeding with a Party or the Parties in the absence of the other arbitrators.

Information and technical advice

42. Upon the request of a disputing Party, or on its own initiative, the arbitration panel may seek information and technical advice from any person or body that it deems appropriate, subject to any terms and conditions agreed by the Parties. Any information obtained in this manner must be disclosed to each Party and submitted for their comments.

Amicus curiae submissions

43. Non-governmental persons established in a Party may submit amicus curiae briefs to the arbitration panel in accordance with the following paragraphs.

44. Unless the Parties agree otherwise within five days of the date of the establishment of the arbitration panel, the arbitration panel may receive unsolicited written submissions, provided that they are made within 10 days of the date of the establishment of the arbitration panel, and in no case longer than 15 typed pages, including any annexes, and that they are directly relevant to the issue under consideration by the arbitration panel.

45. The submission shall contain a description of the person making the submission, whether natural or legal, including the nature of that person's activities and the source of that person's financing, and specify the nature of the interest that that person has in the arbitration proceeding. It shall be drafted in the languages chosen by the Parties in accordance with paragraphs 48 and 49.

46. The arbitration panel shall list in its ruling all the submissions it has received that conform to these Rules. The arbitration panel shall not be obliged to address in its ruling the arguments made in such submissions. The arbitration panel shall submit to the Parties for their comments any submission it obtains.

Urgent cases

47. In cases of urgency referred to in Article 29.11, the arbitration panel, after consulting the Parties, shall adjust the time limits referred to in these Rules as appropriate and shall notify the Parties of such adjustments.

Working language for the proceeding, translation and interpretation

48. During the consultations referred to in Article 29.7.2, and no later than the meeting referred to in paragraph 8, the Parties shall endeavour to agree on a common working language for the proceeding before the arbitration panel.

49. If the Parties are unable to agree on a common working language, each Party shall arrange for and bear the costs of the translation of its written submissions into the language chosen by the other Party. The responding Party shall arrange for the interpretation of oral submissions into the languages chosen by the Parties.

50. Arbitration panel rulings shall be issued in the language or languages chosen by the Parties.

51. Any costs incurred for translation of an arbitration panel ruling into the language or languages chosen by the Parties shall be borne equally by the Parties.

52. A Party may provide comments on the accuracy of any translated version of a document drawn up in accordance with these Rules.

Calculation of time limits

53. All time limits set out in this Chapter and in this Annex including the limits for the arbitration panels to notify their rulings, shall be counted in calendar days from the day following the act or fact to which they refer, unless otherwise specified.

54. Where, by reason of the application of paragraph 6, a Party receives a document on a date other than the date on which this document is received by the other Party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.

Other procedures

55. The time limits set out in these Rules shall be adjusted in line with the special time limits provided for the adoption of a ruling by the arbitration panel in the proceedings under Articles 29.14 and 29.15.

56. In the event that the original arbitration panel, or some of its arbitrators, are unable to reconvene for the proceedings established under Article 29.14 and 29.15, the procedure set out in Article 29.7 shall apply. The time limit for the notification of the ruling shall be extended by 20 days.

ANNEX 29-B

CODE OF CONDUCT FOR ARBITRATORS AND MEDIATORS

Definitions

1. For this Chapter and under this Code of Conduct:

   arbitrator means a member of an arbitration panel established under Article 29.7;

   assistant means a natural person who, under the terms of appointment of an arbitrator, conducts research or provides assistance to the arbitrator;

   candidate means an individual whose name is on the list of arbitrators referred to in Article 29.8 and who is under consideration for selection as an arbitrator under Article 29.7;

   mediator means a natural person who conducts a mediation in accordance with Article 29.5;

   proceeding, unless otherwise specified, means an arbitration proceeding;

   staff, in respect of an arbitrator, means natural persons under the direction and control of the arbitrator, other than assistants.

Responsibilities of candidates and arbitrators

2. Every candidate and arbitrator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement mechanism is preserved. Former arbitrators must comply with the obligations established in paragraphs 16 through 19.

Disclosure obligations

3. Prior to confirmation of her or his selection as an arbitrator under this Chapter, a candidate shall disclose any interest, relationship or matter that is likely to affect her or his independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of such interests, relationships and matters.

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

   (1) any financial interest of the candidate:

      (a) in the proceeding or in its outcome, and

      (b) in an administrative proceeding, a domestic court proceeding or another panel or committee proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;

   (2) any financial interest of the candidate's employer, partner, business associate or family member:

      (a) in the proceeding or in its outcome, and

      (b) in an administrative proceeding, a domestic court proceeding or another panel or committee proceeding that involves issues that may be decided in the proceeding for which the candidate is under consideration;

   (3) any past or existing financial, business, professional, family or social relationship with the interested parties in the proceeding, or their counsel, or such relationship involving a candidate's employer, partner, business associate or family member; and

   (4) public advocacy or legal or other representation concerning an issue in dispute in the proceeding or involving the same matters.

5. A candidate or arbitrator shall communicate matters concerning actual or potential violations of this Code of Conduct to the CETA Joint Committee for consideration by the Parties.

6. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of interests, relationships or matters referred to in paragraph 3 and shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator to disclose such interests, relationships or matters that may arise during all stages of the proceeding. The arbitrator shall disclose such interests, relationships or matters by informing the CETA Joint Committee promptly, in writing, for consideration by the Parties.

Duties of arbitrators

7. Upon selection an arbitrator shall be available to perform and shall perform her or his duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

8. An arbitrator shall consider only those issues raised in the proceeding and necessary for a ruling and shall not delegate this duty to any other person.

9. An arbitrator shall take all appropriate steps to ensure that her or his assistant and staff are aware of, and comply with, paragraphs 2 through 6, and 17 through 19.

10. An arbitrator shall not engage in *ex parte* contacts concerning the proceeding.

Independence and impartiality of arbitrators

11. An arbitrator shall avoid creating an appearance of bias and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party, or fear of criticism.

12. An arbitrator 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 her or his duties.

13. An arbitrator may not use her or his position on the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence her or him.

14. An arbitrator may not allow financial, business, professional, family or social relationships or responsibilities to influence her or his conduct or judgement.

15. An arbitrator must avoid entering into any relationship or acquiring any financial interest that is likely to affect her or his impartiality or that might reasonably create an appearance of impropriety or bias.

Obligations of former arbitrators

16. All former arbitrators must avoid actions that may create the appearance that they were biased in carrying out their duties or derived advantage from the decision or ruling of the arbitration panel.

Confidentiality

17. No arbitrator or former arbitrator shall at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in any case, disclose or use any such information to gain personal advantage or advantage for others or to adversely affect the interest of others.

18. An arbitrator shall not disclose an arbitration panel ruling or parts thereof prior to its publication in accordance with this Chapter.

19. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitration panel, or any member's view.

Expenses

20. Each arbitrator shall keep a record and render a final account of the time devoted to the procedure and of her or his expenses as well as the time and expenses of her or his assistant.

Mediators

21. This Code of Conduct applies, *mutatis mutandis*, to mediators.

ANNEX 29-C

RULES OF PROCEDURE FOR MEDIATION

Article 1

Objective

Further to Article 29.5, the objective of this Annex is to facilitate the finding of a mutually agreed solution through a comprehensive and expeditious procedure with the assistance of a mediator.

SECTION A

Mediation proceeding

Article 2

Initiation of the proceeding

1. A Party may request, at any time, that the Parties enter into a mediation proceeding. Such request shall be addressed to the other Party in writing. The request shall be sufficiently detailed to present clearly the concerns of the requesting Party and shall:

   (a) identify the specific measure at issue;

   (b) provide a statement of the alleged adverse effects that the requesting Party believes the measure has, or will have, on trade or investment between the Parties; and

   (c) explain how the requesting Party considers that those effects are linked to the measure.

2. The mediation proceeding may only be initiated by mutual consent of the Parties. When a Party requests mediation pursuant to paragraph 1, the other Party shall give good faith consideration to the request and reply in writing within 10 days of receiving it.

Article 3

Selection of the mediator

1. Upon the start of the mediation proceeding, the Parties shall agree on a mediator, if possible, no later than 15 days after the receipt of the reply to the request for mediation.

2. A mediator shall not be a citizen of either Party, unless the Parties agree otherwise.

3. The mediator shall assist, in an impartial and transparent manner, the Parties in bringing clarity to the measure and its possible trade effects, and in reaching a mutually agreed solution. Further to paragraph 21 of Annex 29-B, the Code of Conduct of Arbitrators and Mediators applies to mediators. Paragraphs 3 through 7 and 48 through 54 of the Rules of Procedure for Arbitration in Annex 29-A shall also apply, *mutatis mutandis*.

Article 4

Rules of procedure for mediation

1. Within 10 days after the appointment of the mediator, the Party requesting the mediation procedure shall present, in writing, a detailed description of the problem to the mediator and to the other Party, in particular of the operation of the measure at issue and its trade effects. Within 20 days after the date of delivery of this submission, the other Party may provide, in writing, its comments to the description of the problem. Either Party may include in its description or comments any information that it deems relevant.

2. The mediator may decide on the most appropriate way of bringing clarity to the measure concerned and its possible trade-related impact. In particular, the mediator may organise meetings between the Parties, consult the Parties jointly or individually, seek the assistance of or consult with relevant experts[1] and stakeholders and provide any additional support requested by the Parties. However, before seeking the assistance of or consulting with relevant experts and stakeholders, the mediator shall consult with the Parties.

3. The mediator may offer advice and propose a solution for the consideration of the Parties which may accept or reject the proposed solution or may agree on a different solution. However, the mediator may not advise or comment on the consistency of the measure at issue with this Agreement.

4. The procedure shall take place in the territory of the Party to which the request was addressed, or, by mutual consent of the Parties, in any other location or by any other means.

5. The Parties shall endeavour to reach a mutually agreed solution within 60 days from the appointment of the mediator. Pending a final agreement, the Parties may consider possible interim solutions, especially if the measure relates to perishable goods.

6. The solution may be adopted by means of a decision of the CETA Joint Committee. Mutually agreed solutions shall be made publicly available. However, the version disclosed to the public may not contain any information that a Party has designated as confidential.

7. On request of the Parties, the mediator shall issue to the Parties, in writing, a draft factual report, providing a brief summary of the measure at issue in the proceeding, the procedure followed and any mutually agreed solution reached as the final outcome of the proceeding, including possible interim solutions. The mediator shall provide the Parties 15 days to comment on the draft report. After considering the comments of the Parties submitted within the period, the mediator shall submit, in writing, a final factual report to the Parties within 15 days. The factual report shall not include any interpretation of this Agreement.

[1] A Party may not object to an expert being consulted in a dispute settlement proceeding under this Chapter or under the WTO Agreement solely on the ground that the expert has been consulted under this paragraph.

8. The proceeding shall be terminated:

(a) by the adoption of a mutually agreed solution by the Parties, on the date of adoption.

(b) by a written declaration of the mediator, after consulting with the Parties, that further efforts at mediation would be to no avail;

(c) by a written declaration of a Party after exploring mutually agreed solutions under the mediation proceeding and after having considered any advice and proposed solutions by the mediator. Such declaration may not be issued before the period set out in Article 4.5 has expired; or

(d) at any stage of the procedure by mutual agreement of the Parties.

SECTION B

Implementation

Article 5

Implementation of a mutually agreed solution

1. Where the Parties have agreed to a solution, each Party shall take the measures necessary to implement the mutually agreed solution within the agreed timeframe.

2. The implementing Party shall inform the other Party in writing of any steps or measures taken to implement the mutually agreed solution.

SECTION C

General provisions

Article 6

Confidentiality and relationship to dispute settlement

1. Unless the Parties agree otherwise, and without prejudice to Article 4.6, all stages of the proceeding, including any advice or proposed solution, are confidential. However, any Party may disclose to the public that mediation is taking place. The obligation of confidentiality does not extend to factual information already existing in the public domain.

2. The mediation proceeding is without prejudice to the Parties' rights and obligations under the provisions on Dispute Settlement in this Agreement or any other agreement.

3. Consultations are not required before initiating the mediation proceeding. However, a Party should normally avail itself of the other relevant cooperation or consultation provisions in this Agreement before initiating the mediation proceeding.

4. A Party shall not rely on or introduce as evidence in other dispute settlement proceedings under this Agreement or any other agreement, nor shall an arbitration panel take into consideration:

(a) positions taken by the other Party in the course of the mediation proceeding or information gathered under Article 4.2;

(b) the fact that the other Party has indicated its willingness to accept a solution to the measure subject to mediation; or

(c) advice given or proposals made by the mediator.

5. A mediator may not serve as a panellist in a dispute settlement proceeding under this Agreement or under the WTO Agreement involving the same matter for which she or he has been a mediator.

Article 7

Time limits

Any time limit referred to in this Annex may be modified by mutual consent between the Parties.

Article 8

Costs

1. Each Party shall bear its costs of participation in the mediation proceeding.

2. The Parties shall share jointly and equally the costs of organisational matters, including the remuneration and expenses of the mediator. Remuneration of the mediator shall be in accordance with that of the chairperson of an arbitration panel in paragraph 8 of Annex 29-A.

Article 9

Review

Five years after the date of entry into force of this Agreement, the Parties shall consult each other on the need to modify the mediation mechanism in light of the experience gained and the development of any corresponding mechanism in the WTO.

ANNEX 30-A

LIST OF BILATERAL INVESTMENT TREATIES BETWEEN CANADA AND MEMBER STATES OF THE EUROPEAN UNION

Agreement between the Government of the Republic of Croatia and the Government of Canada for the Promotion and Protection of Investments, done at Ottawa on 3 February 1997.

Agreement between the Czech Republic and Canada for the Promotion and Protection of Investments, done at Prague on 6 May 2009.

Agreement between the Government of the Republic of Hungary and the Government of Canada for the Promotion and Reciprocal Protection of Investments, done at Ottawa on 3 October 1991.

Agreement between the Government of the Republic of Latvia and the Government of Canada for the Promotion and Protection of Investments, done at Riga on 5 May 2009.

Exchange of Notes between the Government of Canada and the Government of the Republic of Malta Constituting an Agreement Relating to Foreign Investment Insurance, done at Valletta on 24 May 1982.

Agreement between the Government of the Republic of Poland and the Government of Canada for the Promotion and Reciprocal Protection of Investments, done at Warsaw on 6 April 1990.

Agreement between the Government of Romania and the Government of Canada for the Promotion and Reciprocal Protection of Investments, done at Bucharest on 8 May 2009.

Agreement between the Slovak Republic and Canada for the Promotion and Protection of Investments, done at Bratislava on 20 July 2010.

ANNEX 30-B

AMENDMENTS
TO THE 1989 ALCOHOLIC BEVERAGES AGREEMENT
AND THE 2003 WINES AND SPIRIT DRINKS AGREEMENT

SECTION A

Article 1 of the 1989 Alcoholic Beverages Agreement, as amended by Annex VIII to the 2003 Wines and Spirit Drinks Agreement, shall have the following definition added:

""competent authority" means a government or commission, board or other governmental agency of a Party that is authorised by law to control the sale of wines and distilled spirits."

SECTION B

Article 2.2(b) of the 1989 Alcoholic Beverages Agreement, as amended by Annex VIII to the 2003 Wines and Spirit Drinks Agreement, is replaced with:

"(b) requiring off site private wine store outlets in Ontario and British Columbia to sell only wines produced by Canadian wineries. The number of these off site private wine store outlets authorised to sell only wines produced by Canadian wineries in these provinces shall not exceed 292 in Ontario and 60 in British Columbia."

SECTION C

Article 4 of the 1989 Alcoholic Beverages Agreement, as amended by Annex VIII to the 2003 Wines and Spirit Drinks Agreement, is replaced with:

"Article 4

Commercial Treatment

1. Competent authorities shall, in exercising their responsibilities for the purchase, distribution and retail sale of products of the other Party, adhere to the provisions of GATT Article XVII concerning State trading enterprises, in particular to make any such decisions solely in accordance with commercial considerations and shall afford the enterprises of the other Party adequate opportunity, in accordance with customary business practice, to compete for participation in such purchases.

2. Each Party shall take all possible measures to ensure that an enterprise that has been granted a monopoly in the trade and sale of wines and spirit drinks within its territory does not use its monopoly position to engage, either directly or indirectly, including through its dealings with its parent, subsidiaries or other enterprises with common ownership, in the sale of wine and spirit drinks in a market outside the territory where the enterprise has a monopoly position that causes an anti-competitive effect causing an appreciable restriction of competition in that market."

SECTION D

Article 4a of the 1989 Alcoholic Beverages Agreement, as amended by Annex VIII to the 2003 Wines and Spirit Drinks Agreement, is replaced with:

"4a – Pricing

1. Competent authorities of the Parties shall ensure that any mark-up, cost of service or other pricing measure is non-discriminatory, applies to all retail sales and is in conformity with Article 2.

2. A cost of service differential may be applied to products of the other Party only in so far as it is no greater than the additional costs necessarily associated with the marketing of products of the other Party, taking into account additional costs resulting from, *inter alia*, delivery methods and frequency.

3. Each Party shall ensure that a cost of service is not applied to a product of the other Party on the basis of the value of the product.

4. The cost of service differential shall be justified in line with standard accounting procedures by independent auditors on the basis of an audit completed on the request of the other Party within one year of the entry into force of the 2003 Wines and Spirit Drinks Agreement and thereafter on request of that Party at intervals of not less than four years. The audits shall be made available to either Party within one year of a request being made.

5. Competent authorities shall update cost of service differential charges, as required, to reflect the commitment made in subparagraph 4a(2).

6. Competent authorities shall make available applicable cost of service differential charges through publicly accessible means, such as their official website.

7. Competent authorities shall establish a contact point for questions and concerns originating from the other Party with respect to cost of service differential charges. A Party will respond to a request from the other Party in writing within 60 days of the receipt of the request."

SECTION E

The 1989 Alcoholic Beverages Agreement, as amended by Annex VIII to the 2003 Wines and Spirit Drinks Agreement, is modified by adding Article 4b:

"Article 4b

Blending Requirements

Neither Party may adopt or maintain any measure requiring that distilled spirits imported from the territory of the other Party for bottling be blended with any distilled spirits of the importing Party."

SECTION F

The 2003 Wines and Spirit Drinks Agreement shall be amended as follows:

(a) Article 27.3 (Joint Committee), first indent, is replaced with "adopting amendments to the Annexes of this Agreement by means of a decision by the Joint Committee."

(b) Title VIII (Dispute settlement) is deleted;

(c) The last two sentences of Article 8.1 (Objection procedure) are replaced with "A Contracting Party may seek consultations as provided under Article 29.4 (Consultations) of the Canada-European Union Comprehensive Economic and Trade Agreement ("CETA"). If the consultations fail to resolve the matter, a Contracting Party may notify, in writing, the other Contracting Party of its decision to refer the issue to arbitration under Articles 29.6 through 29.10 of CETA."

(d) The chapeau of Article 9.2 (Modification of Annex I), is replaced with: "By way of derogation from paragraph 1, if a Contracting Party has invoked the objection procedure provided for in Article 8 (Objection procedure), the Contracting Parties shall act in accordance with the outcome of the consultations, unless the matter is referred to the arbitration procedure under Articles 29.6 through 29.10 of CETA, in which case:"

(e) A third paragraph is added to Article 9 (Modification of Annex I): "3. When Articles 29.6 through 29.10 of CETA are applied in the course of the procedure referred to in paragraph 2, they shall apply *mutatis mutandis*.

ANNEX 30-C

JOINT DECLARATION ON WINES AND SPIRITS

The Parties acknowledge the effort and progress that has been made on Wines and Spirits in the context of the negotiations of this Agreement. These efforts have led to mutually agreed solutions on a number of issues of high importance.

The Parties agree to discuss through the appropriate mechanisms, without delay and in view to find mutually agreed solutions, any other issue of concern related to Wines and Spirits, and notably the desire of the European Union to seek the elimination of the differentiation of provincial mark-ups applied on domestic wines and wines bottled in Canada in private wine outlets.

At the end of the fifth year following the entry into force of this Agreement, the Parties agree to review the progress made on the elimination of the differentiation referred to in the previous paragraph, based on the examination of all developments in the sector, including the consequences of any granting to third countries of a more favourable treatment in the framework of other trade negotiations involving Canada.

ANNEX 30-D

JOINT DECLARATION OF THE PARTIES ON COUNTRIES THAT HAVE ESTABLISHED A CUSTOMS UNION WITH THE EUROPEAN UNION

1. The European Union recalls the obligations of the countries that have established a customs union with the European Union to align their trade regime to that of the European Union, and for certain of them, to conclude preferential agreements with countries that have preferential agreements with the European Union.

2. In this context, Canada shall endeavour to start negotiations with the countries which,

   (a) have established a customs union with the European Union, and

   (b) whose goods do not benefit from the tariff concessions under this Agreement,

   with a view to conclude a comprehensive bilateral agreement establishing a free trade area in accordance with the relevant WTO Agreement provisions on goods and services, provided that those countries agree to negotiate an ambitious and comprehensive agreement comparable to this Agreement in scope and ambition. Canada shall endeavour to start negotiations as soon as possible with a view to have such an agreement enter into force as soon as possible after the entry into force of this Agreement.