

8. To the extent that a Tribunal's confidentiality order designates information as confidential and a Contracting Party's law on access to information requires public access to that information, the Contracting Party's law on access to information shall prevail. However, a Contracting Party should endeavour to apply its law on access to information so as to protect information designated confidential by the Tribunal.

II Participation by the Non-Disputing Contracting Party

1. The non-disputing Contracting Party shall be entitled, at its cost, to receive from the disputing Contracting Party a copy of:

- (a) the evidence that has been tendered to the Tribunal;
- (b) copies of all pleadings filed in the arbitration; and
- (c) the written argument of the disputing parties.

2. The non-disputing Contracting Party receiving information pursuant to paragraph 1 shall treat the information as if it were a disputing Contracting Party.

3. On written notice to the disputing parties, the non-disputing Contracting Party may make submissions to a Tribunal on a question of interpretation of this Agreement.

4. The non-disputing Contracting Party shall have the right to attend any hearings held under this Agreement, whether or not it makes submissions to the Tribunal.

III Submissions by a Non-Disputing Party

1. Any non-disputing party that is a person of a Contracting Party, or has a significant presence in the territory of a Contracting Party, that wishes to file a written submission with the Tribunal (the "applicant") shall apply for leave from the Tribunal to file such a submission, in accordance with the applicable Guidelines. The applicant shall attach the submission to the application.

2. The applicant shall serve the application for leave to file a non-disputing party submission and the submission on all disputing parties and the Tribunal.