

2. Hearings held under this Section shall be open to the public. The Tribunal may hold portions of hearings *in camera* to the extent necessary to ensure the protection of confidential information, including business confidential information.

3. A disputing party may disclose to other persons in connection with the arbitral proceedings such unredacted documents as it considers necessary for the preparation of its case, but it shall ensure that those persons protect the confidential information in such documents.

4. The Parties may share with officials of their respective federal and sub-national governments all relevant unredacted documents in the course of dispute settlement under this Agreement, but they shall ensure that those persons protect any confidential information in such documents.

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

## **ARTICLE 31**

### **Submissions by a non-disputing party**

A Tribunal shall have the authority to consider and accept written submissions from a person or entity that is not a disputing party and that has a significant interest in the arbitration. The Tribunal shall ensure that any non-disputing party submission does not disrupt the proceedings and does not unduly burden or unfairly prejudice either disputing party.

## **ARTICLE 32**

### **Governing Law**

1. A Tribunal established under this Section shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law. An interpretation by the Parties of a provision of this Agreement shall be binding on a Tribunal established under this Section, and any award under this Section shall be consistent with such interpretation.

2. Where a disputing Contracting Party asserts as a defence that the measure alleged to be a breach is within the scope of a reservation or an exception as set out in paragraph 1 of Article 16, or Annex 1 or Annex 2, on request of the disputing Contracting Party, the Tribunal shall request the interpretation of the Parties on the issue. Within 60 days of delivery of the request, the Parties shall submit in writing their interpretation to the Tribunal. The interpretation shall be binding on the Tribunal. If the Parties fail to submit an interpretation within 60 days, the Tribunal shall decide the issue.