

which the case is brought, the respondents' side shall designate an individual to serve as a member of the tribunal.

(c) In the event of failure by the respondents' side to make such a designation, the chairman of the panel, within ten days following a request by the applicant's side which shall not be made before the expiration of the 21-day period aforesaid, shall make a designation from among the experts whose names were submitted to the Committee pursuant to Article 3 (a) of this Supplementary Agreement.

(d) Within 15 days after such designation the two members of the tribunal shall agree on a third individual selected from the panel constituted in accordance with Article 3 of this Supplementary Agreement, who shall serve as the president of the tribunal. In the event of failure to reach agreement within such period of time, the chairman of the panel, within ten days after a request from one of the sides, shall designate a member of the panel other than himself to serve as president of the tribunal.

(e) The tribunal shall commence its functions as soon as the president is selected.

(f) Should a vacancy occur in the tribunal for reasons which the president or the remaining members of the tribunal decide are beyond the control of the parties, or are compatible with the proper conduct of the arbitration proceedings, the vacancy shall be filled in accordance with the following provisions:

(i) Should the vacancy occur as a result of the withdrawal of a member appointed by a side to the dispute, then that side shall select a replacement within ten days after the vacancy occurs.

(ii) Should the vacancy occur as a result of the withdrawal of the president of the tribunal or of another member of the tribunal appointed by the chairman, a replacement shall be selected from the panel in the manner described in paragraph (d) or (c) respectively of this Article.

(g) Except as prescribed in this Article, vacancies occurring in the tribunal shall not be filled.

(h) If a vacancy is not filled, the remaining members of the tribunal shall have the power, upon the request of one side, to continue the proceedings and give the tribunal's final decision.

ARTICLE 5

(a) The time and place of the sittings of the tribunal shall be determined by the tribunal.

(b) The proceedings shall be held in private and all material presented to the tribunal shall be treated as confidential, except that the parties to the Agreement whose designated signatories are parties to the dispute shall have the right to be present and shall have access to material presented. When the Committee is a party to the proceedings, all parties to the Agreement and all signatories shall have the right to be present and shall have access to material presented, except where the tribunal shall in exceptional circumstances decide otherwise.

(c) The proceedings shall commence with the presentation of the petitioner's case containing its arguments, related facts supported by evidence and the principles of law relied upon. The petitioner's case shall be followed by the respondent's counter-case. The petitioner may submit a reply to the respondent's counter-case. Additional pleadings shall be submitted only if the tribunal determines they are necessary.

(d) The proceedings shall be conducted in writing, and each side shall have the right to submit written evidence in support of its allegations of fact