

(b) to have caused nullification or impairment in the sense of Annex 21.6, the terms of reference shall so indicate.

4. The panel may rule on its own competence.

5. The panel may, in consultation with the Parties, modify a time period applicable in the panel proceedings and make other procedural or administrative adjustments that may be required for the fairness or efficiency of the proceeding.

6. A panel member may issue a separate opinion on a matter that is not unanimously agreed on by the panel.

7. The Parties shall bear the expenses of the panel, including the remuneration of the panel members, in accordance with Annex 21.3 and the Model Rules of Procedure.

Article 21.15: Function of Experts

At the request of a Party, or on its own initiative, the panel may seek information and technical advice from a person or body it deems appropriate, subject to any terms and conditions that the Parties decide on.

Article 21.16: Panel Reports

1. Unless the Parties decide otherwise, the panel shall base its report on the submissions and arguments of the Parties and on any information before it pursuant to Article 21.15.

2. Unless the Parties decide otherwise, the panel shall, within 90 days after the last panel member is selected, present to the Parties a preliminary report containing:

- (a) findings of fact;
- (b) its determination as to whether the measure at issue is or would be inconsistent with the obligations of this Agreement or cause nullification or impairment in the sense of Annex 21.6, or any other determination requested in the terms of reference; and
- (c) any recommendations for resolution of the dispute.

3. A Party may submit comments, in writing, to the panel regarding its preliminary report within 14 days of presentation of the report.