

1. What types of disputes/issues (cf. paras. 6 and 7 above) have you encountered?

The WTO has been involved in disputes/issues with: (i) other international organizations; and (ii) private parties, including individuals and legal persons.

2. What methods of dispute settlement (cf. para. 9 above) have been resorted to in cases of disputes with other international organizations, states or private parties? Please provide any relevant case law, or a representative sample thereof. If you cannot provide such information for confidentiality reasons, could you provide any such decisions or awards in redacted form, or a generic description/digest of such decisions?

The methods that have been used include:

- a. diplomatic channels, negotiation, and consultations (with other international organizations, in matters concerning staff exchanges and information sharing); and
- b. negotiation, consultations, mediation, conciliation, arbitration, and judicial/legal settlement (with private parties, in matters concerning contractors, staff members, and consultants).

3. In your dispute settlement practice, for each of the types of disputes/issues arising, please describe the relative importance of negotiation, conciliation or other informal consensual dispute settlement and/or third-party dispute resolution, such as arbitration or judicial settlement.

The WTO strongly favours negotiation, conciliation, and other amicable resolution methods. If these methods are unsuccessful, other methods are considered, including arbitration and judicial/legal settlement.

4. Which methods of dispute settlement do you consider to be most useful? Please indicate the preferred methods of dispute settlement (cf. para. 9 above) for different types of disputes/issues (cf. paras. 6 and 7 above).

For all types of disputes/issues, there is a strong preference for negotiation, conciliation, and other amicable resolution methods.

5. From a historical perspective, have there been any changes or trends in the types of disputes arising, the numbers of such disputes and the modes of settlement used?

One trend observed is that relationships with contractors have become increasingly more complex, resulting in a greater need for more sophisticated agreements. In turn, this has led to a greater availability and use of different methods of dispute settlement.

6. Do you have suggestions for improving the methods of dispute settlement (that you have used in practice)?

Creating a standardized set of arbitration rules for resolving conflicts between International Organizations and private parties (in particular contractors) would be beneficial. Additionally, an exclusive forum focused on conciliation and arbitration for International Organizations could be established.

7. Are there types of disputes that remain outside the scope of available dispute settlement methods?

Complex political disputes are outside the scope of available dispute settlement methods.

8. Does your organization have a duty to make provision for appropriate modes of settlement of disputes arising out of contracts or other disputes of a private law character under the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, or an equivalent treaty? How in practice has your organization interpreted and applied the relevant provisions?

Yes, under its Headquarter Agreement, the WTO has a duty to make provision for appropriate modes of settlement of private disputes, which is comparable to Article IX of the 1947 Convention on the Privileges and Immunities of the Specialized Agencies. The WTO has an internal justice system and recognizes the jurisdiction of the ILO Administrative Tribunal. Where appropriate, the WTO relies on contractual dispute settlement clauses, which include arbitration under UNCITRAL rules.

9. Are there standard/model clauses concerning dispute settlement in your treaty and/or contractual practice? Please provide representative examples.

The WTO has developed standard/model clauses as follow:

- In agreements with an International Organization or a State, the clause reads:

"The Participants will use their best efforts to settle amicably any dispute, controversy or claim arising out of or relating to this Agreement.

Any dispute, controversy or claim, which was not solved amicably within sixty (60) days, shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force as of the date of this Agreement. The arbitral tribunal shall be composed of a sole arbitrator. The sole arbitrator shall be appointed by the Secretary-General of the Permanent Court of Arbitration unless the Participants agree on the name of an arbitrator within one month of resorting to arbitration. The arbitration shall take place in Geneva (Switzerland) and the language of the procedure shall be English. The arbitral award shall be final and may not be appealed before national courts for any reason whatsoever."

- For contractors, the WTO General Terms and Conditions includes the following clause:

"The WTO and the Contractor shall attempt to settle amicably any dispute, difference of opinion, or complaint relating to the Contract, its performance, or its termination, annulment, or invalidity. Any such dispute, difference of opinion, or complaint not resolved amicably within thirty (30) days shall be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force as of the date of the Contract. The arbitral tribunal shall be composed of a sole arbitrator. The sole arbitrator shall be appointed by the Secretary General of the Permanent Court of Arbitration unless the WTO and the Contractor agree on the name of an arbitrator within one month of resorting to arbitration. The arbitration shall take place in Geneva (Switzerland) and the language of the procedure shall be English. The arbitral award shall be final and may not be appealed before national courts for any reason whatsoever."

10. Does "other disputes of a private law character" (see 8) above) encompass all disputes other than those arising from contracts? If not, which categories are not included? What has been the practice of your organization in determining this? What methods of settlement have been used for "other disputes of a private law character" and what has been regarded as the applicable law?

The settlement of labour disputes is governed by the WTO Staff Regulations, Rules, and relevant policies of the organization. The WTO has an internal justice system and recognizes the jurisdiction of the ILO Administrative Tribunal.

Disputes with consultants are resolved via contractual mechanisms, which typically foresee amicable settlement and, where necessary, arbitration. The WTO generally excludes application of national laws and relies on the terms of the contract.

11. Have you developed a practice of agreeing ex post to third-party methods of dispute settlement (arbitration or adjudication) or waiving immunity in cases where disputes have already arisen and cannot be settled otherwise, e.g. because no treaty/contractual dispute settlement has been provided for?

No.
