

## DCP 056 Legal Drafting

### Powers

5.4 Without prejudice to any other rights or powers granted to it under this Agreement, the Panel shall, subject to and in accordance with the other provisions of this Agreement, have the power to:

- 5.4.1 appoint and remove the Secretariat;
- 5.4.2 appoint and remove professional advisers;
- 5.4.3 consider, approve and authorise the licensing, sub-licensing, or any other manner of dealing with Intellectual Property belonging to DCUSA Ltd, for any use which does not hinder, delay or frustrate, in any way whatsoever, the DCUSA Objectives;
- 5.4.4 consider, approve and authorise the entering into by DCUSA Ltd of contracts under which DCUSA Ltd procures the performance by a third party of any activities which might otherwise be carried out by the Panel under this Agreement;
- 5.4.5 constitute Working Groups to which the Panel may delegate any of its duties and powers under this Agreement;
- 5.4.6 without prejudice to the generality of Clause 5.4.5 or the process for considering Change Proposals, and only where it sees fit, constitute Working Groups to consider and report on issues and problems relating to the operation of this Agreement that have been brought to its attention by one or more Parties;~~and~~

5.4.7 take reasonable steps in anticipation of matters (including duties and powers of the Panel) that are to be, or which the Panel reasonably considers may be, added to this Agreement in the future; and

~~5.4.7~~5.4.8 do anything necessary for, or reasonably incidental to, the discharge of its duties under this Agreement.