COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN UNITED ARAB EMIRATES AND GEORGIA

PREAMBLE Georgia and the United Arab Emirates hereinafter being referred to individually as a "Party" and collectively as "the Parties";

RECOGNISING the strong economic and political ties between Georgia and the UAE, and wishing to strengthen these links through the creation of a free trade area, thus establishing close and lasting relations;

DETERMINED to build on their respective rights and obligations under the Marrakesh Agreement establishing the World Trade Organization;

CONSCIOUS of the dynamic and rapidly changing global environment brought about by globalisation and technological progress that presents various economic and strategic challenges and opportunities to the Parties;

DETERMINED to develop and strengthen their economic and trade relations through the liberalisation and expansion of trade in goods and services in their common interest and for their mutual benefit;

AIMING to promote transfer of technology and expand trade;

CONVINCED that the establishment of a free trade area will provide a more favourable climate for the promotion and development of economic and trade relations between the Parties in areas of their common interest on the basis of equality, mutual benefit, and nondiscrimination, in conformity with international and domestic law;

AIMING to facilitate trade by promoting efficient and transparent customs procedures and ensure predictability for their importers and exporters;

DETERMINED to support the growth and development of their enterprises by enhancing their competitiveness in global markets and benefit from the opportunities created by this Agreement;

AIMING to establishing a clear, transparent, and predictable legal and commercial framework for business planning, that supports further expansion of trade and investment;

RECOGNISING their inherent right to regulate and resolved to preserve the flexibility of the Parties to set legislative and regulatory priorities, and protect legitimate public welfare objectives, such as health, safety, environmental protection, conservation of living and nonliving exhaustible natural resources, integrity and stability of the financial system, and public morals, in accordance with the rights and obligations provided in this Agreement;

HAVE AGREED, in pursuit of the above, to conclude the following Agreement (hereinafter referred to as this "Agreement"):

Chapter I. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. General Definitions

For the purposes of this Agreement:

Agreement means Comprehensive Economic Partnership Agreement between Georgia and the UAE;

Agreement on Agriculture means the Agreement on Agriculture in Annex 1 A to the WTO Agreement;

Anti-Dumping Agreement means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 in Annex IA to the WTO Agreement;

Customs duty refers to any duty or charge of any kind imposed in connection with the importation of a good, including any form of surtax or surcharge in connection with such importation, but does not include any:

(a) charge equivalent to an internal tax imposed in conformity with Article III of the GATT 1994;

(b) anti-dumping or countervailing duty that is applied consistently with the provisions of Article VI of the GA TT 1994, the Agreement on the Implementation of Article VI of the GATT 1994 and the Agreement on Subsidies and Countervailing Measures in Annex I A to the WTO Agreement; or

(c) fees or other charges in connection with importation commensurate with the cost of services that is rendered in conformity with subparagraph 1 (a) of the Article VIII of the GATT 1994;

Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex IA to the WTO Agreement;

Days means calendar days, including weekends and holidays;

DSU means the Understanding on Rules and Procedures Governing the Settlement of Disputes in Annex 2 to the WTO Agreement;

GATS means the General Agreement on Trade m Services m Annex I 8 to the WTO Agreement;

GATT 1994 means the General Agreement on Tariffs and Trade 1994 in Annex 1 A to the WTO Agreement;

GPA means the Agreement on Government Procurement in Annex 4 to the WTO Agreement;

Harmonized System or (HS) means the Harmonized Commodity Description and Coding System, including its General Rules for the Interpretation, Section Notes, Chapter Notes and Subheading Notes;

Import Licensing Agreement means the Agreement on Import Licensing Procedures m Annex I A to the WTO Agreement;

Joint Committee means the Joint Committee established pursuant to Article 1 7.1 of this Agreement;

Measure means any measure, whether in form of a law, regulation, rule, procedure, decision, practice, administrative action, or any other form;

Safeguards Agreement means the Agreement on Safeguards in Annex lA to the WTO Agreement;

SCM Agreement means the Agreement on Subsidies and Countervailing Measures in Annex I A to the WTO Agreement;

SPS Agreement means the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex IA to the WTO Agreement;

TBT Agreement means the Agreement on Technical Barriers to Trade in Annex IA to the WTO Agreement;

TRIPS Agreement means the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1 C to the WTO Agreement;

WTO means the World Trade Organization; and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1 994.

Article 1.2. Establishment of a Free Trade Area

The Parties hereby establish a free trade area, in conformity with Article XXIV of the GATT 1994 and Article V of the GATS.

Article 1.3. Objectives

The objectives of this Agreement are to liberalise and facilitate trade and investment between the Parties in accordance with the provisions of this Agreement.

Article 1.4. Geographical Scope

This Agreement shall apply:

(a) With regard to Georgia, to the entire territory of Georgia as defined by Georgian legislation, including the land territory, its subsoil and the air space above it, internal waters and territorial sea, the sea bed, its subsoil and the air space above

them, in respect of which Georgia exercises sovereignty, as well as the contiguous zone, the exclusive economic zone and continental shelf adjacent to its territorial sea, in respect of which Georgia exercises its sovereign rights and/or jurisdiction in accordance with international law; and

(b) With regard to the UAE, to its land territories, including its free zones, internal waters, territorial sea, including, the seabed and subsoil thereof, and airspace over such territories and waters, as well as the contiguous zone, the continental shelf and exclusive economic zone, over which UAE has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law.

Article 1.5. Relation to other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which both Parties are party.

2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 1.6. Local Government

1. Each Party shall take such reasonable measures as may be available to it under its legislation to ensure observance of the provisions of this Agreement by the local governments and authorities where applicable within its territories.

2. This provision is to be interpreted and applied in accordance with the principles set out in paragraph 12 of Article XXIV ofthe GATT 1994 and paragraph 3 of Article I ofthe GATS.

Article 1.7. Transparency

1. Each Party shall publish, or otherwise make publicly available, its laws and regulations, as well as its respective international agreements which may affect the operation of this Agreement.

2. Without prejudice to Article 1.8 (Confidential Information), each Party shall promptly respond to specific questions and provide, upon request, information to the other Party on matters referred to in paragraph 1.

Article 1.8. Confidential Information

1. Each Party shall, in accordance with its domestic laws and regulations, maintain the confidentiality of information designated as confidential by the other Party.

2. Nothing in this Agreement shall require a Party to disclose confidential information, or the disclosure of which would impede law enforcement of the Party, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of any economic operator.

Chapter 2. TRADE IN GOODS

Article 2.1. Scope and Coverage

Except as otherwise provided in this Agreement, this Chapter applies to trade in goods between the Parties.

Article 2.2. Definitions

For the purposes of this Chapter:

Customs authorities means the authorities that, according to the legislation of each Party, is responsible for the administration and enforcement of customs laws and regulations of the Party. In the case of Georgia, it shall be the Legal Entity of Public Law Revenue Service of the Ministry of Finance; in the case of the UAE, it shall be the Federal Authority for Identity, Citizenship, Customs & Port Security; and

Import licensing means an administrative procedure requmng the submission of an application or other documentation (other than that generally required for customs clearance purposes) to the relevant administrative body as a prior condition for importation into the territory of the importing Party.

Article 2.3. National Treatment on Internal Taxation and Regulation

The Parties shall accord national treatment in accordance with Article III of the GATT 1994, including its interpretative notes. To this end, Article III of the GATT 1994 and its interpretative notes are incorporated into and form part of this Agreement, mutatis mutandis.

Article 2.4. Reduction or Elimination of Customs Duties

1. Except as otherwise provided in this Agreement, neither Party shall increase any existing customs duty, or adopt any new customs duty, on an originating good.

2. Upon the entry into force of this Agreement, Georgia shall eliminate its customs duties applied on goods originating from the UAE in accordance with Annex 2A (Georgia Schedule of Tariff Commitments) and the UAE shall eliminate its customs duties on goods originating from Georgia in accordance with Annex 28 (UAE Schedule ofTariff Commitments).

3. Where a Party reduces its most-favoured-nation (hereinafter "MFN") applied rate of customs duty, that duty rate shall apply to an originating good of the other Party if, and for as long as, it is lower than the customs duty rate on the same good calculated in accordance with Annex 2A (Georgia Schedule of Tariff Commitments) in the case Georgia or Annex 28 (UAE Schedule of Tariff Commitments) in the case of the UAE.

Article 2.5. Acceleration or Improvement of Tariff Commitments

1. Upon request of a Party, the other Party shall consult with the requesting Party to consider accelerating, improving or broadening the scope of the elimination of customs duties as set out in its schedule of tariff commitments in Annex 2A (Georgia Schedule of Tariff Commitments) or 28 (UAE Schedule of Tariff Commitments).

2. Nothing in this Agreement shall prohibit a Party from unilaterally accelerating or broadening the scope of the elimination of customs duties set out in its Schedule in Annex 2 (Schedules of Tariff Commitments) on originating goods in line with its national legislation Any such unilateral acceleration or broadening of the scope of the elimination of customs duties will not permanently supersede any duty rate or staging category determined pursuant to its respective Schedule nor serve to waive that Party's right to impose at a later time the duty rate or staging category that is determined for that later time by its respective Schedule.

Article 2.6. Classification of Goods and Transposition of Schedules

1. The classification of goods in trade between the Parties shall be in conformity with the Harmonized Commodity Description and Coding Systems (HS) and its amendments. Each Party shall ensure consistency in applying its laws and regulations to the tariff classification of originating goods of the other Party.

2. The Parties shall mutually decide whether any revisions are necessary to implement Annexes 2A (Georgia Schedule of Tariff Commitments) and 28 (UAE Schedule of Tariff Commitments) due to periodic amendments and transposition of the HS Code.

3. If the Parties decide that revisions are necessary in accordance with paragraph 2, the transposition of the Schedules of Tari ff Commitments shall be carried out in accordance with the methodologies and procedures adopted by the Joint Committee.

4. Each Party shall ensure that the transposition of its Schedule of Tariff Commitments under paragraph 3 does not afford less favourable treatment to an originating good of the other Party set out in its Schedule of Tariff Commitments in Annexes 2A (Georgia Schedule of Tariff Commitments) and 28 (UAE Schedule of Tariff Commitments).

5. A Party may introduce new tariff splits, provided that the preferential conditions applied in the new tariff splits are not less preferential than those applied originally.

Article 2.7. Temporary Admission

1. Each Party shall, in accordance with its respective domestic laws, grant temporary admission free of customs duties for the following goods imported from the other Party regardless of their origin:

(a) professional and scientific equipment and materials, including their spare parts, and included goods for sports purposes, that are necessary for carrying out the business activity, trade or profession of a person who qualifies for temporary entry

pursuant to the laws of the importing Party;

(b) goods intended for display or use at playgrounds, theatres, exhibitions, fairs or other similar events, including but not necessarily limited to commercial samples, advertising materials including printed materials, films and recordings;

(c) containers and pallets in use or to be used for refilling;

(d) machinery and equipment for completion of projects or for conducting the experiments and tests relating to such projects, or for repair; and

(e) goods imported in connection with manufacturing operations.

2. A Party shall not impose any condition on the temporary admission of a good referred to in paragraph 1 of this Article, other than to require that such good:

(a) be accompanied by a security deposit in an amount no greater than the customs duty or charges that would otherwise be owed on importation, releasable on exportation of the good;

(b) be exported on the departure of the person referred to in paragraph I or within such period of time as is reasonably related to the purpose of temporary admission;

(c) be capable of identification when exported;

(d) not be sold or leased while in its territory;

(e) not be imported in a quantity greater than is reasonable for its intended use; and

(f) be otherwise admissible into the importing Party's territory under its laws.

3. If any condition that a Party imposes under paragraph 2 of this Article has not been fulfilled, that Party may apply the customs duty and any other charge that would normally be owed on importation of the good.

4. Each Party shall, at the request of the importer and for reasons deemed valid by its Customs authorities, extend the time limit for temporary admission beyond the period initially fixed.

5. Each Party shall relieve the importer of liability for failure to export a temporarily admitted good upon presentation of satisfactory proof to the Party's Customs authorities that the good has been destroyed within the original time limit for temporary admission or any lawful extension. A Party may condition relief of liability under this paragraph by requiring the importer to receive prior approval from the Customs authorities of the importing Party before the good can be so destroyed.

6. Each Party, through its Customs authorities, shall adopt and maintain procedures providing for the expeditious release of goods admitted under this Article. To the extent possible, these procedures shall provide that when such goods accompany a national or resident of the other Party who is seeking temporary entry, the good shall be released simultaneously with the entry of that national or resident.

Article 2.8. Duty-Free Entry of Commercial Samples of Negligible Value and Printed Advertising Materials

Each Party shall, in accordance with its respective domestic laws and regulations, grant duty-free entry to commercial samples of negligible value, and to printed advertising materials, imported from the territory of the other Party, regardless of their origin, but may require that:

(a) such samples be imported solely for the solicitation of orders for goods, or the solicitation of orders for services provided from the territory of the other Party or a non-Party; or

(b) such advertising materials be imported in packets that each contain no more than one copy of each such material and that neither such materials nor packets form part of a larger consignment.

Article 2.9. Goods Returned or Re-Entered after Repair or Alteration

1. Neither Party may apply a customs duty to a good, regardless of its origin, that re-enters its territory within one year after that good has been exported from its territory to the territory of the other Party for repair or alteration, regardless of whether such repair or alteration could be performed in its territory, except that a customs duty may be applied to the

addition resulting from the repair or alteration that was performed in the territory of the other Party.

2. Neither Party may apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration, provided such good is exported from the territory of the importing Party according to its domestic laws and regulations.

3. For purposes of this Article, "repair" or "alteration" means any operation or process undertaken on a good to remedy operational defects or material damage and entailing the re-establishment of the good to its original function, or to ensure its compliance with technical requirements for its use. Repair or alteration of a good includes restorating, renovating, cleaning, resterilising, maintenance or other operation or process regardless of a possible increase in the value of the good that does not:

(a) destroy a good's essential characteristics or create a new or commercially different good;

(b) transform an unfinished good into a finished good; or

(c) change the function of a good.

Article 2.10. Import and Export Restrictions

1. Except as otherwise provided in this Agreement, neither Party may adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party, except in accordance with Article XI of GATT 1994 and its interpretative notes, and to this end Article XI of GATT 1994 and its interpretative notes are incorporated into and made a part of this Agreement, mutatis mutandis.

2. In the event that a Party introduces a measure that imposes a prohibition or restriction otherwise justified under the relevant provisions of the WTO Agreement with respect to the exportation of goods to the other Party, the Party imposing the measure shall publish the measure in a timely manner. Upon the request of the other Party, it shall enter into consultation with the aim of resolving any problem that may arise due to that measure.

Article 2.11. Import Licensing

1. Neither Party may adopt or maintain a measure that is inconsistent with the Import Licensing Agreement, (1) which is hereby incorporated into and made part of this Agreement, mutatis mutandis.

(1) For the purposes of paragraph I and for greater certainty, in determining whether a measure is inconsistent with the Import Licensing Agreement. the Parties shall apply the definition of "import licensing" contained in this Agreement.

2. Before applying any new or modified import licensing procedure, a Party shall publish it in such a manner as to enable governments and traders to become acquainted with it, including through publication on an official government internet site. Upon request of the other Party, the Party shall exchange information concerning its implementation in a reasonable period.

Article 2.12. Customs Valuation

The Parties shall determine the customs value of goods traded between them in accordance with the provisions of Article VII of the GATT I 994 and the Customs Valuation Agreement, mutatis mutandis.

Article 2.13. Export Subsidies

Upon entry into force of this Agreement, no Party shall maintain, introduce or reintroduce export subsidies or other measures with equivalent effect on any good destined for the territory of the other Party, including agricultural products.

Article 2.14. Transparency

Article X of the GATT 1994 is incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.15. Restrictions to Safeguard the Balance-of-Payments

1. The Parties shall endeavour to avoid the imposition of restrictive measures for balance-of-payments purposes.

2. Any such measures taken for trade in goods shall be in accordance with Article XII of the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GA TT 1994, the provisions of which are incorporated into and made a part of this Agreement, mutatis mutandis.

Article 2.16. Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIll: 1 of GATT 1994 and its interpretive notes, and Article 6 of the WTO Agreement on Trade Facilitation, that all fees and charges of whatever character (other than import and export duties, charges equivalent to an internal tax or other internal charges applied consistently with Article lll:2 of GA TT 1994, and antidumping and countervailing duties applied pursuant to its laws or regulations) imposed on, or in connection with, importation or exportation are limited in amount to the approximate cost of services rendered and do not represent an indirect protection to domestic goods or a taxation of imports or exports for fiscal purposes.

2. Each Party shall promptly publish details and shall make such information available on the internet regarding the fees and charges it imposes in connection with importation or exportation and shall make such information available to the other Party upon written request in English.

Article 2.17. Non-Tariff Measures

1. Neither Party shall adopt or maintain any non-tariff measure on the importation of any good of the other Party or on the exportation of any good destined for the territory of the other Party, except in accordance with its WTO rights and obligations or this Agreement.

2. Each Party shall ensure that its laws, regulations, procedures and administrative rulings relating to non-tariff measures are not prepared, adopted or applied with the view to, or with the effect of, creating unnecessary obstacles trade with the other Party.

3. If a Party considers that a non-tariff measure of the other Party is an unnecessary obstacle to trade, that Party may nominate such a non-tariff measure for review by the Sub-committee on Trade in Goods by notifying the other Party at least 30 days before the date of the next scheduled meeting of the Sub-committee on Trade in Goods. A nomination of a non-tariff measure for review shall include reasons for its nomination, how the measure adversely affects trade between the Parties, and if possible, suggested solutions. The Sub-committee on Trade in Goods shall immediately review the measure with a view to securing a mutually agreed solution to the matter.

Article 2.18. State Trading Enterprises

Nothing in this Agreement shall -be construed to prevent a Party from maintammg or establishing a state trading enterprise in accordance with Article XVII of the GATT 1994 and the Understanding on the Interpretation of Article XVII of the GATT 1994.

Article 2.19. Exchange of Data

1. The Parties recognise the value of trade data in accurately analysing the implementation of the Agreement. The Parties shall cooperate with a view to conducting periodic exchanges of data relating to trade in goods between the Parties.

2. The Parties may engage in such periodic exchanges within the Sub-committee on Trade in Goods.

3. A Party shall give positive consideration to a request from the other Party for technical assistance for the purposes of exchange of data under paragraph 1.

Article 2.20. Subcommittee on Trade In Goods

1. The Parties hereby establish a Subcommittee on Trade m Goods under the Joint Committee comprising representatives of each Party.

2. The Subcommittee shall meet once a year or as often as the Parties consider necessary to consider any matter arising under this Chapter.

3. The functions of the Subcommittee shall include, inter alia:

(a) monitoring the implementation and administration of this Chapter;

(b) promoting trade in goods between the Parties, including through consultations on accelerating and broadening the scope of preferential treatment or tariff elimination under this Agreement and other issues as appropriate;

(c) addressing barriers to trade in goods between the Parties, including those related to non-tariff measure that may restrict trade in goods between the Parties and, if appropriate, referring such matters to the Joint Committee for its consideration;

(d) providing advice and recommendations to the Joint Committee on cooperation needs regarding trade in goods matters;

(e) reviewing the amendments to the Harmonized System (HS) to ensure that each Party's obligations under this Agreement are not altered, and consulting to resolve any conflicts between:

(i) such amendments to the Harmonized System (HS) and Annex 2A (Georgia Schedule of Tariff Commitments) or 2B (UAE Schedule of Tariff Commitments); and

(ii) national nomenclatures;

(f) consulting on and endeavouring to resolve any difference that may arise among the Parties on matters related to the classification of goods under the Harmonized System (HS);

(g) exchanging data on trade in goods in accordance with Article 2.19 (Exchange of Data);

(h) assessing matters that relate to trade in goods and undertaking any additional work that the Joint Committee may assign to it; and

(i) reviewing and monitoring any other matter related to the implementation of this chapter.

Chapter 3. RULES OF ORIGIN

Section A. Origin Determination

Article 3.1. Definitions

For the purposes of this Chapter:

Aquaculture refers to the farming of aquatic organisms including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from seedstock such as eggs, fry, fingerlings and larvae, by intervention in the rearing or growth processes to enhance production, such as, inter alia, regular stocking, feeding, protection from predators;

Customs Value refers to the price actually paid or payable to the exporter for a product when the product is loaded out of the carrier, at the port of importation, including the cost of the product, insurance and freight necessary to deliver the product to the named port of destination. The valuation shall be made in accordance with Article VII of the GATT 1994, including its notes and supplementary provision thereof, and the Customs Valuation Agreement;

Competent Authority refers to:

(a) in the case of Georgia, the Legal Entity of Public Law-Revenue Service of the Ministry of Finance of Georgia ("LEPL") or any other agency notified from time to time; and

(b) in the case of the UAE, the Ministry of Economy or any other agency notified from time to time;

Consignment means products which are either sent simultaneously from one exporter to one consignee or covered by a single transport document covering their shipment from the exporter to the consignee or, in the absence of such a document, by a single invoice;

Customs Authorities refers to:

(a) in the case of Georgia, LEPL -Revenue Service of the Ministry of Finance of Georgia; and

(b) in the case of the UAE, the Federal Authority for Identity and Citizenship, Customs and Port Security;

Fungible Material or Fungible Good means material or a good that is of the same kind and commercial quality, with the same technical and physical characteristics, and which cannot be distinguished from another material or good;

Generally Accepted Accounting Principles refers to the recognised consensus or substantial authoritative support in the

territory of a Party, with respect to the recording of revenues, expenses, costs, assets and liabilities, the disclosure of information and the preparation of financial statements. These standards may encompass broad guidelines of general application as well as detailed standards, practices and procedures;

Good refers to any merchandise, product, article or material;

Harmonized System (HS) refers to the Harmonized Commodity Description and Coding System, including its general rules and legal notes set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System;

Indirect Material refers to a material used in the production, testing or inspection of a good but not physically incorporated into the good, or the operation of equipment associated with the production of a good, including:

(c) fuel and energy;

(d) tools, dies and molds;

(e) spare parts and materials used in the maintenance of equipment;

(f) lubricants, greases, compounding materials and other materials used m production or used to operate equipment;

(g) gloves, glasses, footwear, clothing and safety equipment and supplies;

(h) equipment, devices, supplies used for testing or inspecting the goods;

(i) catalysts and solvents; and

(j) any other material that is not incorporated into the good but for which the use in the production of the good can reasonably be demonstrated to be a part of that production;

Manufacture refers to any kind of working or processing, including assembly or specific operations;

Material refers to any ingredient, raw material, compound or part, etc., used in the production of a good;

Non-Originating Good refers to a good that does not qualify as originating under this Chapter;

Non-Originating Material (NOM) refers to any materials whose country of origin is a country other than the Parties (imported non-originating), any materials whose origin cannot be determined (undetermined origin) or a material that does not qualify as originating under this Chapter;

Originating Good or Originating Material refers to goods or materials that qualify as originating under this Chapter;

Product refers to that which is obtained by growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, extracting or manufactured, even if it is intended for later use in another manufacturing operation; and Production refers to growing, raising, mmmg, harvesting, fishing, aquaculture, trapping, hunting, manufacturing, processing, assembling or disassembling a good.

Article 3.2. Originating Goods

For the purpose of implementing this Agreement, goods shall be considered as originating in the territory of a Party, if:

(a) goods are wholly obtained or produced there according to Article 3.3 (Wholly Obtained or Produced Goods);

(b) goods are not wholly obtained or produced entirely there, provided that the goods have undergone sufficient transformation according to Article 3.4 (Sufficient Working or Production); or

(c) goods produced entirely there exclusively from originating materials of any of the Parties. and the goods satisfied all other applicable requirements of this Chapter.

Article 3.3. Wholly Obtained or Produced Goods

For the purposes of this Agreement, the following goods shall be considered as being wholly obtained or produced in the territory of a Party:

(a) plant and plant products grown, collected, and harvested there;

(b) live animals born and raised there;

(c) products obtained from live animals there;

(d) mineral products and natural resources extracted or taken from that Party's soil, subsoil, waters, seabed or beneath the seabed;

(e) products obtained from hunting, trapping, collecting, capturing, fishing or aquaculture conducted there;

(f) products of sea fishing and other marine products taken from outside its territorial waters by a vessel and/or produced or obtained by a factory ship registered, recorded, listed or licensed with the Party and flying its flag;

(g) products, other than products of sea fishing and other marine products, taken or extracted from the seabed, ocean floor or the subsoil of the continental shelf or the exclusive economic zone of any of the Party, provided that the Party or person has the right to exploit such seabed, ocean floor or subsoil in accordance to international law;

(h) used articles collected there which can no longer perform their original purpose nor are capable of being restored or repaired and which are fit only for disposal or for the recovery of parts or raw materials;

(i) waste or scrap resulting from utilisation, consumption or manufacturing operations conducted there, fit only for recovery of raw materials; and (j) products produced or obtained there exclusively from products referred to in subparagraphs (a) through (i) of this Article or from their derivatives, at any stage of production.

Article 3.4. Sufficient Working or Production

1. For the purposes of paragraph (b) of Article 3.2 (Originating Goods), a good shall be deemed to be originating if the good satisfies any of the following:

(a) a Change in Tariff Heading (CTH), which means that all non-originating materials used in the production of the good have undergone a change in tariff classification at the four-digit level; or

(b) a Qualifying Value Content (QVC) not less than 35% of the Ex-Works value.

2. Notwithstanding paragraph 1, if the good falls within the tariff subheadings included in the Product Specific Rules (PSR) list in Annex 3A (Product Specific Rules), then the good shall satisfy the specific rule detailed therein.

3. For the purposes of paragraph I of this article, the QVC shall be calculated as follows:

QVC(ExWorks) = ExWorks Value -V. N. M / ExWorks Value * 100

where:

QVC is the qualifying value content of a good expressed as a percentage;

Ex-Works Value is the price paid for the good ex-works to the manufacturer in the Party in whose undertaking the last working or processing is carried out, provided the price includes the value of all the materials used, minus any internal taxes which are, or may be, repaid when the good obtained is exported; and

V.N.M is the customs value of the non-originating materials at the time of importation or the earliest ascertained price paid or payable in the Party where the production takes place for all non-originating materials, parts or produce that are acquired by the producer in the production of the good. When the producer of a good acquires non-originating materials within that Party, the value of such materials shall not include freight, insurance, packing costs and any other costs incurred in transporting the material from the supplier's warehouse to the producer's location.

Article 3.5. Intermediate Goods

For a non-originating material that undergoes sufficient production in the territory of a Party as provided in Article 3.4 (Sufficient Working or Production), the resulting good shall be considered as originating and no account shall be taken of the non-originating material contained therein when that good is used in the subsequent production of another good.

Article 3.6. Accumulation

1. An originating good of a Party which is used in the processing or production in the territory of the other Party as material for finished goods shall be deemed as a material originating in the territory of the latter Party where the working or

processing of the finished goods has taken place.

2. Notwithstanding subparagraph I, an originating material from a Party that does not undergo processing beyond the minimal or insufficient operations listed in Article 3.8 (Insufficient Operations) in the other Party shall retain its originating status of the former Party.

3. The Joint Committee may agree to review this Article with a view to providing for other forms of accumulation for the purposes of qualifying goods as originating goods under this Agreement.

Article 3.7. Tolerance

1. Notwithstanding Article 3.4 (Sufficient Working or Production), a good will be considered to have undergone a change in tariff classification if:

(a) the value ofali non-originating materials that are used in the production ofthe good and that do not undergo the applicable change in tariff classification does not exceed 20% of the Ex-Works price of the good; or

(b) for goods provided for in Chapters 50 to 63 of the HS code, the weight or value of all non-originating materials that are used in the production of the good and that do not undergo the applicable change in tariff classification does not exceed 20% of the weight or the Ex-Works price of the good;

and the good specified in subparagraphs (a) or (b) meets all other applicable requirements of this Chapter for qualifying as an originating good.

2. The value of non-originating materials referred to in paragraph l shall be included in the value of the non-originating materials for any applicable value added content requirement.

Article 3.8. Insufficient Operations

1. Regardless of whether or not the requirements of Article 3.4 (Sufficient Working or Production) are satisfied, a good shall not be considered to be originating in the territory of a Party if the following operations are undertaken exclusively by themselves or in combination in the territory of that Party:

(a) operations to ensure the preservation of products in good condition during transport and storage such as drying, freezing, ventilation, chilling and like operations;

(b) sifting, classifying, washing, cutting, slitting, bending, coiling or uncoiling, sharpening, simple grinding, slicing;

(c) cleaning, including removal of oxide, oil, paint or other coverings;

(d) simple painting and polishing operations;

(e) testing or calibration;

(f) placing in bottles, cans, flasks, bags, cases, boxes, fixing on cards or boards and all other simple packaging operations;

(g) simple mixing of goods, whether or not of different kinds;

(h) simple assembly of parts of products to constitute a complete good or disassembly of products into parts;

(i) changes of packing, unpacking or repacking operations, and breaking up and assembly of consignments;

(j) affixing or printing marks, labels, logos and other like distinguishing signs on goods or their packaging;

(k) husking, partial or total bleaching, polishing and glazing of cereals and rice; and

(I) mere dilution with water or another substance that does not materially alter the characteristics of the goods.

2. For the purposes of paragraph I above, the term "simple" will be defined as follows:

(a) "Simple" generally describes an activity which does not need special skills, machines, apparatus or equipment especially produced or installed for carrying out the activity; and

(b) "Simple mixing" generally describes an activity which does not need special skills, machine, apparatus or equipment especially produced or installed for carrying out the activity. However, simple mixing does not include chemical reaction. Chemical reaction means a process (including a biochemical process) which results in a molecule with a new structure by

breaking intramolecular bonds and by forming new intramolecular bonds or by altering the spatial arrangement of atoms in a molecule.

Article 3.9. Indirect Materials

Any indirect material used in the production of a good shall be treated as originating material, irrespective of whether such indirect material is originating.

Article 3.10. Accessories, Spare Parts, Tools

1. Accessories, spare parts, tools and instructional or other information materials delivered with a good that form part of the good's standard accessories, spare parts, tools and instructional or other information materials shall be regarded as a part of the good, and shall be disregarded in determining whether or not all the non-originating materials used in the production of the originating goods undergo the applicable change in tariff classification provided that:

(a) the accessories, spare parts, tools and instructional or other information materials are classified with and not invoiced separately from the good; and

(b) the quantities and value of the accessories, spare parts, tools and instructional or other information materials presented with the good are customary for the good.

2. Notwithstanding paragraph 1, if the goods are subject to a QVC requirement, the value of the accessories, spare parts, tools and instructional or other information materials shall be taken into account as originating or non-originating materials, as the case may be, in calculating the qualifying value content of the goods.

Article 3.11. Packaging Materials and Containers for Retail Sale

1. Each Party shall provide that packaging materials and containers in which a good is packaged for retail sale, if classified with the good, according to Rule 5 of the General rules for the interpretation of the Harmonized System, shall be disregarded in determining whether all the non-originating materials used in the production of the good undergo the applicable change in tariff classification set out in any applicable product-specific rules.

2. If the good is subject to qualifying a value content requirement, the value of such packaging materials and containers shall be taken into account as originating or non-originating materials, as the case may be, in calculating the qualifying value content of the good.

Article 3.12. Packaging Materials and Containers for Shipment

Each Party shall provide that packing materials and containers for shipment are disregarded in detennining whether a good is originating.

Article 3.13. Fungible Goods and Materials

1. Each Party shall provide that the determination of whether fungible goods or materials are originating goods shall be made through physical segregation of each good or material, or, in case of any difficulty, through the use of any inventory management method, such as averaging, last-in, first-out or first-in, first out, recognised in the generally accepted accounting principles of the Party in which the production is performed, or otherwise accepted by the Party in which the production is performed.

2. Each Party shall provide that an inventory management method selected under paragraph 1 of this Article for particular fungible goods or materials shall continue to be used for those fungible goods or materials throughout the fiscal year of the Party that selected the inventory management method.

Article 3.14. Sets of Goods

Sets, as defined in General Rule 3 of the Hannonized System (HS), shall be regarded as originating when all component goods are originating. However, when a set is composed of originating and non-originating products, the set as a whole shall be regarded as originating, provided that the value of non-originating products does not exceed 25% of the Ex woks price of the set.

Section B. SECTION B Territoriality and Transit

Article 3.15. Principle of Territoriality

1. The conditions for acquiring originating status set out in Article 3.2 (Originating Goods) must be fulfilled without interruption in the territory of one or both of the Parties.

2. Where originating goods exported from the territory of a Party to a non-Party return to the exporting Party, they must be considered as non-originating, unless it can be demonstrated to the satisfaction of the customs authorities that:

(a) the returning goods are the same as those exported; and

(b) the goods have not undergone any operation beyond that necessary to preserve them in good condition while in that non-Party or while being exported.

Article 3.16. Outward Processing

1. Notwithstanding Article 3. 15 (Principle of Territoriality), the acquisition oforiginating status pursuant to Article 3.2 (Originating Goods) shall not be affected by working or processing done outside a Party on materials exported from a Party and subsequently re-imported there, provided:

(a) the said materials are wholly obtained in any of the Parties or have undergone working or processing beyond the operations referred to in Article 3.8 (Insufficient Operations) prior to being exported; and

(b) it can be demonstrated to the satisfaction of the customs authorities that:

(i) the re-imported goods have been obtained by working or processing the exported materials; and

(ii) the total added value acquired outside a Party by applying the provisions of this Article does not exceed 20% of the Ex-Works price ofthe end product for which originating status is claimed.

(iii) The conditions set out in Article 3.7 (Tolerance) shall not apply to the said material as referred to in subparagraph (a);

2. For the purposes of applying the provisions of paragraph 1, "total added value" shall be taken to mean all costs arising outside the Parties, including the value of the materials incorporated there.

3. Any working or processing of the kind covered by the provisions of this Article and done outside the exporting Party shall be done under outward processing arrangements or similar arrangements.

Article 3.17. Transit and Transshipment

1. Each Party shall provide that an originating good retains its originating status if the good has been transpotted directly to the importing Party without passing through the territory of a non-Party.

2. Notwithstanding paragraph 1, each Party shall provide that an originating good retains its originating status if it transits through or is stored in temporary warehousing, in one or more intermediate non-Parties, provided that the good:

(a) remained under customs control in the territory of the non-Party or non-Parties; and

(b) has not undergone any operation there other than unloading, reloading, repackaging, split from bulk, labelling or any operation required to keep it in good condition.

3. An importer shall upon request supply appropriate evidence to the customs authorities of the importing Party that the conditions set out in paragraph 2 have been fulfilled.

Article 3.18. Free Economic Zones or Free Zones

1. Both Parties shall take all necessary steps to ensure that originating goods traded under cover of a proof of origin which in the course of transport use a free zone situated in their territory, are not substituted by other goods and do not undergo handling other than normal operations designed to prevent their deterioration.

2. Goods produced or manufactured in a free zone situated within a Party shall be considered as originating goods in that Party when exported to the other Party provided that the treatment or processing is in conformity with the provisions of this

Chapter and supported by a proof or origin.

Article 3.19. Third Party Invoicing

I. The customs authorities in the importing Party shall not reject a certificate of origin solely for the reason that the invoice was not issued by the exporter or producer of the good, provided that the good meets the requirements in this Chapter. 2. The exporter of the good shall indicate "third party invoicing" and such information as name and country of the company issuing rhe invoice shall appear in in the appropriate field as detailed in Annex 38 (Specimen of Georgia-UAE Certificate of Origin and Application for a Georgia-UAE Certificate of Origin).

Section C. Origin Certification

Article 3.20. Proof of Origin

1. Goods originating in a Party shall, on importation into the other Party, benefit from preferential tariff treatment under this Agreement on the basis of a Proof of Origin.

2. Any of the following shall be considered as a Proof of Origin:

(a) a paper format certificate of origin in soft or hard copy issued by a competent authority as per Article 3.21 (Certificate of Origin in Paper Format);

(b) an Electronic Certificate of Origin (E-Certificate) issued by a competent authority and exchanged by a mutually developed electronic system m accordance with Article 3.22 (Electronic Data Origin Exchange System);

(c) an origin declaration made out by an approved exporter in accordance with Article 3.23 (Origin Declaration).

3. Each Party shall provide that a Proof of Origin, which shall be completed in the English language remains valid for one year from the date on which it is issued.

Article 3.21. Certificate of Origin In Paper Format

1. A Certificate of Origin in paper format shall:

(a) be in a standard A4 white paper in accordance with the attached Form set out in Annex 3B (Specimen of Georgia-UAE Certificate of Origin and Application for a Georgia-UAE Certificate of Origin);

(b) comprise one original and two copies. The original shall be forwarded by the producer or exporter to the importer for submission to the customs authorities of the importing Party. The duplicate shall be retained by the competent authority of the exporting Party. The triplicate shall be retained by the producer or exporter;

(c) may cover one or more goods under one consignment; and

(d) be in a printed format or such other medium including electronic format.

2. Each Certificate of Origin shall bear a unique serial reference number separately given by each place or office of issuance.

3. A Certificate of Origin shall bear an official seal of the competent authority. The official seal may be applied electronically.

4. In case the official seal is applied electronically, an authentication mechanism, such as a QR code or a secured website, shall be included in the certificate for it to be deemed as an original certificate.

Article 3.22. Electronic Data Origin Exchange System

For the purposes of paragraph 2(b) of Article 3 .20 (Proof of Origin), the Parties shall endeavour to develop an electronic system for origin information exchange to ensure the effective and efficient implementation of this Chapter particularly on transmission of electronic certificate of origin.

Article 3.23. Origin Declaration

1. For the purposes of paragraph 2(c) of Article 3.20 (Proof of Origin), the Parties shall, within one year from the date of entry into force of this Agreement, implement provisions allowing each competent authority to recognise an origin declaration

made by an approved exporter.

2. The customs authorities of the exporting Party may authorise any exporter (hereinafter referred to as "approved exporter"), who exports goods under this Agreement, to make out Origin Declarations, a specimen of which appears in Annex 3C (Origin Declaration), irrespective of the value of the goods concerned, in accordance with appropriate conditions in the respective law of the exporting Party.

3. An exporter seeking such authorisation must offer to the satisfaction of the customs authorities all guarantees necessary to verify the originating status of the goods as well as the fulfilment of the other requirements of this Chapter.

4. The customs authorities of the exporting Party may grant the status of approved exporter, subject to any conditions which they consider appropriate.

5. The customs authorities of the exporting Party shall share or publish the list of approved exporters and periodically update it.

6. An Origin Declaration (the text of which appears in Annex 3C (Origin Declaration) shall be made out by the approved exporter by typing, stamping or printing the declaration on the invoice, the delivery note or another commercial document which describes the products concerned in sufficient detail to enable them to be identified. The declaration may also be hand-written. If the declaration is hand-written, it shall be written in permanent ink in legible printed characters.

7. The approved exporter making out an Origin Declaration shall be prepared to submit at any ti me, at the request of the customs authorities of the exporting Party, all appropriate document proving the originating status of the goods concerned, as well as the fulfilment of the other requirements of this Chapter.

Article 3.24. Application for Certificate of Origin

1. Certificates of Origin shall be issued by the competent authority of thee porting Part , either upon an electronic application or an application in paper fonn, having been made by the exporter or under the expot1er' responsibility by his or her authorised representative, in accordance with the domestic regulations of the exporting Party.

2. The exporter applying for the issuance of a Certificate of Origin shall be prepared to submit at any time, at the request of the competent authority of the exporting Party. all appropriate documents proving the originating status of the goods concerned, as well as the fulfilment of the other requirements of this Chapter.

3. Certificates of Origin shall be issued if the goods to be exported are products originating in the exporting Party in accordance with Article 3.2 (Originating Goods).

Article 3.25. Examination of Application for a Certificate of Origin

The competent authority shall, within its competences and to the best of its ability, carry out proper examination in accordance with the laws and regulations of the exporting Party upon each application for a Certificate of Origin to ensure that:

(a) the application and the Certificate of Origin is duly completed and signed by the authorised signatory;

(b) the origin of the good is in conformity with the provisions of this Chapter;

(c) the other statements on the Certificate of Origin correspond to the appropriate supporting documentary evidence submitted;

(d) the HS Code, description, quantity and value conform to the good to be exported;and

(e) multiple items declared on the same Certificate of Origin, shall be allowed, provided that each item must qualify separately in its own right.

Article 3.26. Treatment of Erroneous Declaration In the Certificate of Origin

Neither erasures nor superimposition shall be allowed on the Certificate of Origin. Any alterations shall be made by issuing a new Certificate of Origin to replace the erroneous one. The reference number and date of the corrected Certificate of Origin should be indicated in the appropriate field on the newly issued Certificate of Origin as detailed in Annex 38 (Specimen of Georgia-UAE Certificate of Origin and Application for a Georgia-UAE Certificate of Origin). The validity of the replacement certificate will be the same as the original.

Article 3.27. Importation by Instalments

Where, at the request of the importer and on the conditions laid down by the customs authorities of the importing Party, dismantled or non-assembled products within the meaning of General Rule 2(a) of the Harmonized System (HS) are imported by instalments, a single proof of origin for such products shall be submitted to the customs authorities upon importation of the first instalment.

Article 3.28. Certificate of Origin Issued Retrospectively

1. The Certificate of Origin shall be issued by the competent authority of the exporting Party prior to or at the time of shipment.

2. In exceptional cases where a Certificate of Origin has not been issued prior to or at the time of shipment, due to involuntary errors or omissions or other valid causes, the Certificate of Origin may be issued retroactively, but with a validity period not exceeding 12 months following the date of shipment, in which case it is necessary to indicate '"ISSUED RETROSPECTIVELY" in the appropriate field as detailed in Annex 38 (Specimen of Georgia-UAE Certificate of Origin and Application for a Georgia-UAE Certificate of Origin).

3. The provisions of this Article shall be applied to goods which comply with the provisions of this Agreement, and which on the date of its entry into force, are either in transit or are in the territory of the Parties in temporary storage under customs control. This shall be subject to the submission to the customs authorities of the importing Party, within six months from the said date, of a Certificate of Origin issued retrospectively by the competent authority of the exporting Party together with documents, showing that the goods have been transported directly in accordance with the provisions of Article 3.17 (Transit and Transshipment).

Article 3.29. Loss of the Certificate of Origin

1. In the event of theft, loss or destruction of a Certificate of Origin, the manufacturer, producer, exporter or its authorised representative may apply to the competent authority which issued it for a certified true copy of the original Certificate of Origin to be made out on the basis of the export documents in possession of the competent authority.

2. The certified true copy of the original Certificate of Origin shall be endorsed with an official signature and seal and bear the words "CERTIFIED TRUE COPY" and the date of issuance of the original Certificate of Origin in the appropriate field as detailed in Annex 38 (Specimen of Georgia-UAE Certificate of Origin and Application for a Georgia-UAE Certificate of Origin). The certified true copy of a Certificate of Origin shall be issued with the same validity period of the original Certificate of Origin.

3. The exporter shall immediately notify the loss to the competent authority, and undertake not to use the original Certificate of Origin for exports under this Agreement.

Article 3.30. Presentation of the Certificate of Origin

For the purposes of claiming preferential tariff treatment, the importer or its authorised representative shall submit to the customs authorities of the importing Party, at the time of filing an import declaration, a Certificate of Origin including supporting documentation and other documents as required, in accordance with the laws and regulations of the importing Party.

Article 3.31. Treatment of Minor Discrepancies

1. The discovery of minor discrepancies between the statements made in the Certificate of Origin and those made in the documents submitted to the customs authorities of the importing Party for the purpose of carrying out the formalities for importing the goods shall not ipso facto invalidate the Certificate of Origin, if it does in fact correspond to the goods submitted.

2. Obvious fonnal errors, such as typing errors, on a proof of origin should not cause this document to be rejected, if these errors are not such as to create doubts concerning the correctness of the statements made in the document.

Section D. Cooperation and Origin Verification

Article 3.32. Notification

The competent authorities of the Parties shall provide each other, at least 15 days before the Agreement enters in force, with the following:

(a) the specimen seals of the competent authorities issuing the Certificates of Origin;

b) the web address used for the QR code or website authentication; and

(c) the addresses of the customs authorities responsible for verifying Certificates of Origin and Origin Declarations.

Article 3.33. Denial of Preferential Tariff Treatment

1. Except as otherwise provided in this Chapter the customs authorities of the importing Party may deny .a claim for preferential tariff treatment or recover unpaid duties, in accordance with its laws and regulations, where:

(a) the good does not meet the requirements of this Chapter;

(b) the importer, exporter or producer of the good fails or has failed to comply with any of the relevant requirements of this Chapter for obtaining preferential tariff treatment;

(c) the customs authorities of the importing Party have not received sufficient information to determine that the good is originating;

(d) the exporter, producer or the customs alllhorities of the exporting Party fail to respond to a written request for information in accordance with Article 3.35 (Verification Visits); or

(e) the exporter, producer or the customs authorities of the exporting Party refuse the request for a verification visit in accordance with Article 3.35 (Verification Visits).

2. lf the customs authorities of the importing Party deny a claim for preferential tariff treatment, they shall provide the decision in writing to the importer and include the reasons for the decision.

3. Upon being communicated the grounds for denial of preferential tariff treatment, the importer may, within the period provided for in the custom laws of the importing Party, file an appeal against such decision with the appropriate authority under the customs laws and regulations of the importing Party.

Article 3.34. Retroactive Check

1. The customs authorities of the importing Party may request a retroactive check at random or when they have reasonable doubt as to the authenticity of a document or as to the accuracy of the information regarding the true origin of the goods in question or of certain parts thereof.

2. For the purpose of paragraph 1, the custom authorities of the importing Party may conduct the retroactive check by issuing a written request for additional information from the customs or competent authority of the exporting Party.

3. The request shall be accompanied by the copy of Proof of Origin concerned and shall specify the reasons and any additional information suggesting that the particulars given on the said Proof of Origin may be inaccurate, unless the retroactive check is requested on a random basis.

4. The customs authorities of the importing Party may suspend the provisions on preferential treatment while awaiting the results of the verification. However, it may release the goods to the importer subject to any administrative measures deemed necessary, provided that they are not held to be subject to import prohibition or restriction and there is no suspicion of fraud.

5. Pursuant to paragraph 2, the concerned party receiving a request for retroactive check shall respond to the request promptly and reply not later than 90 days after confirming the receipt of the request.

6. When a reply from the concerned party is not received within 90 days from the date of confirming the receipt of the request made pursuant to paragraph 5, the customs authorities of the importing Party may deny preferential tariff treatment to the good referred to in the said Proof of Origin that would have been subject to the retroactive check and recover unpaid duties.

Article 3.35. Verification Visits

1. Pursuant to paragraph 2 of Article 3.34 (Retroactive Check), if the customs authorities of the importing Party are not satisfied with the outcome of the retroactive check, they may, under exceptional circumstances for justifiable reasons, request the customs or competent authority of the exporting party to conduct a verification visit to the premises of the producer or exporter, including inspection of the exporter's or producer's accounts, records or any other check considered appropriate.

2. Prior to conducting a verification visit pursuant to paragraph 1, the customs authorities of the importing Party shall request in writing that the customs or competent authority of the exporting Party conduct the verification visit.

3. The written request mentioned in paragraph 2 shall be as comprehensive as possible and shall include, among others:

(a) the producer or exporter whose premises are to be visited;

(b) justification for the unsatisfactory outcome of the retroactive check conducted by the competent or customs authority of the exporting Party; and

(c) the coverage of the proposed verification visit, including reference to the good subject to the verification, and any evidence ofits fulfilment of the requirements of this Chapter.

4. The customs or competent authority of the exporting Party shall obtain the written consent of the producer or exporter whose premises are to be visited.

5. When a written consent from the producer or exporter is not obtained by the cusloms or the competent authority within 30 days from the date of receipt of the verification visit request, the customs authorities of the importing Party may deny preterential tariff treatment to the good referred to in the Certificate of Origin that would have been ubject to the verification visit.

6. The competent or customs authority of the exporting Party conducting the verification visit shall provide the producer or exporter whose good is subject to such verification, with a written determination of whether or not the good subject to such verification qualifies as an originating good.

7. Upon the issuance oftbe written detennfoation referred to in paragraph 6 Lhat the good qualifies as an originating good, the customs. authorities of the importing Party shall immediately restore preferential benefits and promptly refund the duties paid in excess of the preferential duty or release guarantees obtained in accordance with the domestic legislation of the Party.

8. Upon the issuance of the written detennination referred to in paragraph 6 that the good does not qualify as an originating good. the producer or exporter sliall be allowed 30 days from the date of receipt of the written determination to provide in writing comments or additional infonnation regarding the eligibility of the good for preferential tariff treatment. The final written determination shall be communicated to the producer or exporter within 30 days from the date of receipt of the comments or additional information.

9. The verification visit process, including the actual visit and the determination under paragraph 6, shall be carried o.ut and its results communicated to the competent or customs authority of the importing Party witnin a maximum period of six months from the day the initial verification visit was requested. While the process of verification is being undertaken, paragraph 4 of Article 3.34 (Retroactive Check) shall apply.

Article 3.36. Record Keeping Requirement

1. For the purposes of the verification process in Articles 3.34 (Retroactive Check) and 3.35 (Verification Visits), each Party shall require that:

(a) the manufacturer, producer or exporter retain, for a i:,eriod not less than three years from the date of issuance of the Proof of Origin, or a longer period in accordance with its domestic laws and regulations, all supporting records necessary to prove that the good for which the Proof of Origin was issued was originating;

(b) the importers shall retain, for a period not less than three years from the date of importation of the good. or a longer period in accordance with its domestic laws and regulations, all records to prove that the good for which preferential tariff treatment was claimed was originating; and

(c) the competent authority or issuing authority retain. for a period not less than three years trom the date of issuance of the Proof of Origin, or a longer period in accordance with its. domestic laws and regulations. all supporting records of the application for the Proof of Origin.

2. The records referred to in paragraph 1 may be maintained in any medium that allows for prompt retrieval, including but not limited to, digital, electronic, optical, magnetic or written form.

Article 3.37. Confidentiality

All information related to the application of this Chapter communicated between the Parties shall be treated as confidential. It shall not be disclosed by the Parties' authorities without express permission of the person or authority providing it.

Article 3.38. Contact Points

Each Party shall, within 30 days of the date of entry into force of this Agreement, designate one or more contact points within its competent authority for the implementation of this Chapter and notify the other Party of the contact details of that contact point or those contact points. Each Party shall promptly notify the other Party of any change to those contact details.

Section E. Consultation and Modifications

Article 3.39. Consultation and Modifications

The Parties shall consult and cooperate as appropriate through the Joint Committee to:

(a) ensure that this Chapter is applied in an effective and unifonn manner; and

(b) discuss necessary amendments to this Chapter, taking into account developments in technology, production processes and other related matters.

Chapter 4. CUSTOMS PROCEDURES & TRADE FACILITATION

Article 4.1. Definitions

For the purpose of this Chapter, the following definitions shall mean:

Customs authorities shall mean the Legal Entity of Public Law-Revenue Service of the Ministry of Finance of Georgia for Georgia and the Federal Authority of Identity, Citizenship, Customs and Port Security for the UAE;

Customs laws are provisions implemented by legislation or regulations concerning the importation, exportation, transit of goods or any other customs procedures whether relating to customs duties, taxes or any other charges collected by the customs authorities, or to measures for prohibition, restriction, or control enforced by the customs authorities;

Customs procedure shall mean the measures applied by the customs authorities of a Party to goods and to the means of transport that are subject to its customs laws and regulations;

Persons means both natural and legal person, unless the context otherwise requires;

Customs Mutual Assistance Agreement (CMAA) is the agreement that further enhances customs cooperation and exchange of information between the Parties to secure and facilitate lawful trade.

Authorized Economic Operator(s) (AEO) is the programme which recognises an operator involved in the international movement of goods in whatever function that has been approved by the national customs authorities as complying with the World Customs Organization (WCO) or equivalent supply chain security standards; and

Mutual Recognition Arrangement (MRA) is the arrangement between the Parties that mutually recognise AEO authorisations that have been properly granted by each Party's customs authorities.

Article 4.2. Scope

This Chapter shall apply, in accordance with the Parties' respective national laws, rules, and regulations, to customs procedures required for clearance of goods traded between the Parties.

Article 4.3. General Provisions

1. The Parties agree that their customs laws and procedures shall be transparent, non-discriminatory, consistent and avoid unnecessary procedural obstacles to trade.

(a) Each Party's customs procedures shall conform, where possible, to the standards and recommended practices of the World Customs Organization.

2. The customs authorities of each Party shall periodically review its customs procedures with a view to their further simplification and development to facilitate bilateral trade.

Article 4.4. Publication and Availability of Information

1. Each Party shall ensure that its laws, regulations. guidelines, procedures and administrative rulings governing customs matters are promptly published, either on the Internet or in print form in the English language, to the extent possible.

2. Each Party shall designate. establish, and maintain one or more enquiry points to address enquiries from interested persons pertaining to customs matters, and shall endeavour to make available publicly through electronic means, information concerning procedures for making such enquiries.

3. Nothing in this Article or in any part of this Agreement shall require either Party to publish law enforcement procedures and internal operational guidelines including those related to conducting risk analysis and targeting methodologies.

4. Each Party shall, to the extent practicable, and in a manner consistent with its domestic law and legal system, ensure that new or amended laws and regulations of general application related to the movement. release, and clearance of goods, including goods in transit. are published or information on them made otherwise publicly available, as early as possible before their entry into force. so that interested parties have the opportunity to become acquainted with the new or amended laws and regulations. Such information and publications shall be made available in the English language, to the extent possible.

Article 4.5. Risk Management

1. Each Party shall adopt a risk management approach in its customs activities, based on its identified risk of goods, in order to facilitate the clearance of low-risk consignments. while focusing its inspection activities on high-risk goods.

Article 4.6. Paperless Communications

1. For the purposes of facilitating bilateral exchange of international trade data and expediting procedures for the release of goods, the Parties shall endeavour to provide an electronic environment that supports business transactions between their respective customs authorities and their trading entities.

2. The Parties shall exchange views and information on realising and promoting paperless communications between their respective customs authorities and their trading entities.

3. The Parties' customs authorities, in implementing initiatives which provide for the use of paperless communications, shall take into account the methodologies agreed at the WCO as well as those that may be included under the CMM to be negotiated between the Parties.

Article 4.7. Advance Rulings

1. In accordance with its commitments under the World Trade Organization (WTO) Trade Facilitation Agreement (TFA), each Party shall provide for the issuance of an advance ruling, prior to the importation ofa good into its territory, to an importer of the good in its territory or to an exporter or producer of the good in the other Party.

2. For purposes of paragraph 1, each Party shall issue rulings as to whether the good qualifies as an originating good or to assess the good's tariff classification. In addition, each Party may issue rulings that cover additional trade matters as specified in the TFA. Each Party shall issue its determination regarding the origin or classification of the good within a reasonable, time-bound manner from the date of receipt of a complete application for an advance ruling.

3. The importing Party shall apply an advance ruling issued by it under paragraph I of this Article on the date that the ruling is issued or on a later date specified in the ruling, and it shall remain in effect for a reasonable period of time and in accordance with the national procedures on advanced rulings, unless the advance ruling is modified or revoked.

4. The advance ruling issued by the Party shall be binding on the person to whom the ruling is issued only.

5. A Party may decline to issue an advance ruling if the facts and circumstances forming the basis of the advance ruling request are the subject of a post-clearance audit or an administrative, or judicial review or appeal. A Party that declines to issue an advance ruling shall promptly notify, in writing, the person requesting the ruling, setting out the relevant facts and circumstances and the basis for its decision.

6. The importing Party, in accordance with its national laws and regulations, may modify or revoke an advance ruling:

(a) if the ruling was based on an error of fact;

(b) if there is a change in the material facts or circumstances on which the ruling was based;

(c) to conform with a modification of this Chapter; or (d) to conform with a judicial decision or a change in its domestic law.

7. Each Party shall provide written notice to the applicant explaining the Party's decision to revoke or modify the advance ruling issued to the applicant.

8. Each Party shall provide, in accordance with its national laws and regulations, that any modification or revocation ofan advance ruling shall be effective on the date on which the modification or revocation is issued, or on such later date as may be specified therein, and shall not be applied to importations of a good that have occurred prior to that date, unless the person to whom the advance ruling was issued has not acted in accordance with its terms and conditions.

9. Notwithstanding paragraph 3 of this Article, the issuing Party shall postpone the effective date of the modification or revocation of an advance ruling for a reasonable period of time and in accordance with each Party's national procedures on advance rulings, where the person to whom the advance ruling was issued demonstrates that he has relied in good faith to his detriment on that ruling.

Article 4.8. Penalties

1. Each Party shall maintain measures imposing criminal, civil or administrative penalties, whether solely or in combination, for violations of the Party's customs laws, regulations or procedural requirements.

2. Each Party shall ensure that penalties issued for a breach of its customs law, regulations or procedural requirements are imposed only on the person(s) responsible for the breach under its laws.

3. Each Party shall ensure that the penalty imposed by its customs authorities is dependent on the facts and circumstances of the case and is commensurate with the degree and severity of the breach.

4. Each Party shall ensure that it maintains measures to avoid conflicts of interest in the assessment and collection of penalties and duties. No portion of the remuneration of a government official shall be calculated as a fixed portion or percentage ofany penalties or duties assessed or collected.

5. Each Party shall ensure that if a penalty is imposed by its customs authorities for a breach of a customs law, regulation or procedural requirement, an explanation in writing is provided to the person(s) upon whom the penalty is imposed specifying the nature of the breach and the law regulation or procedure used for determining the penalty amount.

Article 4.9. ARTICLE 4.9 Release of Goods

1. Each Party shall adopt or maintain simplified customs procedures for the efficient release of goods in order to facilitate trade.

2. Pursuant to paragraph 1, each Party shall adopt or maintain procedures that:

(a) provide for the release of goods without unnecessary delay upon receipt of the customs declaration and fulfilment of all applicable requirements and procedures;

(b) provide for the electronic submission and processing of documentation and data, including manifests, prior to the arrival of the goods in order to expedite the release of goods from customs control upon arrival;

(c) allow goods to be released at the point of arrival without requiring temporary transfer to warehouses or other facilities; and

(d) require that the importer be informed if a Party does not promptly release goods, including, to the extent permitted by its law, the reasons why the goods are not released and which border agency, if not the customs authorities, has withheld release of the goods.

3. Nothing in this Article requires a Party to release a good if its requirements for release have not been met in accordance with its national laws and regulations nor prevents a Party from liquidating a security deposit in accordance with its law.

4. Each Party may allow, to the extent practicable and in accordance with its customs laws, goods intended for importation to be moved within its territory under customs control from the point of entry into the Party's territory to another customs office in its territory from where the goods are intended to be released provided the applicable regulatory requirements are met.

Article 4.10. Authorized Economic Operators

In order to facilitate trade and enhance compliance and risk management between them, the Parties shall conclude an Authorized Economic Operator (AEO) Mutual Assistance Arrangement (MRA).

Article 4.11. Border Agency Cooperation

Each Party shall ensure that its authorities and agencies responsible for border controls and procedures dealing with the importation, exportation, and transit of goods cooperate with one another and coordinate their activities in order to facilitate trade pursuant to this Chapter.

Article 4.12. Expedited Shipments

1. In accordance with its TFA commitments, each Party shall adopt or maintain expedited customs procedures for goods entered through air cargo facilities while maintaining appropriate customs control and selection. These procedures shall:

(a) provide for information necessary to release an express shipment to be submitted and processed before the shipment arrives;

(b) allow a single submission of information covering all goods contained in an express shipment, such as a manifest through, if possible, electronic means; (1)

(1) Additional documents may be required as a condition for release.

(c) to the extent possible, provide for the release of certain goods with a minimum of documentation;

(d) under normal circumstances, provide for express shipments to be released as soon as possible after submission of the necessary customs documents, provided the shipment has arrived;

(e) apply to shipments of any weight or value recognising that a Party may require formal entry procedures as a condition for release, including declaration and supporting documentation and payment of customs duties, based on the good's weight or value; and

(f) provide that, under normal circumstances, no customs duties will be assessed on express shipments valued at or below a fixed amount set under the Party's law. (2)

(2) Notwithstanding this Article, a Party may assess customs duties, or may require formal entry documents, for restricted or controlled goods, such as goods subject to import licensing or similar requirements.

Article 4.13. Review and Appeal

1. Each Party shall ensure that any person to whom it issues a determination on a customs matter has access to:

(a) at least one level of administrative review of determinations by its customs authorities independent (3) of either the official or office responsible for the decision under review; and

(3) The level of administrative review for the UAE may include the competent authority supervising the customs authorities.

(b) judicial review of decisions taken at the final level of administrative review.

2. Each Party shall ensure that its procedures for appeal and review are carried out in a non-discriminatory and timely

manner.

3. Each Party shall ensure than an authority conducting a review or appeal under paragraph 1 notifies the person in writing of its detennination or decision in the review or appeal, and the reasons for the determination or decision.

Article 4.14. Customs Cooperation

1. With a view to further enhancing customs cooperation and exchange of information between the customs authorities to secure and facilitate lawful trade, each Party shall implement and comply with the obligations in the CMAA.

2. The Parties shall facilitate initiatives for the exchange of information on best practices in relation to the implementation and management of customs procedures described in this Chapter. and in accordance with the CMAA.

Article 4.15. Confidentiality

1. Nothing in this Agreement shall be construed to require a Party to furnish or allow access to confidential information, the disclosure of which would impede law enforcement. or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private. Any information received under this Agreement shall be treated a confidential pursuant to the terms of the CMAA.

2. Each Party shall maintain, in accordance with its domestic laws, the confidentiality of information obtained pursuant to this Chapter and shall protect that information from disclosure that could prejudice the competitive position of the persons providing the information.

Chapter 5. SANITARY AND PHYTOSANITARY MEASURES

Article 5.1. Definitions

1. The definitions in Annex A of the SPS Agreement are incorporated into this Chapter and shall form part of this Chapter, mutatis mutandis.

2. In addition, for the purposes of this Chapter:

competent authority means a government body of each Party responsible for measures and matters referred to in this Chapter;

emergency measure means a sanitary or phytosanitary measure that is applied by the importing Party to the other Party to address an urgent problem of human, animal or plant life or health protection that arises or threatens to arise in the Party applying the measure; and

contact point means the governmental body of each Party that is responsible for the implementation of this Chapter and the coordination of that Party's participation in the Sub-committee's activities under Article 5.11 (Sub-committee on Sanitary and Phytosanitary Measures).

Article 5.2. Objectives

1. The objectives of this Chapter are to:

(a) protect human, animal, or plant life or health in the territories of the Parties while facilitating trade between them;

(b) reinforce the SPS Agreement;

(c) strengthen communication, consultation, and cooperation between the Parties, and particularly between the Parties' competent authorities;

(d) ensure that sanitary or phytosanitary measures implemented by a Party do not create unnecessary barriers to trade;

(e) enhance transparency in, and understanding of, the application of each Party's sanitary and phytosanitary measures; and

(f) encourage the development and adoption of science-based international standards, guidelines, and recommendations, and promote their implementation by the Parties.

Article 5.3. Scope

1. This Chapter shall apply to all sanitary and phytosanitary measures of a Party that may, directly or indirectly, affect trade between the Parties.

2. Nothing in this Chapter shall prevent a Party from adopting or maintaining halal requirements for food and food products in accordance with Islamic law.

Article 5.4. General Provisions

1. The Parties affirm their rights and obligations under the SPS Agreement.

2. Nothing in this Agreement shall limit the rights and obligations that each Party has under the SPS Agreement. 3. No Party shall have recourse to dispute settlement under Chapter 15 (Dispute Settlement) with respect to the obligations described in this Chapter.

Article 5.5. Equivalence

1. The Parties recognise that the principle of equivalence, as provided for under Article 4 of the SPS Agreement, has mutual benefits for both exporting and importing countries.

2. The Parties shall follow the procedures for determining the equivalence of SPS measures and standards developed by the WTO SPS Committee and relevant international standard setting bodies in accordance with Annex A of the SPS Agreement, mutatis mutandis.

3. Compliance by an exported product with a technical regulation or standard of the exporting Party that has been accepted as equivalent to SPS measures and standards of the importing Party shall not remove the need for that product to comply with any other relevant mandatory requirements of the importing Party.

Article 5.6. Risk Assessment

1. Parties shall ensure that any SPS measure is applied only to the extent necessary to protect human, animal or plant life or health, is based on scientific principles, and is not maintained without sufficient scientific evidence.

2. Notwithstanding paragraph I, where relevant scientific evidence is insufficient, a Member may provisionally adopt SPS measures on the basis of available pertinent information, including that from relevant international organisations as well as from SPS measures applied by other Members. In such circumstances, the importing Party shall seek to obtain the additional information necessary for a more objective assessment of risk and review the SPS measure within a reasonable period of time.

Article 5.7. Emergency Measures

1. If a Party adopts an emergency measure that is necessary for the protection of human, animal or plant life or health, the Party shall promptly notify the other Party of that measure through the relevant contact points and competent authorities referred to in Article 5.10 (Competent Authorities and Contact Points). The importing Party shall take into consideration any information provided by the other Party in response to the notification. Emergency measures may be notified immediately after they come into effect, with an explanation of the reasons for resorting to emergency action.

2. The process of adoption and notification of emergency measures shall be conducted in full compliance with the SPS Agreement and the guidelines adopted by the WTO SPS Committee.

3. If a Party adopts an emergency measure, it shall review the scientific basis of that measure within six months and make available the results of the review to the other Party on request. If the emergency measure is maintained after the review, because the reason for its adoption remains, the Party should review the measure periodically.

Article 5.8. Transparency

1. The Parties recognise the value of transparency in the adoption and application of sanitary and phytosanitary measures and the importance of sharing information about such measures on an ongoing basis.

2. In implementing this Article, each Party should take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations.

3. Each Party agrees to notify a proposed sanitary or phytosanitary measure that may have an effect on the trade of the other Party, including any that conforms to international standards, guidelines or recommendations, by using the WTO SPS notification submission system as a means of notification.

4. Unless urgent problems of human, animal or plant life or health protection arise or threaten to arise, or the measure is of a trade-facilitating nature, the Party proposing a sanitary or phytosanitary measure other than proposed legislation shall normally allow at least 60 days for the other Party to provide written comments on the proposed measure, after it makes a notification under paragraph 3. If feasible and appropriate, the Party proposing the measure should allow more than 60 days. The Party shall consider any reasonable request from the other Party to extend the comment period. On request of the other Party, the Party proposing the measure shall respond to the written comments of the other Party in an appropriate manner.

5. A Party that proposes to adopt a sanitary or phytosanitary measure shall discuss with the other Party, on request and if appropriate and feasible, any scientific or trade concerns that the other Party may raise regarding the proposed measure and the availability of alternative, less trade-restrictive approaches for achieving the objective of the measure.

6. The Parties shall encourage the publication, by electronic means in an official journal or on a website, of the proposed sanitary or phytosanitary measure notified under paragraph 3 and the legal basis for the measure, and the written comments or a summary of the written comments that the Party has received from the public on the measure.

7. Each Party shall notify the other Party of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text of the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. Each Party shall publish, preferably by electronic means, notices of final sanitary or phytosanitary measures in an official journal or website.

8. The exporting Party shall notify the importing Party through the contact points referred to in Article 5. 10 (Competent Authorities and Contact Points) in a timely and appropriate manner:

(a) if it has knowledge of a significant sanitary or phytosanitary risk related to the export of a good from its territory;

(b) of urgent situations where a change in animal or plant health status in the territory of the exporting Party may affect current trade;

(c) of significant changes in the status of a regionalised pest or disease;

(d) of new scientific findings of importance which affect the regulatory response with respect to food safety, pests or diseases; and

(e) of significant changes in food safety, pest or disease management, control or eradication policies or practices that may affect current trade.

9. Each Party shall provide to the other Party, on request, all sanitary or phytosanitary measures related to the importation of a good into that Party's territory.

Article 5.9. Cooperation

1. The Parties shall explore opportunities for further cooperation, collaboration and information exchange between them on sanitary and phytosanitary matters of mutual interest, consistent with this Chapter. Those opportunities may include trade facilitation initiatives and technical assistance. The Parties shall cooperate to facilitate the implementation of this Chapter.

2. The Parties shall cooperate and may jointly identify work on sanitary and phytosanitary matters with the goal of eliminating unnecessary obstacles to trade between them.

3. If there is mutual interest and with the objective of establishing a common scientific foundation for each Party's regulatory approach, the competent authorities of the Parties are encouraged to:

(a) share best practices; and

(b) cooperate on joint scientific data collection.

Article 5.10. Competent Authorities and Contact Points

1. To facilitate communication on matters covered by this Chapter, each Party shall notify the other Party of its competent authority and contact point within 30 days from the entry into force of this Agreement.

2. Each Party shall promptly inform the other Party of any change in competent authority or in its contact point.

Article 5.11. Sub-committee on Sanitary and Phytosanitary Measures

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Sub-committee on Sanitary and Phytosanitary Measures (Sub-committee on SPS Measures), composed of government representatives of each Party responsible for sanitary and phytosanitary matters. The Sub-committee on SPS Measures shall work subject to the direction of the Joint Committee.

2. The objectives of the Sub-committee on SPS Measures are to: (a) enhance each Party's implementation of this Chapter; (b) consider sanitary and phytosanitary matters of mutual interest; and (c) enhance communication and cooperation on sanitary and phytosanitary matters.

3. The Sub-committee on SPS Measures is intended to serve as a forum to:

(a) improve the Parties' understanding of sanitary and phytosanitary issues that relate to the implementation of the SPS Agreement and this Chapter;

(b) enhance mutual understanding of each Party's sanitary and phytosanitary measures and the regulatory processes that relate to those measures;

(c) exchange information on the implementation of this Chapter; and

(d) share information on any sanitary or phytosanitary issue that has arisen between them.

4. The Sub-committee on SPS Measures shall establish its terms of reference at its first meeting and may revise those terms as needed, and shall thereafter meet as needed at its own discretion or at the direction of the Joint Committee.

5. If a Party considers that there is a disruption to trade on sanitary and phytosanitary grounds, it may request technical consultations through the Sub-committee on SPS Measures on an urgent basis with a view to facilitating trade. On receiving a request under this paragraph, the other Party shall endeavour to provide any requested information and respond to questions pertaining to the matter, and if requested, enter into consultations within a reasonable period of time after receiving such a request. The Parties shall make every effort to reach a mutually satisfactory resolution through consultations within a period of time agreed upon by the Parties.

Chapter 6. TECHNICAL BARRIERS TO TRADE

Article 6.1. Definitions

For the purposes of this Chapter the definitions shall be those contained in Annex l of the TBT Agreement.

Article 6.2. Objectives

The objective of this Chapter is to facilitate trade in goods, including by eliminating unnecessary technical barriers to trade, enhancing transparency, and promoting greater regulatory cooperation and good regulatory practices.

Article 6.3. Scope

1. This Chapter shall apply to standards, technical regulations, and conformity assessment procedures that may affect trade in goods between the Parties.

2. Notwithstanding paragraph l, this Chapter shall not apply to:

(a) Purchasing specifications prepared by a governmental body for its production or consumption requirements which are covered by Chapter 12 (Government Procurement); or

(b) sanitary or phytosanitary measures which are covered by Chapter 5 (Sanitary and Phytosanitary Measures).

Article 6.4. Affirmation of the TBT Agreement

The Parties affirm their existing rights and obligations with respect to each other under the TBT Agreement.

Article 6.5. Standards

1. Each Party shall use relevant international standards, guides, and recommendations, to the extent provided in Articles 2.4 and 5.4 of the TBT Agreement, as a basis for its technical regulations and conformity assessment procedures.

2. For the purpose of applying this Chapter, standards issued by international organisations, including among others the International Organization for Standardization (ISO), the International Electrotechnical Commission (IEC), the International Telecommunication Union (ITU) and the Codex Alimentarius Commission (CAC) shall be considered relevant international standards in the sense of Article 2.4 of the TBT Agreement. (1)

(1) For greater certainty, for the purposes of this Article, the Parties confirm their understanding of the applicability of the "Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement", adopted on 13 November 2000 by the WTO Committee on Technical Barriers to Trade (Annex 2 to PART I of GffBT/l/Rev.15), and any subsequent version thereof.

3. The Parties shall encourage cooperation between their respective national standardising organisations in areas of mutual interest, in the context of their participation in international standardising bodies, to ensure that international standards developed within such organisations are trade facilitating and do not create unnecessary obstacles to international trade.

Article 6.6. Technical Regulations

1. The Parties shall use international standards or the relevant parts of them as a basis for preparing their technical regulations, unless those international standards or relevant parts are ineffective or inappropriate for achieving the legitimate objective pursued. Each Party shall, upon request of the other Party, provide its reasons for not having used international standards or the relevant parts of them as a basis for preparing its technical regulations.

2. The Parties shall strengthen communications and coordination with each other, where appropriate, in the context of discussions of arrangements on the equivalence of technical regulations and related issues in international fora, such as the WTO Committee on Technical Barriers to Trade.

Article 6.7. Conformity Assessment Procedures

1. The Parties recognise that, depending on the specific sectors involved, a broad range of mechanisms exists to facilitate the acceptance of the results of conformity assessment procedures. Such mechanisms may include:

(a) recognising existing international multilateral recognition agreements and arrangements among conformity assessment bodies;

(b) promoting mutual recognition of conformity assessment results by the other Party, through recognising the other Party's designation of conformity assessment bodies;

(c) encouraging voluntary arrangements between conformity assessment bodies;

(d) other mechanisms as mutually agreed by the Parties.

2. Each Party, with a view to increasing efficiency of the conformity assessment, shall seek upon request to enhance the acceptance of the results of conformity assessment procedures, conducted by the relevant accredited and/or authorised conformity assessment bodies in the territory of the other Party, through a separate mutual recognition agreement.

3. The Parties agree, upon request, to exchange information on conformity assessment procedures, including testing, inspection, certification and accreditation.

4. The Parties shall endeavour to intensify their exchange of information on acceptance mechanisms with a view to facilitating the acceptance of conformity assessment results.

Article 6.8. Cooperation

1. The Parties shall consider the possibilities to strengthen their cooperation in the field of standards, technical regulations, and conformity assessment procedures with a view to:

(a) increasing the mutual understanding of their respective systems;

(b) enhancing cooperation between the Parties' regulatory agencies on matters of mutual interests including health, safety and environmental protection;

(c) facilitating trade by implementing good regulatory practices; and

(d) enhancing cooperation, as appropriate, to ensure that technical regulations and conformity assessment procedures are based on international standards or the relevant parts of them and do not create unnecessary obstacles to trade between the Parties.

2. In order to achieve the objectives set out in paragraph 1, the Parties shall, as mutually agreed and to the extent possible, co-operate on regulatory issues, which may include the:

(a) promotion of good regulatory practices based on risk management principles;

(b) exchange of information with a view to improving the quality and effectiveness of their technical regulations;

(c) development of joint initiatives for managing risks to health, safety, or the environment, and preventing deceptive practices; and

(d) exchange of market surveillance information where appropriate.

3. The Parties shall encourage cooperation between their respective organisations responsible for standardisation, conformity assessment, accreditation, and metrology, with the view to facilitating trade and avoiding unnecessary obstacles to trade between the Parties.

Article 6.9. Transparency

1. Each Party shall, upon request of the other Party, provide information, including the objective of, and rationale for, a technical regulation or conformity assessment procedure which the Party has adopted or proposes to adopt and that may affect trade between the Parties, within a reasonable period of time as agreed between the Parties.

2. When a proposed technical regulation is submitted for public consultation or notified to the WTO, a Party shall give appropriate consideration to the comments received from the other Party, and, upon request of the other Party, provide written answers to the comments made by the other Party.

3. The Parties shall endeavour to ensure that all adopted technical regulations and conformity assessment procedures are publicly available.

Article 6.10. Information Exchange and Technical Discussions

1. Any information or explanation that a Party provides upon request of the other Party pursuant to this Chapter shall be provided in print or electronically within a reasonable period of time. Each Party shall endeavour to respond to such a request within 60 days.

2. All communication between the Parties on any matter covered by this Chapter shall be conducted through the contact points designated under Article 6.11 (Contact Points).

3. On request of a Party for technical discussions on any matter arising under this Chapter, the Parties shall endeavour, to the extent practicable, to enter into technical discussions by notifying the contact points designated under Article 6.11 (Contact Points).

Article 6.11. Contact Points

1. For the purposes of this Chapter, the contact points are:

(a) For Georgia: the Ministry Economy and Sustainable Development, Foreign Trade Policy Department or its successor; and

(b) For the UAE: the Standards and Regulation Sector of the Ministry of Industry and Advanced Technology, or its successor.

2. Each Party shall promptly notify the other Party of any change of its contact point.

Chapter 7. TRADE REMEDIES

Article 7.1. Anti-Dumping and Countervailing Measures

General

1. The Parties recognise the right to apply measures consistent with Article VI of the GA TT 1994, the Anti-Dumping Agreement, and the SCM Agreement, and the importance of promoting transparency in anti-dumping and countervailing duty proceedings and of ensuring the opportunity of all interested parties to participate meaningfully in such proceedings.

2. Except for paragraph 4 no provision of this Agreement shall be construed to impose any rights or obligations on a Party with respect to anti-dumping or countervailing duty measures.

3. Neither Party may have recourse to dispute settlement under this Agreement for any matter arising under this Article. (1)

(1) Although recourse to dispute settlement is not available with respect to paragraph 4, the Parties reaffirm that this paragraph create binding rights and obligations.

Practices Relating to Anti-dumping and Countervailing Duty Proceedings

4. The Parties recognise the following practices as promoting the goals of transparency and due process in anti-dumping and countervailing duty proceedings:

(a) upon receipt by a Party's investigating authorities of a properly documented anti-dumping or countervailing duty application with respect to imports from another Party the Party provides written notification of its receipt of the application to the other Party;

(b) as soon as possible after a Party accepts a countervailing application and in any event before the Party initiates an investigation, the Party shall invite the Party the products of which are subject to the application for consultations with the aim of clarifying the situation as to the matters referred to in the application and arriving at a mutually agreed solution;

(c) without prejudice to the obligation to afford reasonable opportunity for consultation, these provisions regarding consultations are not intended to prevent the authorities of a Party from proceeding expeditiously with regard to initiating the investigation, reaching preliminary or final determinations, whether affirmative or negative, or from applying provisional or final measures, in accordance with its national laws;

(d) in any proceeding in which the investigating authorities determine to conduct an in-person verification of information that is provided by a respondent, (2) and that is pertinent to the calculation of anti-dumping duty margins or the level of a countervailable subsidy, the investigating authorities promptly notify each respondent of their intent, and:

(2) For the purposes of this paragraph, "respondent" means a producer, manufacturer, exporter, importer and, where appropriate, a government or government entity, that is required by a Party's investigating authorities to respond to an anti-dumping or countervailing duty questionnaire.

(i) provide to each respondent advance notice of the dates on which the authorities intend to conduct an in-person verification of the information; and

(ii) prior to an in-person verification, provide to the respondent a document that sets out the topics the respondent should be prepared to address during the verification and that describes the types of supporting documentation to be made available for review. This does not preclude the investigation authorities to request further details in the light of information obtained on the spot;

(e) if, in an anti-dumping or countervailing duty action that involves imports from another Party, a Party's investigating authorities determine that a timely response to a request for information does not comply with the request, the investigating authorities shall inform the interested party that submitted the response of the nature of the deficiency and, to the extent practicable in light of time limits established to complete the anti-dumping or countervailing duty action, provide that interested party with an opportunity to remedy or explain the deficiency. If that interested party submits further information in response to that deficiency and the investigating authorities find that the response is not satisfactory, or that the response is not submitted within the applicable time limits, and if the investigating authorities disregard all or part of the original and subsequent responses, the investigating authorities shall explain in the determination or other written document the reasons for disregarding the information;

(f) before a final determination is made, the investigating authorities inform Parties participating in the investigation of the essential facts that form the basis of the decision whether to apply definitive measures. Subject to the protection of

confidential information, the investigating authorities may use any reasonable means to disclose the essential facts. Such disclosure shall be made in writing, and should take place in sufficient time for interested parties to defend their interests;

(g) the disclosure of the essential facts shall contain in particular;

(i) in the case of an anti-dumping investigation, the margins of dumping established, a sufficiently detailed explanation of the basis and methodology upon which normal values and export prices were established and of the methodology used in the comparison of the normal values and export prices including any adjustments;

(ii) in the case of a countervailing duty investigation, the determination of countervailable subsidisation, including sufficient details on the calculation of the amount and methodology followed to determine the existence of subsidisation; and

(iii) information relevant to the determination of injury, including information concerning the volume of the dumped or subsidised imports and the effect of the dumped or subsidised imports on prices in the domestic market for like goods, the detailed methodology used in the calculation of price undercutting, the consequent impact of the dumped or subsidised imports on the domestic industry and the demonstration of a causal relationship including the examination of factors other than the dumped or subsidised imports.

Article 7.2. Global Safeguard Measures

Each Party retains its rights and obligations under Article XIX of GATT 1994 and the WTO Safeguards Agreement. This Agreement does not confer any additional rights or obligations on the Parties with regard to actions taken under Article XIX of GATT 1994 and the Safeguards Agreement, except that a Party taking a global safeguard measure may exclude imports of an originating good of the other Party if such imports are not a substantial cause (3) of serious injury or threat thereof. (4)

(3) For purposes of this Article, "substantial cause" means a cause that is important and not less than any other cause.

(4) For clarity, with respect to the UAE, this Article applies to global safeguard measures conducted by the Ministry of Economy under its authority pursuant to Articles 2, 3, 4 and 8 (2) of Federal Law No. (I) of 2017 on Anti-dumping, Countervailing and Safeguard Measures.

Article 7.3. Cooperation In Trade Remedies Investigations

1. The Parties shall endeavour to encourage cooperation on trade remedies between the relevant agencies of each Party who have responsibility for trade remedies matters.

2. The purpose of this cooperation shall be, to the extent possible:

(a) enhance each Party's knowledge and understanding of the other Party's trade remedy laws, policies and practices;

(b) exchange information on issues relating to anti-dumping, subsidies and countervailing measures;

(c) development of educational programs related to the administration of trade remedy laws;

(d) enhance the Parties' knowledge and understanding of anti-circumvention in the implementation of anti-dumping and countervailing measures; and

(e) discuss other relevant topics of mutual interest agreed between the Parties.

3. The relevant agencies of each Party that have the responsibility for trade remedy matters under this Chapter shall be the following:

(a) for Georgia, the National Competition Agency or its successor; and

(b) for the UAE, the Ministry of Economy or its successor.

Chapter 8. TRADE IN SERVICES

Article 8.1. Definitions

For the purpose of this Chapter:

Aircraft repair and maintenance services mean such activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and do not include so-called line maintenance;

Commercial presence means any type of business or professional establishment through:

(a) the constitution, acquisition or maintenance ofajuridical person, or

(b) the creation or maintenance of a branch or representative office within the territory of a Party for the purpose of supplying a service;

Computer reservation system services mean services provided by computerised systems that contain information about air carriers' schedules, availability, fares and fare rules, through which reservations can be made or tickets may be issued;

Juridical person means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation, trust/fund, partnership, joint venture, sole proprietorship or association;

Juridical person of the other Party means a juridical person which is either:

(a) constituted or otherwise organised under the law of that other Party, and is engaged in substantive business operations in the territory of:

(i) that Party; or

(ii) any Member of the WTO and is owned or controlled by natural persons of that other Party or by juiidical persons that meet all the conditions of subparagraph (a)(i); or

(b) in the case of the supply of a service through commercial presence, owned or controlled by:

(i) natural persons of that Party; or

(ii) juridical persons of that other Party identified under subparagraph (a);

A juridical person is:

(a) "owned" by persons of a Party if more than 50 percent of the equity interest in it is beneficially owned by persons of that Party;

(b) "'controlled'' by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions; or

(c) "affiliated" with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;

Measure means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

Measures by a Party means measures taken by:

(a) central, regional or local governments and authorities; and

(b) non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities;

In fulfilling its obligations and commitments under the Agreement, each Party shall take such reasonable measures as may be available to it to ensure their observance by regional and local governments and authorities and non-governmental bodies within its territory;

Measures by a Party affecting trade in services include measures in respect of:

(a) the purchase, payment or use of a service;

(b) the access to and use of, in connection with the supply of a service, services which are required by a Party to be offered to the public generally; and

(c) the presence, including commercial presence, of persons of a Party for the supply of a service in the territory of the other Party;

Monopoly supplier of a service means any person, public or private, which in the relevant market of the territory of a Party is authorised or established formally or in effect by that Party as the sole supplier of that service;

Natural person of the other Party means a national or a permanent resident (1) of the UAE or Georgia;

(1) For the purposes of the UAE, the term "permanent resident' shall mean any natural person who is in possession of a valid residency permit under the laws and regulations of the UAE.

Person means either a natural person or a juridical person;

Sector of a service means:

(a) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's Schedule; or

(b) otherwise, the whole of that service sector, including all of its subsectors;

Selling and marketing of air transport services mean opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services nor the applicable conditions;

Services include any service in any sector except services supplied in the exercise of governmental authority;

Service consumer means any person that receives or uses a service; Service of the other Party means a service which is supplied:

(a) from or in the territory of that other Party, or in the case of maritime transport, by a vessel registered under the laws of that other Party, or by a person of that other Party which supplies the service through the operation of a vessel and/or its use in whole or in part; or

(b) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

A service supplied in the exercise of governmental authority means any service which is supplied neither on a commercial basis, nor in competition with one or more service suppliers;

Service supplier of a Party means any natural or juridical person of a Party that seeks to supply or supplies a service (2)

(2) Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under the Agreement. Such treatment shall be extended to the presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory where the service is supplied.

Supply of a service includes the production, distribution, marketing, sale, and delivery of a service; Trade in services is defined as the supply of a service:

(a) from the territory of a Party into the territory of the other Party;

(b) in the territory of a Party to the service consumer of the other Party;

(c) by a service supplier of a Party, through commercial presence in the territory of the other Party; and

(d) by a service supplier of a Party, through presence of natural persons of a Party in the territory of the other Party;

Traffic rights mean the right for scheduled and non-scheduled services to operate and/or to carry passengers, cargo and mail for remuneration or hire from, to, within, or over the territory of a Party, including points to be served, routes to be operated, types of traffic to be carried, capacity to be provided, tariffs to be charged and their conditions, and criteria for designation of airlines, including such criteria as number, ownership, and control.

Article 8.2. Scope and Coverage

1. This Chapter applies to measures adopted or maintained by Parties affecting trade in services.

2. This Chapter shall not apply to:

(a) laws, regulations, or requirements governing the procurement by government agencies of services purchased for governmental purposes and not with a view to commercial resale or with a view to use in the supply of services for commercial sale;

(b) services supplied in the exercise of governmental authority;

(c) subsidies or grants provided by a Party, including government-supported loans, guarantees, and insurance; and

(d) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding citizenship, residence or employment on a permanent basis. Nothing in this Chapter or its Annexes shall prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to any Party under the terms of a specific commitment. (3)

(3) The sole fact of requiring a visa for natural persons of certain country and not for those of others shall not be regarded as nullifying or impairing benefits under a specific commitment.

(e) measures affecting air traffic rights or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting:

(i) aircraft repair and maintenance services;

(ii) the selling and marketing ofair transport services; or (iii) computer reservation system services.

Article 8.3. Schedules of Specific Commitments

1. Each Party shall set out in a schedule, called its Schedule of Specific Commitments, the specific commitments it undertakes in accordance with Articles 8.5 (Market Access), 8.6 (National Treatment). and 8.7 (Additional Commitments).

2. With respect to sectors where such commitments are undertaken, each Schedule of Specific Commitments shall specify:

(a) terms, limitations and conditions on market access;

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

(d) where appropriate, the time-frame for implementation of such commitments; and

(e) the date of entry into force of such commitments.

3. Measures inconsistent with both Articles 8.5 (Market Aceess) and 8.6 (National Treatment) shall be inscribed in the column relating to Article 8.5 (Market Access). In this case the inscription will be considered to provide a condition or qualification to Article 8.6 (National Treatment) as well.

4. The Parties' Schedules of Specific Commitments are set forth in Annex 8A and 8B (Schedules of Specific Commitments).

Article 8.4. Most-Favoured Nation Treatment

1. Except as provided for in its List of MFN Exemptions contained in Annex 8C and 8D (MFN Exemptions), a Patty shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of the other Party treatment no less favourable than that it accords to like services and service suppliers of any non-Party.

2. The obligations of paragraph 1 shall not apply to:

(a) Treatment granted under other existing or future agreements concluded by one of the Parties and notified under Article V or V bis of the GATS, as well as treatment granted in accordance with Article VII of the GATS or prudential measures in accordance with the GATS Annex on Financial Services;

(b) Treatment granted by the UAE to services and service suppliers of the GCC Member States under the GCC Economic Agreement and treatment granted by the UAE under the Greater Arab Free Trade Area (GAFTA); or

(c) Treatment granted by Georgia to services and service suppliers of the European Union Member States under the Association Agreement between the European Union and the European Atomic Energy Community and their Member States of the one part, and Georgia, of the other part.

3. The rights and obligations of the Parties in respect of advantages accorded to adjacent countries shall be governed by paragraph 3 of Article II of the GATS, which is hereby incorporated into and made part of this Agreement.

4. If, after the entry into force of this Agreement, a Party enters into any agreement on trade in services with a non-Party, it shall negotiate, upon request by the other Party, the incorporation into this Agreement of a treatment no less favourable than that provided under the agreement with the non-Party. The Parties shall take into consideration the circumstances under which a Party enters into any agreement on trade in services with a non-Party.

Article 8.5. Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services" contained in Article 8.1 (Definitions) each Party shall accord services and servic suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments. (4)

(4) If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in referred to in the definition of "trade in services" contained in Article 8.1 (Definitions) and if the cro s-border mo ement of capital is an essential part of the service itself, that Party is thereby committed to allow such 1110 ement of capital. If a Party undertakes a market-access commitment in relation to the supply or a service through the mode of supply referred to in the definition of "trade in services" paragraph (iii) contained in Article 8.1 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt, either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its schedule of Specific Commitments, are defined as:

(a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirements of an economic needs test;

(b) limitations on the total value of service transactions or assets in the form of numerical quotas or the requirement of an economic needs test;

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test; (5)

(5) Subparagraph 2(c) does not cover measures of a Party which limit inputs for the supply of services.

(d) limitations on the total number of natural persons that may be employed in a particular service sector or that a service supplier may employ and who are necessary for, and directly related to, the supply of a specific service in the form of numerical quotas or the requirement of an economic needs test;

(e) measures which restrict or require specific types of legal entity or joint venture through which a service supplier may supply a service; and

(f) limitations on the participation of foreign capital in terms of maximum percentage limit on foreign shareholding or the total value of individual or aggregate foreign investment.

Article 8.6. National Treatment

1. With respect to the services sectors inscribed in its Schedule of Specific Commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers. (6)

(6) Specific commitments assumed under this Article shall not be construed to require either Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or service suppliers.

2. A Party may meet the requirement in paragraph 1 by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers.

3. Formally identical or formally different treatment by a Party shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of that Party compared to the like service or service suppliers of the other Party.

Article 8.7. Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 8.5 (Market Access) and 8.6 (National Treatment), including those regarding qualification, standards or licensing matters. Such commitments shall be inscribed in that Party's Schedule of Specific Commitments.

Article 8.8. Modification of Schedules

Upon written request by a Party, the Parties shall hold consultations to consider any modification or withdrawal of a specific commitment in the requesting Party's Schedule of Specific Commitments. The consultations shall be held within three months after the requesting Party made its request. In the consultations, the Parties shall aim to ensure that a general level of mutually advantageous commitments no less favourable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations is maintained. Modifications of Schedules are subject to any procedures adopted by the Joint Committee established in Chapter 17 (Administration of the Agreement).

Article 8.9. Domestic Regulation

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

2. (a) Each Party shall maintain or institute as soon a practicable judicial, arbitral or administrative tribunals or procedures which provide, on request of an affected service supplier, for the prompt review of and where justified, appropriate remedies for, administrative decisions affecting trade in services. Where such procedures are not independent of the agency entrusted with the administrative decision concerned. the Party shall ensure that the procedures in fact provide for an objective and impartial review.

(b) The provisions of subparagraph (a) shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

3. Where authorisation is required for the supply of a service on which a specific commitment under this Agreement has been made, the competent authorities of each Party shall:

(a) within a reasonable period of time after the submission of an application considered complete under domestic laws and regulations, inform the applicant of the decision concerning the application

(b) in the case of an incomplete application. on request of the applicant, identify all the additional information that is required to complete the application and provide the opportunity to remedy deficiencies within a reasonable timeframe; and

(c) on request of the applicant, provide without undue delay information concerning the status of the application.

4. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, in sectors where specific commitments are undertaken, the Parties shall aim to ensure that such requirements are:

(a) based on objective and transparent criteria, such as competence and the ability to supply the service;

(b) not more burdensome than necessary to ensure the quality of the service; and (c) in the case oflicensing procedures, not in themselves a restriction on the supply of the service.

5. In determining whether a Party is in conformity with the obligation under paragraph 4, account shall be taken of international standards of relevant international organisations applied by that Party. (7)

(7) The term "relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of the Parties to this Agreement.

6. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party.

7. Upon mutual consent, the Parties shall jointly review the results of the negotiations on disciplines on domestic regulation, pursuant to Article VI.4 of the GATS, with a view to incorporating them into this Chapter.

Article 8.10. Recognition

1. For the purposes of the fulfilment, in whole or in part, of its standards or criteria for the authorisation, licensing or certification of service suppliers, and subject to paragraph 3, a Party may recognise, or encourage its relevant competent bodies to recognise, the education or experience obtained, requirements met, or licences or certifications granted in the other Party. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement between the Parties or their relevant competent bodies, or may be accorded autonomously.

2. Where a Party recognises, by agreement or arrangement, the education or experience obtained, requirements met, or licenses or certifications granted in the territory of a non-party, that Party shall afford the other Party adequate opportunity to negotiate its accession to such an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that the education, experience, licences or certifications obtained or requirements met in that other Party's territory should also be recognised.

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other Party and non-Parties in the application of its standards or criteria for the authorisation, licensing or certification of service suppliers, or a disguised restriction on trade in services.

4. The Parties agree to encourage, where possible, the relevant bodies in their respective territories responsible for issuance and recognition of professional and vocational qualifications to strengthen cooperation and to explore possibilities for mutual recognition of respective professional and vocational qualifications.

Article 8.11. Payments and Transfers

1. Except under the circumstances envisaged in Article 8.14 (Restrictions to Safeguard the Balance-of-Payments), a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Alticles of Agreement of the Fund including the use of exchange actions which are in conformity with the Article of Agreement, provided that a Party shall not impose restrictions on any capital transaction inconsistently with its speci fie commitments regarding such transactions. except under Article 8.14 (Restrictions to Safeguard the Balance-of-Payments) or at the request of the International Monetary Fund.

Article 8.12. Monopolies and Exclusive Service Suppliers

The rights and obligations of the Parties in respect of monopolies and exclusive service suppliers shall be governed by paragraphs 1, 2, and 5, of Article VIII of the GATS, which are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 8.13. Business Practices

The rights and obi igations of the Parties in respect of business practices shall be governed by Article IX of the GATS, which is hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 8.14. Restrictions to Safeguard the Balance-of-Payments

1. The Parties shall endeavour to avoid the imposition of restrictions to safeguard the balance of payments.

2. Where any of the Parties to this Agreement is in serious balance of payments difficulties, or under threat thereof, it may adopt or maintain restrictive measures with regard to trade in services, including on payments and transfers.

3. The rights and obligations of the Parties in respect of such restrictions shall be governed by paragraphs 1 to 3 of Article XII

of the GA TS, which are hereby incorporated into and made part of this Agreement, mutatis mutandis. A Party adopting or maintaining such restrictions shall promptly notify the Joint Committee thereof.

Article 8.15. Denial of Benefits

1. A Party may deny the benefits of this Agreement to a service supplier that is a juridical person, if persons of a non-Party own or control that juridical person and the denying Party:

(a) does not maintain diplomatic relations with the non-Party and that non-Party is not a Member of the WTO; or

(b) adopt or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the juridical person or that would be violated or circumvented if the benefits of this Agreement were accorded to the juridical person.

2. In the case of the supply of a maritime transport service, if it establishes that the service is supplied:

(a) by a vessel registered under the laws of a non-Party; and

(b) by a person which operates and/or uses the vessel in whole or in part but which is of a non-Party.

Article 8.16. Review

With the objective of further liberalising trade in services between them, the Parties agree to jointly review, their Schedules of Specific Commitments, and their Lists of MFN Exemptions, taking into account any services liberalisation developments as a result of on-going work under the auspices of the WTO. The first such review shall take place no later than three years from the entry into force of this Agreement.

Article 8.17. Annexes

1. The following Annexes form part of this Chapter:

(a) Annex 8A and 8B (Schedules of Specific Commitments)

(b) Annex 8C and 8D (MFN Exemptions)

(c) Annex 8E (Financial Services)

(d) Annex 8F (Telecommunication Services)

(e) Annex 80 (Transport Services)

ANNEX 8E. FINANCIAL SERVICES

Article 1. Scope and Definitions

1. This Annex applies to measures by Parties affecting trade in financial services.

2. For the purposes of this Annex:

Financial institution means any financial intermediary or other enterprise that is authorised to do business and is regulated or supervised as a financial institution, under the law of the Party in whose territory it is located;

Financial service means any service of a financial nature offered by a financial service supplier of a Party. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance). Financial services include the following activities:

(a) insurance and insurance-related services:

(i) direct insurance (including co-insurance):

(A) life; and

(B) non-life;

(ii) reinsurance and retrocession;

(iii) insurance intermediation, such as brokerage and agency; and

(iv) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services;

(b) banking and other financial services (excluding insurance):

(i) acceptance of deposits and other repayable funds from the public;

(ii) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;

(iii) financial leasing;

(iv) all payment and money transmission services, including credit, charge and debit cards, traveller's cheques and banker's drafts;

(v) guarantees and commitments;

(vi) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:

(A) money market instruments (including checks, bills, certificates of deposits);

(B) foreign exchange;

(C) derivative products including, but not limited to, futures and options;

(D) exchange-rate and interest rate instruments, including products such as swaps, forward rate agreements;

(E) transferable securities; and

(F) other negotiable instruments and financial assets, including bullion;

(vii) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

(viii) money broking;

(ix) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;

(x) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;

(xi) provision and transfer of financial information, financial data processing and related software; and

(xii) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (i) through (xi) above, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

Financial service supplier means any natural or juridical person of a Party that seeks to supply or supplies financial services. The term "financial service supplier" does not include a public entity;

New financial service means a service of a financial nature, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory ofa Party but which is supplied in the territory of the other Party;

Public entity means:

(a) a government, a central bank or a monetary authority of a Party, or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

(b) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions;

Self-regulatory organisation: means any non-governmental body, including any securities or futures exchange or market, clearing agency or other organisation or association that exercises its own or delegated regulatory or supervisory authority

over financial service suppliers;

Services supplied in the exercise of governmental authority includes the following:

(a) activities conducted by a central bank or a monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;

(b) activities carried out by a public authority to regulate operations related to capital market institutions, as well as the operations of trading in securities and commodities;

(c) activities forming part of a statutory system of social security or public retirement plans; and

(d) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the Government;

For the purposes of the definition of "services", contained in this Annex, if a Party allows any of the activities, referred to in subparagraphs (c) or (d) above, to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier, "services" shall include such activities.

Article 2. Clearance and Payment Systems

1. Under terms and conditions that accord national treatment, each Party may grant to financial service suppliers of the other Party licensed/registered/authorised in its territory access to use of paylllent and clearing system operated by public entities and to liquidity management focilities, available in the normal course of ordinary business in accordance with the national legislation and the applicable system rules. This paragraph is not intended to confer access to a Party's lender of last resort facilities.

2. Where membership or participation in, or access to any self-regulatory body. securiti.e or futures excbange or market, clearing agency or any other organisation or association, is required by a Pa1ty in order for financial service suppliers of the other Party to supply financial services on an equal basis with financial s.ervice suppliers of the Party; or when the Party provides directly or indirectly such entities. privileges or advantages in supplying financial services, the Party shall strive to ensure that such entities accord national treatment to financial service suppliers of the other Party resident m its territory.

Article 3. Prudential Carve-Out

1. Notwithstanding any other provisions of this Annex, a Party may adopt or maintain measures for supervision (including prudential) and oversight reasons including for:

(a) the protection of investors, depositors. policy-holders. policy claimants, any other consumers/users/customers or persons to whom a fiduciary duty is owed by a financial service supplier, or any similar financial market participants: and

(b) ensuring the integrity and stability of a Party's financial system.

2. Measures referred to in paragraph 1 shall not be more burdensome than necessary to achieve their aim or constitute a disguised restriction on trade in services, and shall not discriminate against financial services or financial service suppliers of the other Party in comparison to its own like financial services or like financial service suppliers.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to personal data the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

4. Without prejudice to other means of supervision. including prudential regulation and oversight of the cross-border supply of financial services a Party may require the registration, licensing authorisation or other similar condition of cross-border suppliers of financial services of the other Party and of financial instruments.

Article 4. Recognition

1. A Party may recognise prudential measures of a non-Party in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonisation or otherwise, may be based upon an agreement or arrangement between that Party and the non-Party, or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1 with a non-Party whether at the time of entry into force of this Agreement or thereafter shall afford adequate opportunity for the other Party to

negotiate its accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the Parties to the agreement or arrangement. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that such circumstances exist.

Article 5. New Financial Services

Recognising the rapid development of the financial services market, for greater certainty the Parties reaffirm their right to regulate and to introduce new regulations on the supply of new financial services within their territories.

Article 6. Exchange of Information

Each Party, in accordance with its applicable laws and regulations, may share information with the other Party on request, on the basis that such information will be used solely for supervisory purposes and provided that the confidentiality of information is maintained.

Article 7. Knowledge Sharing

The Parties shall use their best endeavours to exchange knowledge, know-how and capabilities in areas of interest to each Party, including the latest financial development technologies, Islamic finance, research and the exchange of employees for the purpose of capacity building in accordance with their domestic laws and regulations.

Article 8. Data Processing

1. Each Party, in accordance with its applicable laws and regulations, may permit a financial service supplier of the other Party to transfer information in electronic or other form, into and out of its territory. for data processing where such processing is required in the ordinary course of business of such financial service supplier.

2. Nothing in this Annex restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts, and other information protected under the law.

Article 9. Specific Exceptions

1. Nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services forming part of a public retirement plan or statutory system of social security, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.

2. Nothing in this Agreement applies to activities or measures conducted or adopted or maintained by a central bank or monetary, exchange rate or credit authority or by any other public entity in pursuit of monetary and related credit or exchange rate policies.

3. Nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services for the account or with the guarantee of using the financial resources of the Party, or it public entities, except when those activities may be carried out, as provided by the Party s domestic regulation by financial service suppliers in competition with public entities or private institutions.

4. Nothing in this Annex shall be construed to prevent a Party from adopting measures that limit transfers by a financial institution or cross-border financial service supplier to or for the benefit of an affiliate of or person related to such institution or supplier. through the equitable, non-discriminatory, and good faith application of measures relating to maintenance of the safety, soundness, integrity, or financial responsibility of financial institutions or cross-border financial service suppliers. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers.

Article 10. Expeditious Application Procedures

1. Where a licence/registration/authorisation is required for the supply of banking and insurance services, the competent authorities of a Party shall reach a decision on an application in a timely manner, if that application meets all the conditions and requirements under that Party's domestic laws and regulations:

2. If the competent authorities of a Party require additional information from the applicant or the competent authority of the other Party in order to process its application, they shall notify the applicant and/or the competent authority of the other Party without undue delay, in line with its laws and regulation.

Article 11. Dispute Settlement

Panels established pursuant to Chapter 15 (Dispute Settlement) for disputes related to financial services suppliers and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For purposes of this Chapter:

authentication means the process or act of verifying the identity of a Party to an electronic communication or transaction and ensuring the integrity of an electronic communication;

digital or electronic signature means data in digital or electronic form that is in, affixed to, or logically or cryptographically associated with, a digital or electronic document, and that may be used to identify or verify the signatory in relation to the digital or electronic document and indicate the signatory's approval of the information contained in the digital or electronic document;

digital product means a computer programme, text, video, image, sound recording or other product that is digitally encoded, produced for commercial sale or distrjbution, and that can be transmitted electronically; (1)

(1) For greater certainty, the term "digital product" does not include a digitised representation of a financial instrument, including money. Furthermore, the definition of "digital product" should not be understood to reflect a Party's view on whether trade in digital products through electronic transmission should be categorised as trade in services or trade in goods.

electronic transmission or transmitted electronically means a transmission made using any electromagnetic means, including by photonic means; open data means non-proprietary information, including data, made freely available to the public by the central level of government; measure means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form;

personal data means any information, including data, about an identified or identifiable natural person; trade administration documents means forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the importation or exportation of goods; and

unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or, to the extent provided for under the laws and regulations of each Party, other telecommunications service.

Article 9.2. Objectives

1. The Parties recognise the economic growth and opportunity that digital trade provides, the importance of avoiding barriers to its use and development, the importance of frameworks that promote consumer confidence in digital trade, and the applicability of the WTO Agreement to measures affecting digital trade.

2. The Parties seek to foster an environment conducive to the further advancement of digital trade, including electronic commerce and the digital transformation of the global economy, by strengthening their bilateral relations on these matters.

Article 9.3. General Provisions

1. This Chapter shall apply to measures adopted or maintained by a Party that affect trade by electronic means.

2. This Chapter shall not apply to:

(a) government procurement;

(b) information held or processed by or on behalf of a Party, or measures related to such information, including measures related to its collection.

3. For greater certainty, the Parties affirm that measures affecting the supply of a service delivered or performed electronically are subject to the relevant provisions of Chapter 8 (Trade in Services) and its Annexes and Chapter 10 (Investment), including any exceptions or limitations set out in this Agreement that are applicable to such provisions.

Article 9.4. Customs Duties

1. No Party shall impose customs duties on digital or electronic transmissions, including content transmitted electronically, between a person of one Party and a person of another Party.

2. For greater certainty, paragraph 1 shall not preclude a Party from imposing internal taxes, fees or other charges on content transmitted digitally or electronically, provided that such taxes, fees or charges are imposed in a manner consistent with this Agreement.

Article 9.5. Non-Discriminatory Treatment of Digital Products

1. A Party shall not accord less favourable treatment to some digital products (2) than it accords to other like digital products:

(2) For greater certainty, the term "digital products" in this Article means digital products of the other Party.

(a) on the basis that

(i) the digital products receiving less favourable treatment are created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms, in the territory of the other Party; or

(ii) the author, performer, producer, developer, or distributor of such digital products is a person of the other Party; or

(b) so as otherwise to afford protection to the other I ike digital products that are created, produced, published, stored, transmitted, contracted for, commissioned or first made available on commercial terms, in its territory.

2. A Party shall not accord less favourable treatment to digital products:

(a) created, produced, published, stored, transmitted, contracted for, commissioned, or first made available on commercial terms, in the territory of the other Party than it accords to like digital products created, produced, published, contracted for, commissioned, or first made available on commercial terms in the territory of a non-Party; or

(b) whose author, performer, producer, developer, or distributor of such digital products is a person of the other Party than it accords to like digital products whose author, performer, producer, developer, or distributor of such digital products is a person of a non-Party.

3. Paragraphs 1 and 2 of this Article are subject to relevant exceptions, limitations or reservations set out in this Agreement or its Annexes, if any.

4. This Article does not apply to broadcasting.

Article 9.6. Domestic Electronic Transactions Framework

1. Each Party endeavours to maintain a legal framework governing electronic transactions consistent with the principles of the UNCITRAL Model Law on Electronic Commerce (1996) or the United Nations Convention on the Use of Electronic Communications in International Contracts, done at New York on 23 November 2005.

2. Each Party endeavours to:

(a) avoid any unnecessary regulatory burden on electronic transactions; and

(b) facilitate input by interested persons in the development of its legal framework for electronic transactions, including in relation to trade documentation.

Article 9.7. Authentication

1. Except in circumstances otherwise provided for under its law, a Party shall not deny the legal validity of a signature solely on the basis that the signature is in digital or electronic form.

2. Neither Party shall adopt or maintain measures regarding authentication that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction; or

(b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to authentication.

3. Notwithstanding paragraph 2, a Party may require that, for a particular category of transactions, the method of authentication meets certain performance standards or is certified by an authority accredited in accordance with its law.

4. The Parties shall encourage the use of interoperable means of authentication.

Article 9.8. Paperless Trading

Each Party shall endeavour to:

(a) make trade administration documents available to the public in digital or electronic form; and

(b) accept trade administration documents submitted electronically as the legal equivalent of the paper version of those documents.

Article 9.9. Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective measures to protect consumers from misleading, deceptive and fraudulent commercial practices when they engage in digital trade.

2. Each Party shall endeavour to adopt or maintain consumer protection laws to proscribe misleading, deceptive, and fraudulent commercial activities that cause harm or potential harm to consumers engaged in digital trade. (3)

(3) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as generally-applicable consumer protection laws or regulations or sector-or medium-specific laws or regulations regarding consumer protection.

Article 9.10. Personal Data Protection

1. The Parties recognise the economic and social benefits of protecting the personal data of persons who conduct or engage in electronic transactions and the contribution that this makes to enhancing consumer confidence in digital trade.

2. To this end, each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of the users of digital trade in compliance with the internationally recognised principles and standards. (4)

(4) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as a comprehensive privacy, personal information or personal data protection laws, sector-specific laws covering privacy or laws that provide for the enforcement of voluntary undertakings by enterprises relating to privacy.

Article 9.11. Principles on Access to and Use of the Internet for Digital Trade

To support the development and growth of digital trade, each Party recognises that consumers in its territory should be able to:

(a) access and use services and applications of their choice, unless prohibited by the Party's law;

(b) run services and applications of their choice, subject to the Party's law, including the needs of legal and regulatory enforcement activities; and

(c) connect their choice of devices to the Internet, provided that such devices do not harm the network and are not otherwise prohibited by the Party's law.

Article 9.12. Unsolicited Commercial Electronic Messages

1. Each Party shall endeavour to adopt or maintain measures regarding unsolicited commercial electronic messages sent to an electronic mail address that:

(a) require a supplier of unsolicited commercial electronic messages to facilitate the ability of a recipient to prevent outgoing reception of those messages; or

(b) require the consent, as specified in the laws and regulations of each Party, of recipients to receive commercial electronic messages; or

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

2. Each Party shall endeavour to provide recourse against a supplier of unsolicited commercial electronic messages that does not comply with a measure adopted or maintained in accordance with paragraph 1.

3. The Parties shall endeavour to cooperate in appropriate cases of mutual concern regarding the regulation of unsolicited commercial electronic messages.

Article 9.13. Cross-Border Flow of Information

Recognizing the importance of the free flow of information in facilitating trade, and acknowledging the importance of protecting personal data, the Parties shall endeavour to refrain from imposing or maintaining unnecessary barriers to electronic information flows across borders.

Article 9.14. Open Data

1. The Parties recognise that facilitating public access to and use of open data contributes to stimulating economic and social benefit, competitiveness, productivity improvements and innovation. To the extent that a Party chooses to make available open data, it endeavours to ensure:

(a) that the information is appropriately anonymised, contains descriptive metadata and is in a machine readable and open format that allows it to be searched, retrieved, used, reused and redistributed freely by the public; and

(b) to the extent practicable, that the information is made available in a spatially enabled format with reliable, easy to use and freely available Application Programming Interfaces (APIs) and is regularly updated.

2. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to and use of open data, with a view to enhancing and generating business and research opportunities.

Article 9.15. Digital Government

1. The Parties recognise that technology can enable more efficient and agile government operations, improve the quality and reliability of government services and enable governments to better serve the needs of their citizens and other stakeholders.

2. To this end, the Parties endeavour to develop and implement strategies to digitally transform their respective government operations and services, which may include:

(a) adopting open and inclusive government processes focusing on accessibility, transparency, and accountability in a manner that overcomes digital divides;

(b) promoting cross-sectoral and cross-governmental coordination and collaboration on digital agenda issues;

(c) shaping government processes, services and policies with digital inclusivity in mind;

(d) providing a unified digital platform and common digital enables for government service delivery;

(e) leveraging emerging technologies to build capabilities m anticipation of disasters and crises and facilitating proactive responses;

(f) generating public value from government data by applying it in the planning, delivering and monitoring of public policies. and adopting rules and ethical principles for the trustworthy and safe use of data;

(g) making government data and policy-making processes (including algorithms) available for the public to engage with; and

(h) promoting initiatives to raise the level of digital capabilities and skills of both the populace and the government workforce.

3. Recognising that the Parties can benefit by sharing their experiences with digital government initiatives, the Parties shall endeavour to cooperate on activities relating to the digital transformation of government and government services, which may include:

(a) exchanging information and experiences on digital government strategies and policies;

(b) sharing best practices on digital government and the digital delivery of government services; and

(c) providing advice or training, including through exchange of officials, to assist the other Party in building digital government capacity.

Article 9.16. Digital and Electronic Invoicing

1. The Parties recognise the importance of digital and electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions. Each Party also recognises the benefits of ensuring that the systems used for digital and electronic invoicing within its territory are interoperable with the systems used in the other Party's territory.

2. Each Party shall endeavour to ensure that the implementation of measures related to digital and electronic invoicing in its territory supports cross-border interoperability between the Parties' digital and electronic invoicing frameworks. To this end, each Party shall endeavour to base its measures relating to digital and electronic invoicing on international frameworks.

3. The Parties recognise the economic importance of promoting the global adoption of digital and electronic invoicing systems, including interoperable international frameworks. To this end, the Parties shall endeavour to:

(a) promote, encourage, support or facilitate the adoption of digital and electronic invoicing by enterprises;

(b) promote the existence of policies, infrastructure and processes that support digital and electronic invoicing;

(c) generate awareness of, and build capacity for, digital and electronic invoicing; and

(d) share best practices and promote the adoption of interoperable international digital and electronic invoicing systems.

Article 9.17. Digital and Electronic Payments

1. Recognising the rapid growth of digital and electronic payments, in particular those provided by non-bank, non-financial institutions and financial technology enterprises, the Parties shall endeavour to support the development of efficient, safe and secure cross-border digital and electronic payments by:

(a) fostering the adoption, and use of internationally-accepted standards for digital and electronic payments;

(b) promoting interoperability and the interlinking of digital electronic payment infrastructures; and

(c) encouraging innovation and competition in digital and electronic payments services.

2. To this end, each Patty shall endeavour to:

(a) make publicly available its laws and regulations of general applicability relating to digital and electronic payments, including in relation to regulatory approval, licensing requirements, procedures, and technical standards;

(b) finalise decisions on regulatory or licensing approvals relating to digital and electronic payments in a timely manner;

(c) not arbitrarily or unjustifiably discriminate between financial institutions and non-financial institutions in relation to access to services and infrastructure necessary for the operation of digital and electronic payment systems;

(d) adopt or utilise international standards for electronic data exchange between financial institutions and services suppliers to enable greater interoperability between digital and electronic payment systems;

(e) facilitate the use of open platforms and architectures such as tools and protocols provided for through APIs and encourage payment service providers to safely and securely make APIs for their products and services available to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(f) facilitate innovation and competition and the introduction of new financial and electronic payment products and services in a timely manner, such as through adopting regulatory and industry sandboxes.

Article 9.18. Digital Identities

Recognising that cooperation between the Parties on digital identities for natural persons and enterprises will promote connectivity and further growth of digital trade, and recognising that each Party may take different legal and technical approaches to digital identities, the Parties shall endeavour to pursue mechanisms to promote compatibility between their respective digital identity regimes. This may include:

(a) developing appropriate frameworks and common standards to foster technical interoperability between each Party's implementation of digital identities;

(b) developing comparable protection of digital identities under each Party's respective legal frameworks, or the recognition of their legal effects, whether accorded autonomously or by agreement;

(c) supporting the development of international frameworks on digital identity regimes;

(d) exchanging knowledge and experience on best practices relating to digital identity policies and regulations, technical implementation and security standards, and the promotion of the use of digital identities.

Article 9.19. Artificial Intelligence

1. The Parties recognise that the use and adoption of Artificial Intelligence (AI) technologies are becoming increasingly important to digital trade, offering significant social and economic benefits to natural persons and enterprises. In view of this, the Parties shall endeavour to cooperate, in accordance with their respective laws and policies, through:

(a) sharing research and industry practices related to AI technologies and their governance;

(b) promoting and sustaining the responsible use and adoption of AI technologies by businesses and across the community; and

(c) encouraging commercialisation opportunities and collaboration between researchers, academics and industry.

2. The Parties also recognise the importance of developing ethical governance frameworks for the trusted, safe and responsible use of AI technologies that will help realise the benefits of AI. In view of the cross-border nature of digital trade, the Parties further acknowledge the benefits of ensuring that such frameworks are internationally aligned as far as possible. To this end, the Parties shall endeavour to:

(a) collaborate on and promote the development and adoption of ethical governance frameworks that support the trusted, safe and responsible use of AI technologies, including through relevant international fora; and

(b) take into consideration internationally recognised principles or guidelines when developing such frameworks.

Article 9.20. Cooperation

1. Recognising the importance of digital trade to their collective economies, the Parties shall endeavour to maintain a dialogue on regulatory matters relating to digital trade with a view to sharing information and experiences, as appropriate, including on related laws, regulations, their implementation and best practices with respect to digital trade, including in relation to:

(a) online consumer protet:tion;

(b) personal data protection;

(c) anti-money laundering and sanctions compliance for digital trade;

(d) unsolicited commercial electronic messages;

(e) authentication;

(f) intellectual property concerns with respect to digital trade;

(g) challenges for small and medium-sized enterprises in digital trade; and

(h) digital government.

2. The Parties have a shared vision to promote secure digital trade and recognise that threats to cybersecurity undermine confidence in digital trade. Accordingly, the Parties recognise the importance of:

(a) building the capabilities of their government agencies responsible for computer security incident response;

(b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties; and

(c) promoting the development ofa strong public and private workforce in the area of cybersecurity, including possible initiatives relating to mutual recognition of qualifications.

Chapter 10. INVESTMENT

Article 10.1. Georgia-UAE Bilateral Investment Agreement

The Parties note the existence of and reaffirm the Agreement on "The Promotion and Reciprocal Protection of Investment"' Between the Government of Georgia and the Government of the United Arab Emirates, signed at Tbilisi, Georgia, on 17 July 2017 (hereinafter referred to as "UAE-Georgia Bilateral Investment Agreement") and any subsequent amendments thereto.

Article 10.2. Objectives and Promotion of Investment

1. Each Party may, subject to its general policy in the field of foreign investment, encourage and promote in its territory investments by investors of the other Party, and shall admit such investment in accordance with its applicable laws and regulations and the intemationai commitments enter':!d into between the Parties.

2. The general objectives of this Chapter are as follows:

(a) to promote and enhance the economic cooperation between the Parties;

(b) to monitor trade and investment relations, to identify opportunities for expanding investment, and to identify issues relevant to investment that may be appropriate for negotiation in an appropriate forum;

(c) to hold consultations on specific investment matters of interest to the Parties;

(d) to work toward the enhancement of investment flows;

(e) to identify and work toward the removal of impediments to investment flows; and

(f) to seek the views of the private sector, where appropriate.

Article 10.3. Non-Application of Chapter 15 (Dispute Settlement)

The Parties agree that nothing in this Chapter shall be subject to any dispute settlement mechanism.

Article 10.4. Non-Application of other Lnternational Treaties

Substantive provisions in other international treaties, including UAE-Georgia Bilateral Investment Agreement do not in and of themselves constitute "treatment" for the purposes of this Chapter and thus, cannot give rise to a breach thereunder absent a specific measure adopted or maintained by a Party pursuant to those provisions.

Chapter 11. INTELLECTUAL PROPERTY

Section A. General Provisions

Article 11.1. Definitions

For the purposes of this Chapter:

Intellectual Property embodies:

(a) copyright, including copyright in computer programmes and in databases, and related rights;

(b) patents and utility models;

(c) trademarks;

(d) industrial designs;

(e) layout-designs (topographies) of integrated circuits;

(f) geographical indications;

(g) plant varieties; and

(h) protection of undisclosed information.

National means, in respect of the relevant right, a person of a Party that would meet the criteria for eligibility for protection provided for in the agreements listed in 11.5 (International Agreements) or the TRIPS Agreement; and WIPO means the World Intellectual Property Organization.

Article 11.2. Objectives

The protection and enforcement of inteliect;ia I property rights should contribute to the promotion of trade, investment, technological innovation and the transfer and dissemination of technology, to the mutu&l advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare, and to a balance of rights and obligations.

Article 11.3. Principles

Nothing in this Chapter shall prevent a Party from adopting appropriate measures to prevent the abuse of intellectual property rights by right holders or the resort to practices that unreasonably restrain trade or adversely affect the international transfer of technology provided that such measures are consistent with this Agreement.

Article 11.4. Nature and Scope of Obligations

Each Party shall give effect to the provisions of this Chapter. A Party may, but shall not be obliged to, provide more extensive protection for, or enforcement of, intellectual property rights under its law than is required by this Chapter, provided that such protection or enforcement does not contravene the provisions of this Chapter. Each Party shall be free to determine the appropriate method of implementing the provisions of this Chapter within its own legal system and practice.

Article 11.5. International Agreements

1. The Parties reaffirm their obligations set out in the following multilateral agreements:

(a) Patent Cooperation Treaty of 19 June 1970, as revised by the Washington Act of 2001;

(b) Paris Convention of 20 March 1883 for the Protection of Industrial Property, as revised by the Stockholm Act of 1967;

(c) Berne Convention of 9 September 1886 for the Protection of Literary and Artistic Works, as revised by the Paris Act of 1971 (Berne Convention);

(d) Madrid Protocol of 27 June 1989 relating to the Madrid Agreement concerning the International Registration of Marks;

(e) WIPO Performances and Phonogram Treaty of 20 December 1996 (WPPT);

(f) International Rome Convention of 26 October 1961 for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations;

(g) WIPO Copyright Treaty of20 December 1996 (WCT);

(h) Budapest Treaty of 28 April 1977 on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure; and

(i) Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).

2. Each Party shall endeavour to ratify or accede to each of the following agreements, if it is not already a party to that agreement: .

(a) Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled; and

(b) International Convention for the Protection of New Varieties of Plants (UPOV) 1991.

Article 11.6. Intellectual Property and Public Health

1. A Party may, in formulating or amending its laws and regulations, adopt measures necessary to protect public health and nutrition, and to promote the public interest in sectors of vital importance to their socio-economic and technological development, provided that such measures are consistent with the provisions of this Chapter.

2. The Parties recognise the principles established in the Declaration on the TRIPS Agreement and Public Health adopted on 14 November 2001 (Doha Declaration) by the Ministerial Conference of the WTO and confirm that the provisions of this Chapter are without prejudice to the Doha Declaration.

Article 11.7. National Treatment

1. In respect of all categories of intellectual property covered in this Chapter, each Party shall accord to nationals of the other Party treatment no less favourable than it accords to its own nationals with regard to the protection of intellectual property rights.

2. With respect to secondary uses of phonograms by means of analog communications and free over-the-air broadcasting, however, a Party may limit the rights of the performers and producers of the other Party to the rights its persons are accorded within the jurisdiction of that other Party.

3. A Party may derogate from paragraph 1 in relation to its judicial and administrative procedures, including requiring a national of another Party to designate an address for service of process in its territory, or to appoint an agent in its territory, provided that such derogation is: (a) necessary to secure compliance with laws and regulations that are not inconsistent with this Chapter; and (b) not applied in a manner that would constitute a disguised restriction on trade.

4. Paragraph 1 does not apply to procedures provided in multilateral agreements concluded under the auspices of WIPO relating to the acquisition or maintenance of intellectual property rights.

Article 11.8. Transparency

1. Each Party shall endeavour, subject to its legal system and practice, to make information concerning application and registration of trademarks, geographical indications, industrial designs, patents and plant variety rights accessible for the general public.

2. The Parties also acknowledge the importance of informational materials, such as publicly accessible databases of registered intellectual property rights that assist in the identification of subject matter that has fallen into the public domain. Each Party shall endeavour to make available such information in the English language.

Article 11.9. Application of Chapter to Existing Subject

Matter and Prior Acts Unless otherwise provided in this Chapter, this Chapter gives rise to obligations in respect of all subject matter existing at the date of entry into force of this Agreement for a Party and that is protected on that date in the territory of a Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter without unreasonably impairing the fair interest of the third parties.

Article 11.10. Exhaustion of Intellectual Property Rights

Without prejudice to any provisions addressing the exhaustion of intellectual property rights in international agreements to which a Party is a member, nothing in this Agreement prevents a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system.

Section B. Cooperation

Article 11.11. Cooperation Activities and Initiatives

The Parties shall endeavour to cooperate on the subject matter covered by this Chapter, such as through appropriate coordination, training and exchange of information between the respective intellectual property offices of the Parties, or other institutions, as determined by each Party. Cooperation activities and initiatives undertaken under this Chapter shall be subject to the availability of resources, and on request, and on terms and conditions mutually agreed upon between the Parties. Cooperation may cover areas such as:

(a) developments in domestic and international intellectual property policy;

(b) intellectual property administration and registration systems;

(c) education and awareness relating to intellectual property;

(d) intellectual property issues relevant to:

(i) small and medium-sized enterprises;

(ii) science, technology and innovation activities;

(iii) the generation, transfer and dissemination of technology; and

(iv) empowering women and youth;

(e) policies involving the use of intellectual property for research, innovation and economic growth;

(f) implementation of multilateral intellectual property agreements, such as those concluded or administered under the auspices of WIPO;

(g) capacity-building;

(h) enforcement of intellectual property rights; and

(i) other activities and initiatives as may be mutually determined between the Parties.

Article 11.12. Patent Cooperation

The Parties recognise the importance of improving the quality and efficiency of their respective patent registration systems as well as simplifying and streamlining the procedures and processes of their respective patem offices for the benefit of all users. of the patent system and the public as a whole.

Section C. Trademarks

Article 11.13. Types of Signs Registrable as Trademarks

The Parties must provide adequate and effective trademark protection for goods and services. Any sign or combination of signs capable of distinguishing one undertaking's goods or services from those of others, including words, personal names, letters, numerals, figurative elements, product shapes, sounds, colour combinations and any combination of such signs, is eligible for trademark registration. Parties must make every effort to register scent marks. For trademark registration, the Parties may require a concise and accurate description or graphical representation, and registrability may be contingent on distinctiveness acquired through the use for signs that are not inherently capable of distinguishing relevant goods or services.

Article 11.14. Collective and Certification Marks

Each Party shall provide that trademarks include collective marks and certification marks. A Party is not obligated to treat certification marks as a separate category in its law, provided that those marks are protected. Each Party shall also provide that signs that may serve as geographical indications are capable of protection under its trademark system. (1)

(1) Consistent with the definition of a geographical indication in Article 11.24.1 (Recognition of Geographical Indications).

Article 11.15. Use of Identical or Similar Signs

The Parties shall grant the owner of a registered trademark the exclusive right to prevent all third parties not having the owner's consent from using in the course of trade identical or similar signs for goods or services which are identical or similar to those in respect of which the trademark is registered and where such use would result in a likelihood of confusion. In case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed.

Article 11.6. Exceptions

A Party may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that those exceptions take account of the legitimate interest of the owner of the trademark and of third parties.

Article 11.17. Well-Known Trademarks

1. The Parties shall provide protection for well-known trademarks at least in accordance with Articles 16.2 and 16.3 of the TRIPS Agreement and Article 6 bis of the Paris Convention for the Protection of Industrial Property, done at Paris on 20 March 1883.

2. Article 6 bis of the Paris Convention shall apply, mutatis rnutandis, to goods or services that are not identical or similar to those identified by a well-known trademark, whether registered or not, provided that use of that trademark in relation to those goods or services would indicate a connection between those goods or services and the owner of the trademark, and provided tha:t the interests of the owner of the trademark are likely to be damaged by such use.

3. Each Party recognises the importance of the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks as adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO held 20 to 29 September 1999.

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark (2), for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide such measures including in cases in which the subsequent trademark is likely to deceive.

(2) The Parties understand that a well-known trademark is one that was already well-known before, as determined by a Party, the application for, registration of, or use of the first-mentioned trademark.

Article 11.18. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination and registration of trademarks which includes, among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register a trademark;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal and to make a judicial appeal of any final refusal to register a trademark;

(c) providing an opportunity to oppose the registration of a trademark or to seek cancellation of a trademark; and

(d) requiring administrative decisions in opposition and cancellation proceedings to be reasoned and in writing, which may be provided by electronic means.

Article 11.19. Electronic Trademarks System

Each Party shall provide:

(a) a system for the electronic application for, and maintenance of, trademarks; and

(b) a publicly available electronic information system, including an online database, of trademark applications and ofregistered trademarks.

Article 11.20. Classification of Goods and Services

Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes ofthe Registration of Marks, done at Nice, on 15 June 1957, as revised and amended (Nice Classification). Each Party shall provide that:

(a) registrations and the publications ofapplications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification; (3) and

(3) A Party that relies on translations of the Nice Classification shall follow updated versions of the Nice Classification to the extent that official translations have been issued and published.

(b) goods or services may not be considered as being similar to each other on the ground that, in any registration or publication, they are classified in the same class of the Nice Classification. Conversely, each Party shall provide that goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication, they are classified in different classes of the Nice Classification.

Article 11.21. Term of Protection for Trademarks

Each Party shall provide that initial registration and each renewal of registration ofa trademark is for a term of no less than 10 years.

Article 11.22. Non-Recordal of a License

No Party shall require recordal of trademark licenses: (a) to establish the validity of the license; or (b) as a condition for use of a trademark by a licensee to be deemed to constitute use by the holder in a proceeding that relates to the acquisition, maintenance or enforcement of trademarks.

Section D. Country Names

Article 11.23. Country Names

Each Party shall provide the legal means for interested persons to prevent commercial use of the country name of a Party in relation to a good in a manner that misleads consumers as to the origin of that good.

Section E. Geographical Indications

Article 11.24. Recognition of Geographical Indications

1. "Geographical Indications" shall mean indications which identify a good as originating in the territory of a Member, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.

2. The Parties recognise that geographical indications may be protected through a trademark or sui generis system or other legal means.

3. Without prejudice to Articles 22 and 23 of the TRIPS Agreement, the Parties shall take all necessary measures, in accordance with this Agreement, to ensure mutual protection of the geographical indications that are used to refer to goods originating in the territory of the Parties. Each Party shall provide interested parties with the legal means to prevent the use of such geographical indications for identical or similar goods not originating in the place indicated by the geographical indication in question.

Article 11.25. Administrative Procedures for the Protection of Geographical Indications

If a Party provides administrative procedures for the protection or recognition of geographical indications, whether through a trademark or a std generis system, that Party shall with respect to applications for that protection or petitions ensure that its laws and regulations governing the filing of those applications or petitions are readily available to the public and clearly set out the procedures for these actions.

Article 11.26. Date of Protection of a Geographical Indication

If a Party grants protection or recognition to a geographical indication, that protection or recognition shall commence no earlier than the filing date (4) in the Party or the registration date in the Party, as applicable.

(4) For greater certainty, the filing date referred to in this Article includes, as applicable, the priority filing date under the Paris Convention.

Section F. Patents (5)

Article 11.27. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Patent

Each Party shall provide a system for the examination and registration of patents which includes among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register a patent;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register a patent;

(c) providing an opportunity for interested parties to seek cancellation or invalidation of a registered patent and in addition may provide an opportunity for interested parties to oppose the registration of a patent; and

(d) making decisions in opposition, cancellation or invalidation proceedings to be reasoned and in writing, which may be delivered by electronic means.

(5) For greater certainty, a patent may include a utility model in accordance with national law and regulations.

Article 11.28. Amendments, Corrections, and Observations

1. Each Party shall provide an applicant for a patent with at least one opportunity to make amendments, corrections or observations in connection with its application.

2. Each Party shall provide a right holder of a patent with opportunities to make amendments or corrections after registration provided that such amendments or corrections do not change or expand the scope of the patent right as a whole. (6)

(6) lt is understood that the amendments or corrections which do not change or expand the scope of the right means that the scope of the patent right stays the same as before or is reduced.

Article 11.29. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by a patent, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

Section G. Industrial Design

Article 11.30. Industrial Design Protection

1. The Parties shall ensure that requirements for securing or enforcing registered industrial design protection do not unreasonably impair the opportunity to obtain or enforce such protection.

2. The duration of protection available for registered industrial designs shall amount to at least 20 years from the date of filing.

Article 11.31. Grace Period for Industrial Design

Each Party shall disregard information contained in a public disclosure of a design related to an application to register an industrial design if the public disclosure:

(a) was made by the designer, applicant or a person that obtained the information from the designer or applicant inside or outside the territory of either Party; and

(b) occurred within at least 12 months prior to the date of filing of the application.

Article 11.32. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Industrial Designs

Each Party shall provide a system for the examination and registration of industrial designs which includes among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register an industrial design;

(b) providing an opportunity for interested parties to seek cancellation or invalidation of a registered industrial design, and in addition may provide an opportunity for interested parties to oppose the registration of an industrial design; and

(c) making decisions in opposition, cancellation or invalidation proceedings to be reasoned and in writing, which may be delivered by electronic means.

Article 11.33. Amendments and Corrections

Each Party shall provide a right holder of an industrial design with opportunities to make amendments or corrections after registration provided that such amendments or corrections do not change or expand the scope of the industrial design right as a whole. (7)

(7) It is understood that the amendments or corrections which do not change or expand the scope of the right means that the scope of the industrial design right stays the same as before or is reduced.

Article 11.34. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by an industrial design, provided that such exceptions do not unreasonably conflict with a normal exploitation of the industrial design and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

Section H. Protection of Undisclosed Test or other Data

Article 11.35. Protection of Undisclosed Test or other Data for Pharmaceutical Products

1. If a Party requires, as a condition for granting marketing approval for a new pharmaceutical product, the submission of undisclosed test or other data concerning either or both the safety and efficacy of the product, that Party shall not permit third persons, without the consent of the person that previously submitted such information, to market the same or a similar (8) product on the basis of:

(8) For greater certainty, for the purposes of this Section, a pharmaceutical product is "similar'' to a previously approved pharmaceutical product if the marketing approval, or, in the alternative, the applicant's request for such approval, of that similar pharmaceutical product is based upon the undisclosed test or other data concerning the safety and efficacy of the previously approved pharmaceutical product, or the prior approval of that previously approved product.

(a) that information; or

(b) the marketing approval granted to the person that submitted such information, for at least six years from the date of marketing approval of the new pharmaceutical product in the territory of the Party.

2. A Party shall adopt or maintain a system other than judicial proceedings that precludes, based upon patent information

submitted to the regulatory authority by a patent holder or the applicant for marketing approval, the issuance of marketing approval to any third person seeking to market a pharmaceutical product subject to a patent claiming that product, unless by consent or acquiescence of the patent holder.

3. Notwithstanding paragraph 1, a Party may take measures to protect public health in accordance with:

(a) the Doha Declaration;

(b) any waiver of any provision of the TRIPS Agreement granted by WTO Members in accordance with the WTO Agreement to implement the Doha Declaration and that is in force between the Parties; or

(c) any amendment of the TRIPS Agreement to implement the Doha Declaration that enters into force with respect to the Parties.

4. For the purposes of paragraph 1, a new pharmaceutical product means a pharmaceutical product that contains an active ingredient for which no other pharmaceutical product containing the same active ingredient has previously obtained marketing approval in the country.

Section I. Copyright and Related Rights

Article 11.36. General Provisions

1. Without prejudice to the obligations set out in the international agreements to which the Parties are parties, each Party shall, in accordance with its laws and regulations, grant and ensure adequate and effective protection to the authors of works and to performers, producers of phonograms and videograms and broadcasting organisations for their works, performances, phonograms, videograms and broadcasts, respectively.

2. In addition to the protection provided for in the international agreements to which the Parties are parties or which the Parties shall ratify or accede to under the Agreement, each Party shall: (a) grant and ensure protection as provided for in Articles 5, 6, 7, 8 and 10 of the WPPT, mutatis mutandis, to performers for their audiovisual and visual performances; and (b) grant and ensure protection as provided for in Articles 11, 12, 13 and 14 of the WPPT, mutatis mutandis, to producers ofvideograms.

3. Each Party shall ensure that a broadcasting organisation has at least the exclusive right of authorising the following acts: the retransmission, the distribution of fixations, the transmission following fixation, the making available of fixed broadcasts, and the rebroadcasting by wireless means of broadcasts.

4. Each Party may, in its national legislation, provide for the same kinds of limitations or exceptions with regard to the protection of performers for their visual and audiovisual performances, to the protection of producers of videograms and of broadcasting organisations as it provides for, in its national legislation, in connection with the protection of copyright in literary and artistic works.

Article 11.37. Term of Protection for Copyright and Related Rights

Each Party shall provide that in cases in which the term of protection of a work, performance or phonogram is to be calculated:

(a) on the basis of the life ofa natural person, the term shall be not less than the life of the author and 50 years after the author's death;

(b) the term of protection to be granted to performers under this Agreement shall last, at least, until the end of a period of 50 years computed from the end of the year in which the performance was fixed;

(c) the term of protection to be granted to producers of phonograms and of videograms under this Agreement shall last, at least, until the end of a period of 50 years computed from the end of the year in which the phonogram and videogram was published, or failing such publication within 50 years from fixation of the phonogram and videogram, 50 years from the end of the year in which the fixation was made; and

(d) the term of protection to be granted to broadcasting organizations under this Agreement shall last, at least, until the end of a period of 20 years computed from the end of the year in which the broadcast took place.

Article 11.38. Limitations and Exceptions

1. With respect to this Section, each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram, and do not unreasonably prejudice the legitimate interests of the right holder.

2. This Article does not reduce or extend the scope of applicability of the limitations and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WCT or the WPPT.

Article 11.39. Balance In Copyright and Related Rights Systems

Each Party shall endeavour to achieve an appropriate balance in its copyright and related rights system, among other things by means of limitations or exceptions that are consistent with Article 11.38 (Limitations and Exceptions), including those for the digital environment, giving due consideration to legitimate purposes such as, but not limited to: criticism; comment; news reporting; teaching, scholarship, research, and other similar purposes; and facilitating access to published works for persons who are blind, visually impaired or otherwise print disabled. (9)

(9) As recognised by the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, done at Marrakesh, 27 June 2013 (Marrakesh Treaty). For greater certainty, a use that has commercial aspects may in appropriate circumstances be considered to have a legitimate purpose under Article 11.38 (Limitations and Exceptions).

Article 11.40. Contractual Transfers

Each Party shall provide that for copyright and related rights, any person acquiring or holding any economic right (10) in a work, performance or phonogram;

(10) For greater certainty, this provision does not affect the exercise of moral rights.

(a) may freely and separately transfer that right by contract; and

(b) by virtue of contract, including contracts of employment underlying the creation of works protected under copyright and related rights, shall be able to exercise that right in that person's own name and enjoy fully the benefits derived from that right. (11)

(11) Nothing in this Article affects a Party's ability to establish: (i) which specific contracts underlying the creation of works protecting under copyright and related right, shall, in the absence ofa written agreement, result in a transfer of economic rights by operation oflaw; and (ii) reasonable limits to protect the interests of the original right holders, taking into account the legitimate interests of the transferees.

Article 11.41. Obligations Concerning Protection of Technological Measures and Rights Management Information

1. Each Party shall provide adequate and effective legal remedies against any person who knowingly, without authorisation removes or alter any electronic rights management information and/or distribute, import for distribution, broadcast or communicate to the public, without authority, works or copies of works knowing that electronic rights management information has been removed or altered without authority.

2. For the purposes of this Article, the expression "rights-management information" means any information provided by a right holder that identifies the work or other subject matter that is the object of protection under this Chapter, the author or any other right holder, or information about the terms and conditions of use of the work or other subject matter, and any numbers or codes that represent such information. Paragraph I shall apply when any of these items of information is associated with a copy of, or appears in connection with the communication to the public of, a work or other subject matter that is the object of protection under this Chapter.

Article 11.42. Collective Management

The Parties recognise the role of collective management societies for copyright and related rights in collecting and distributing royalties based on practices that are fair, efficient, transparent and accountable, which may include appropriate record keeping and reporting mechanisms.

Section J. Enforcement

Article 11.43. General Obligation In Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its law so as to permit effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious remedies to prevent infringements and remedies that constitute a deterrent to future infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

Article 11.44. Border Measures

1. Each Party shall, in conformity with its domestic law and regulations and the provisions of Part lll, Section 4, of the TRIPS Agreement adopt or maintain procedures to enable a right holder, who has valid grounds for suspecting that the importations of counterfeit trademark (12) or pirated copyright goods may take place, to lodge an application in writing with the competent authorities, in the Party in which the border measure procedures are applied, for the suspension by that Party's customs authorities of the release into free circulation of such goods.

(12) For greater certainty, geographical indications will be considered as trademarks in this Article.

2. A Party may enable such an application to be made in respect of goods which involve other infringements of intellectual property rights, provided that the requirements of Part III, Section 4, of the TRIPS Agreement are met. A Party may also provide similar procedures for the suspension by the customs authorities of the release of infringing goods destined for exportation from their territory in accordance with its domestic laws and regulation.

Chapter 12. GOVERNMENT PROCUREMENT

Article 12.1. Government Procurement

1. The Parties recognise the importance of cooperation in the area of government procurement in accordance with their respective laws and regulations.

2. After two years from the entry into force of this Agreement, either Party may request the other Party to enter into discussions to negotiate a new chapter on Government Procurement, which if accepted by the other Party and successfully negotiated and finalized, shall form an integral part of this Agreement. In the course of such negotiations, the Parties shall give due consideration to their respective laws, regulations and best practices.

Article 12.2. Non-Application of Dispute Settlement

Chapter 15 (Dispute Settlement) shall not apply to any matter or dispute arising from this Chapter.

Chapter 13. SMALL AND MEDIUM-SIZED ENTERPRISES

Article 13.1. General Principles

1. The Parties, recognising the fundamental role of small and medium-sized enterprises (SMEs) in maintaining dynamism and enhancing competitiveness of their respective economies, shall foster close cooperation between SMEs of the Parties and cooperate in promoting jobs and growth in SMEs.

2. The Parties recognise the integral role of the private sector in the implementation of this Chapter.

Article 13.2. Cooperation to Increase Trade and Investment Opportunities for SMEs

With a view to more robust cooperation between the Parties to enhance commercial opportunities for SMEs, each Party shall seek to increase trade and investment opportunities for SMEs and, in particular, shall endeavour to:

(a) promote cooperation between the Parties' small business support infrastructure, including SME-related entities, incubators and accelerators, export assistance entities, and other entities as appropriate, to create an international network

for sharing best practices, exchanging market research, and promoting SME participation in international trade, as well as business growth in local markets;

(b) strengthen its collaboration with the other Party on activities to promote SMEs owned by women and youth, as well as start-ups, and promote partnerships among these SMEs and their participation in international trade;

(c) enhance its cooperation with the other Party to exchange information and best practices in areas including improving SME access to capital and credit, SME participation in government procurement opportunities, and helping SMEs adapt to changing market conditions; and

(d) encourage participation in purpose-built mobile or web-based platforms, for business entrepreneurs and counsellors to share information and best practices to help SMEs link with international suppliers, buyers, and other potential business partners.

Article 13.3. Information Sharing

1. Each Party shall endeavour to establish or maintain its own free, publicly-accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) any additional information that would be useful for SMEs interested in benefiting from the opportunities provided by this Agreement.

2. Each Party shall endeavour to include in its website links or information through automated electronic transfer to:

(a) the equivalent websites of the other Parties; and

(b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party's territory.

3. Subject to each Party's laws and regulations, the information described in paragraph 2(b) may include:

(a) customs regulations, procedures, or enquiry points;

(b) regulations or procedures concerning intellectual property, trade secrets, and patent protection rights;

(c) technical regulations, standards, quality or conformity assessment procedures;

(d) sanitary or phytosanitary measures relating to importation or exportation;

(e) foreign investment regulations;

(f) business registration;

(g) trade promotion programs;

(h) competitiveness programs;

(i) SME investment and financing programs; (j) Taxation or accounting regulations;

(k) government procurement opportunities; and

(I) other information which the Party considers to be useful for SMEs.

4. Each Party shall endeavour to regularly review the information and links on the website referred to in paragraphs I and 2 to ensure the information and links are up-to-date and accurate.

5. To the extent possible, each Party shall make the information referred to in this Article available in English. If this information is available in another authentic language of this Agreement, the Party shall endeavour to make this information available, as appropriate.

Article 13.4. Non-Application of Dispute Settlement

Chapter 15 (Dispute Settlement) shall not apply to any matter or dispute arising from this Chapter.

Chapter 14. ECONOMIC COOPERATION

Article 14.1. Objectives

1. The Parties shall promote cooperation under this Agreement for their mutual benefit in order to liberalise and facilitate trade and encourage investment between the Parties and foster economic growth.

2. Economic cooperation under this Chapter shall be built upon a common understanding between the Parties to support the implementation of this Agreement, with the objective of maximising its benefits, supporting pathways to trade and investment facilitation, and further improving market access and openness to contribute to the sustainable and inclusive economic growth and prosperity of the Parties.

Article 14.2. Scope

Economic cooperation under this Chapter shall support the effectiveness and efficiency of the implementation and utilisation of this Agreement through trade and trade-related activities.

Article 14.3. Competition Policy

1. The Parties recognise the importance of free and undistorted competition in their trade relations. The Parties may cooperate to exchange information relating to the development of competition policy, subject to their domestic laws and regulations and available resources. The Parties may conduct such cooperation through their competent authorities.

2. The Parties may consult on matters related to anti-competitive practices and their adverse effects on trade. The consultations shall be without prejudice to the autonomy of each Party to develop, maintain and enforce its domestic competition laws and regulations.

Article 14.4. Means of Cooperation

The Parties will endeavour to encourage technical, technological and scientific economic cooperation, through the following ways:

(a) joint organisation of conferences, seminars, workshops, meetings, training sessions and outreach and education programs;

(b) exchange of delegations, professionals, technicians and specialists from the academic sector, institutions dedicated to research, private sector and governmental agencies, including study visits and internship programs for professional training;

(c) dialogue and exchange of experiences between the Parties' private sectors and agencies involved in trade promotion;

(d) initiation of a knowledge-sharing platform aiming to transfer experience and best practices in the field of government development and modernisation to other countries through UAE's Government Experience Exchange Programme;

(e) promote joint business initiatives between entrepreneurs of the Parties; and

(f) any other form of cooperation that may be agreed by the Parties.

Article 14.5. Non-application of Dispute Settlement

Chapter 15 (Dispute Settlement) shall not apply to any matter or dispute arising from this Chapter.

Chapter 15. DISPUTE SETTLEMENT

Article 15.1. Objective

The objective of this Chapter is to establish an effective and efficient mechanism for avoiding and settling disputes between the Parties concerning the interpretation and application of this Agreement with a view to reaching, where possible, a mutually agreed solution.

Article 15.2. Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

Article 15.3. Scope of Application

1. Except as provided in paragraphs 2 and 3 of this Article, this Chapter shall apply with respect to the settlement of any dispute between the Parties concerning the interpretation, or application of this Agreement (hereinafter referred to as "covered provisions"), wherever a Party considers that:

(a) a measure of the other Party is inconsistent with its obligations under this Agreement; or

(b) the other Party otherwise failed to carry out its obligations under this Agreement.

2. This Chapter shall not cover non-violation complaints and other situation complaints. 3. The Parties agree that neither Party shall have recourse to dispute settlement under this Chapter for any matter arising under the following Chapters of this Agreement:

(a) Chapter 5 (Sanitary and Phytosanitary Measures);

(b) Article 7.1 (Anti-Dumping and Countervailing Measures) of Chapter 7 (Trade Remedies);

(c) Chapter 10 (Investment);

(d) Chapter 12 (Government Procurement);

(e) Chapter 13 (Small and Medium-Sized Enterprises); and

(f) Chapter 14 (Economic Cooperation).

Article 15.4. Contact Points

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

Article 15.5. Request for Information

Before a request for consultations, good offices, conciliation or mediation is made pursuant to Articles 15.6 (Consultations) or 15.7 (Good Offices, Conciliation or Mediation) respectively, a Party may request in writing any relevant information with respect to a measure at issue. The Party to which that request is made shall make all efforts to provide the requested information in a written response to be submitted no later than 20 days after the date of receipt of the request.

Article 15.6. Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 15.3 (Scope of Application) by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable.

3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall be held within 30 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 30 days of the date of receipt of the request, unless the Parties agree otherwise.

4. Consultations on matters of urgency including those which concern perishable goods or where appropriate, seasonal goods or seasonal services, shall be held within 15 days of the date ofreceipt of the request. The consultations shall be

deemed to be concluded within those 15 days unless the Parties agree otherwise.

5. During consultations each Party shall provide sufficient information so as to allow a complete examination of the measure at issue including how that measure is affecting the operation and application of this Agreement.

6. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

7. Consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties agree otherwise, consultations, if held in person, shall take place in the territory of the Party to which the request is made.

8. If the Party to which the request is made does not respond to the request for consultations within 10 days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3 or in paragraph 4 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may have recourse to Article 15 .8 (Establishment of a Panel).

Article 15.7. Good Offices, Conciliation or Mediation

1. The Parties may at any time agree to enter into procedures for good offices, conciliation or mediation. They may begin at any time, and be terminated by either Party at any time.

2. Proceedings involving good offices, conciliation or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings before a forum selected by the Parties.

3. If the Parties agree, procedures for good offices, conciliation or mediation may continue while the panel procedures proceed.

Article 15.8. Establishment of a Panel

1. The complaining Party may request the establishment of a panel if:

(a) the respondent Party does not reply to the request for consultations in accordance to the time frames referred in Article 15.6 (Consultations) of this Agreement; or

(b) the consultations referred to in A1ticle 15.6 (Consultations) of this Agreement are not held or fail to settle a dispute within 30 days or 15 days in relation to urgent matters including those which concern perishable goods or where appropriate, seasonal goods or seasonal services, after the date of the receipt of the request for consultations by the respondent Party.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party and shall identify the measure at issue and indicate the factual basis of the complaint and the legal basis specifying the relevant covered provisions in a manner sufficient to present how such measure is inconsistent with those provisions.

3. When a request is made by the complaining Party in accordance with paragraph I, a panel shall be established.

Article 15.9. Composition of a Panel

1. Unless the Parties agree otherwise, a panel shall consist of three panelists.

2. Within 20 days after the request for the establishment of a panel is made in accordance with Article 15.8.2 (Establishment of a Panel), each Party shall appoint a panelist. The Parties shall, by common agreement, appoint the third panelist, who shall serve as the chairperson of the panel, within 40 days after the establishment of a panel in accordance with Article 15.8.3 (Establishment of a Panel).

3. If either Party fails to appoint a panelist within the period established in paragraph 2, the other Party, within a period of 20 days, may request the Director-General of the WTO to appoint the unappointed panelists within 20 days of that request.

4. If the Director-General of the WTO notifies the Parties to the dispute that he or she is unavailable or does not appoint the unappointed panelist within 2.0 days of the date of the request made pursuant to paragraph 3, any Party to the dispute may request the Secretary-General of the Permanent Court of Arbitration to appoint the unappointed panelist within 20 days of that request.

5. If the Parties do not agree on the chairperson of the panel within the time period established in paragraph 2, they shall within the next 10 days, exchange their respective lists comprising three nominees each who shall not be nationals of either Party. The chairperson shall then be appointed by draw of lot from the lists within 10 days after the expiry of the time period during which the Parties shall exchange their respective lists of nominees. The selection by lot of the chairperson of the panel shall be made by the Joint Committee.

6. If a Party fails to submit its list of three nominees within the time period established in paragraph 5, the chairperson shall be appointed by draw of lot from the list submitted by the other Party.

7. The date of composition of the panel shall be the date on which the last of the three selected panelists has notified to the Parties the acceptance of his or her appointment.

Article 15.10. Decision on Urgency

If a Party so requests, the panel shall give a preliminary ruling, within 15 days of its composition, whether the dispute concerns matters of urgency.

Article 15.11. Requirements for Panelists

1. Each panelist shall:

(a) have demonstrated expertise m law, international trade, and other matters covered by this Agreement;

(b) be independent of, and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct established in Annex 15.8 (Code of Conduct for Panelists and Others Engaged in Dispute Settlement Proceedings under this Agreement); and

(e) be chosen strictly on the basis ofobjectivity, reliability, and sound judgment.

2. The chairperson shall also have experience in dispute settlement procedures.

3. Persons who provided good offices, conciliation or mediation to the Parties, pursuant to Article 15.7 (Good Offices, Conciliation or Mediation) in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panelists in that matter.

Article 15.12. Replacement of Panelists

If any of the panelists of the original panel becomes unable to act, withdraws or needs to be replaced because that panelist does not comply with the requirements of the code of conduct, a successor panelist shall be appointed in the same manner as prescribed for the appointment of the original panelist under Article 15.9 (Composition ofa Panel) and the work of the panel shall be suspended during the appointment of the successor panelist.

Article 15.13. Functions of the Panel

Unless the Parties otherwise agree, the panel:

(a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity of the measure at issue with the covered provisions;

(b) shall set out, in its decisions and reports, the findings of fact and law and the rationale behind any findings and conclusions that it makes; and

(c) should consult regularly with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

Article 15.14. Terms of Reference

1. Unless the Parties otherwise agree within 15 days after the date of establishment of the panel, the terms of reference of

the panel shall be:

"to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings on the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 15.18 (Interim Report) and 15.19 (Final Report)."

2. If the Parties agree on other terms of reference than those referred to in paragraph l within the time line specified therein, they shall notify the agreed terms of reference to the panel no later than 5 days after their agreement.

Article 15.15. Rules of Interpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law.

2. When appropriate, the panel may also take into account relevant interpretations in reports of panels established under this Agreement and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

3. The rulings of the panel cannot add to or diminish the rights and obligations of the Parties provided under this Agreement.

Article 15.16. Procedures of the Panel

1. Unless the Parties otherwise agree, the panel shall follow the model Rules of Procedure set out in Annex 15A (Rules of Procedure for the Panel).

2. There shall be no ex parte communications with the panel concerning matters under its consideration.

3. The deliberations of the panel and the documents submitted to it shall be kept confidential.

4. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

5. The panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually agreed solution.

6. The panel shall make its decisions, including its report by consensus, but if consensus is not possible then by majority vote. Any member may furnish separate opinions on matters not unanimously agreed, and such separate opinions shall not be disclosed.

7. Rulings of the panel shall be binding on the Parties.

Article 15.17. Receipt of Information

1. Upon the request of a Party, or on its own initiative, the panel may seek from the Parties relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. Upon the request of a Party or on its own initiative, the panel may seek from any source any information it considers appropriate.

3. On request of a Party, or on its own initiative, the panel may seek technical advice or expert opinion from any individual or body that it deems appropriate, and subject to any terms and conditions as the Parties agree.

4. Any information obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

Article 15.18. Interim Report

1. The panel shall deliver an interim report to the Parties within 90 days after the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties and the Joint Committee in writing. stating the reasons for the delay and the date on which the panel plans to deliver its interim report. Under no circumstances shall the delay exceed 30 days after the deadline. The interim report shall not be made public.

2. The interim report shall set out a descriptive part and the panel's findings and conclusions.

3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim report within 15 days of the date of issuance of the interim report. A Party may comment on the others Party's request within six days of the delivery of the request.

4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 15.19. Final Report

1. The panel shall deliver its final report to the Parties and Joint Committee within 120 days of the date of composition of the panel. When the panel considers that this deadline cannot be met the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plan to deliver its final report. Under no circumstances shall the delay exceed 30 days after the deadline.

2. The final report shall include a discussion of any written comments and requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. The final report shall be made public within 15 days of its delivery to the Parties unless the Parties otherwise agree to publish the final report only in parts or not to publish the final report.

Article 15.20. Implementation of the Final Report

1. Where the panel finds that the respondent Party has acted inconsistently with a covered provision pursuant to Article 15.3 (Scope of Application) the respondent Party shall take any measure necessary to comply promptly and in good faith with the Panel ruling.

2. If it is impossible to comply immediately the respondent Party shall. no later than 30 day after the delivery of the final report. notify the complaining Party and the Joint Committee of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report.

Article 15.21. Reasonable Period of Time for Compliance

1. If the Parties have not agreed on the length of the reasonable period of time, the complaining Party shall, no later than 20 days after the date of receipt of the notification made by the respondent Party in accordance with paragraph 2 of Article 15.20 (Implementation ofthe Final Report) request in writing the original panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the respondent Party and the Joint Committee. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The original panel shall deliver its decision to the Parties and the Joint Committee within 20 days from the relevant request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties.

Article 15.22. Compliance Review

1. The respondent Party shall deliver a written notification of its progress in complying with the final report to the complaining Party and the Joint Committee at least one month before the expiry of the reasonable period of time for compliance with the final report unless the Parties agree otherwise.

2. The respondent Party shall, no later than at the date of expiry of the reasonable period of time. deliver a notification to the complaining Party and the Joint Committee of any measure that it has taken to comply with the final report along with a description on how the measure ensures compliance sufficient to allow the complaining Party to assess the measure before the expiry of the reasonable period of time.

3. Where the Parties disagree on the existence of measure to comply with the final report, or their consistency with the covered provisions, the complaining Party may request in writing the original panel to decide on the matter before compensation can be ought or suspension of benefits can be applied in accordance with Article 15.23.1(c) Temporary

Remedies in Case of Non-Compliance). Such request shall be notified simultaneously to the respondent Party and the Joint Committee.

4. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why any measure taken by the respondent Party fail to comply with the final report or are otherwise inconsistent with the covered provisions.

5. The panel shall deliver its decision to the Parties and the Joint Committee within 60 days of the date of submission of the request.

Article 15.23. Temporary Remedies In Case of Non-Compliance

1. If the respondent Party:

(a) fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time; or

(b) notifies the complaining Party in writing that it is not possible to comply with the final report within the reasonable period of time; or

(c) the original panel finds that no measure taken to comply exists or that the measure taken to comply with the final report as notified by the respondent Party is inconsistent with the covered provisions;

The respondent Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on mutually satisfactory compensation.

2. If the Parties fail to reach a mutually satisfactory agreement within 20 days after the date of receipt of the request made in accordance with paragraph 1, the complaining Party may deliver a written notification to the respondent Party that it intends to suspend the application of concessions or other obligations under this Agreement.

3. The complaining Party may begin the suspension of concessions or other obligations referred to in the preceding paragraph 20 days after the date when it served notice on the respondent Party, unless the respondent Party made a request under paragraph 7.

4. The suspension of concessions or other obligations:

(a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the respondent Party to comply with the final report; and

(b) shall be restricted to benefits accruing to the respondent Party under this Agreement.

5. In considering what concessions or other obligations to suspend in accordance with paragraph 2, the complaining Party shall apply the following principles:

(a) the complaining Party should first seek to suspend the concessions or other obligations in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement; and

(b) the complaining Party may suspend concessions or other obligations in other sectors, if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s). The communication in which it notifies such a decision shall indicate the reasons on which it is based.

6. The suspension of concessions or other obligations or the mutually satisfactory agreement foreseen in the paragraph I shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions has been removed, or until the Parties have reached a mutually agreed solution pursuant to Article 15.28 (Mutually Agreed Solution) of this Agreement.

7. If the respondent Party considers that the suspension of concessions or other obligations does not comply with paragraphs 4 and 5, that Party may request in writing the original panel to examine the matter no later than 15 days after the date of receipt of the notification referred to in paragraph 2. That request shall be notified simultaneously to the complaining Party and to the Joint Committee. The original panel shall notify to the Parties and the Joint Committee its decision on the matter no later than 45 days of the receipt of the request from the respondent Party, or if the original panel cannot be established with its original members, from the date on which the last panelist of the newly established panel is appointed. Concessions or other obligations shall not be suspended until the panel has delivered its decision pursuant to this paragraph. The suspension of concessions or other obligations shall be consistent with this decision.

Article 15.24. Review of Any Measure Taken to Comply after the Adoption of Temporary Remedies

1. Upon the notification by the respondent Party to the complaining Party and the Joint Committee of the measure taken to comply with the final report panel ruling:

(a) in a situation where the right to suspend concessions or other obligations has been exercised by the complaining Party in accordance with Article 15.23 (Temporary Remedies in Case of Non-Compliance), the complaining Party shall terminate the suspension of concessions or other obligations no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the respondent Party may terminate the application of such compensation no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2.

2. If the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions within 30 days after the date of receipt of the notification the complaining Party shall request in writing the original panel to examine the matter. That request shall be notified simultaneously to the respondent Party and the Joint Committee. The decision of the panel shall be notified to the Parties and the Joint Committee no later than 30 days after the date of submission of the request. If the panel decides that the measure notified in accordance with paragraph 1 is consistent with the covered provisions, the suspension of concessions or other obligations, or the application of the compensation, as the case may be, shall be terminated no later than 15 days after the date of the decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of benefits or other obligations, or of the compensation, shall be adapted in light of the decision of the panel.

Article 15.25. Suspension and Termination of Proceedings

If both Parties so request in writing, the panel shall suspend work for a period agreed by the Parties and not exceeding 12 consecutive months from such request. In the event of a suspension of the work of the panel, the relevant time periods under this Section shall be extended by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of both Parties. If the work of the panel has been suspended for more than 12 consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated.

Article 15.26. Choice of Forum

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both Parties.

2. If a dispute with regard to a particular measure arises under this Agreement and under another international trade agreement to which both Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute.

3. Once a Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the particular measure referred to in paragraph 2, the selected forum shall be used to the exclusion of other fora, unless the forum selected first fails to make findings on the issues in dispute for jurisdictional or procedural reasons.

4. For the purpose of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 15.8 (Establishment of a Panel);

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated in accordance with the relevant provisions of that agreement.

Article 15.27. Costs

1. Unless the Parties otherwise agree, the costs of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the both Parties.

2. Each Party shall bear its own expenses and legal costs in the panel proceedings.

Article 15.28. Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 15.3 (Scope of Application).

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 15.29. Time Periods

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act or fact to which they refer, unless otherwise specified in this Chapter.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

Article 15.30. Annexes

The Joint Committee may modify the Annexes 15A (Rules of Procedure for the Panel) and 158 (Code of Conduct for Panelists and Others Engaged in Dispute Settlement Proceedings under this Agreement).

ANNEX 15A. RULES OF PROCEDURE FOR THE PANEL

Timetable

1. After consulting the Parties, the panel shall, whenever possible within 7 days of the appointment of the final panelist, fix the timetable for the panel process.

2. The panel process shall, as a general rule, not exceed 120 days from the date of establishment of the panel until the date of the final report, unless the Parties otherwise agree.

3. Should the panel consider there is a need to modify the timetable, it shall inform the Parties in writing of the proposed modification and the reason for it. In cases of urgency in accordance with Article 15.10 (Decision on Urgency) the panel, after consulting the Parties, shall adjust the timetable as appropriate and shall notify the Parties of such adjustment.

Written Submissions and other Documents

4. Unless the panel otherwise decides, the complaining Party shall deliver its first written submission to the panel no later than 20 days after the date of composition of the panel. The respondent Party shall deliver its first written submission to the panel and to the complaining Party no later than 20 days after the date of delivery of the complaining Party's first written submission unless the arbitral panel decides otherwise.

5. A Party shall provide a copy of its written submission to each of the panelists and to the other Party. The copy shall be delivered in electronic format against receipt or if agreed by the Parties, a copy of the documents shall also be provided by registered post, courier or facsimile.

6. Within 20 days of the conclusion of the hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

7. The Parties shall transmit all information or written submissions, written versions of oral statements and responses to questions put by the panel to the other Party to the dispute at the same time as it is submitted to the panel.

8. All written documents provided to the panel or by one Party to the other Party shall be delivered in electronic format against receipt or if agreed by the Parties, a copy of the documents shall also be provided by registered post, courier or

facsimile.

9. Minor errors of a clerical nature in any request, notice, written submission or other document related to the panel proceeding may be corrected by delivery of a new document clearly indicating the changes.

Operation of the Panel

10. The chairperson of the panel shall preside at all of its meetings, and shall fix the date and time of the hearing in consultation with the Parties and other members of the panel. The panel may delegate to the chairperson the authority to make administrative and procedural decisions.

11. Panel deliberations shall be confidential. Only panelists may take part in the deliberations of the panel. The reports of panels shall be drafted without the presence of the Parties in the light of the information provided and the statements made.

12. Opinions expressed in the panel report by individual panelists shall be anonymous.

Hearings

13. The Parties shall be given the opportunity to attend hearings and meetings of the panel.

14. The panel shall provide for at least one hearing for the Parties to present their cases to the panel.

15. Unless the Party disagrees the Panel may decide to convene additional hearings or not to convene a hearing at all.

16. All panelists shall be present at hearings. Panel hearings shall be held in closed session with only the panelists and the Parties in attendance. However, in consultation with the Parties, assistants, translators or designated note takers may also be present at hearings to assist the panel in its work. Any such arrangements established by the panel may be modified with the agreement of the Parties.

17. The hearing shall be conducted by the panel in a manner ensuring that the complaining Party and the respondent Party are afforded equal time to present their case. The panel shall, as a general rule, conduct the hearing in the following manner: argument of the complaining Party; argument of the respondent Party; the reply of the complaining Party; the counter-reply of the respondent Party; closing statement of the complaining Party; and closing statement of the respondent Party. The chairperson may set time limits for oral arguments to ensure that each Party is afforded equal time.

Written Questions

18. The panel may direct written questions to either Party at any time during the proceedings. A Party to whom the panel addresses a written question shall deliver a written reply to the panel and the other Party in accordance with the timetable established by the panel.

19. Each Party shall be given the opportunity to provide written comments on the response of the other Party within the timetable established by the panel.

Confidentiality

20. The panel's hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the panel by the other Party which that Party has designated as confidential.

21. Where a Party designates as confidential its written submissions to the panel, it shall, on request of the other Party, provide the panel and the other Party with a non-confidential summary of the information contained in its written submissions that could be disclosed to the public no later than 10 days after the date of request. Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public. Working language

22. The working language of the panel proceedings, including for written submissions, oral arguments or presentations, the report of the panel and all written and oral communications between the Parties and with the panel, shall be English.

Venue

23. The venue for the hearings of the panel shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the respondent Party complained against, and any additional hearings shall alternate between the territories of the Parties.

Expenses

23. The panel shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains.

Ex Parte Contacts

24. The panel shall not meet or contact a Party in the absence of the other Party.

25. No Party shall contact any panelist in relation to the dispute in the absence of the other Party or other panelists.

26. No panelist shall discuss any aspect of the subject-matter of the proceedings with a Party in the absence of the other Party and other panelists.

ANNEX 15B. CODE OF CONDUCT FOR PANELISTS AND OTHERS ENGAGED IN DISPUTE SETTLEMENT PROCEEDINGS UNDER THIS AGREEMENT (1)

(1) For greater certainty, Annex 15B is applicable for the purpose of Article 15.7 (Good Offices, Conciliation or Mediation), unless otherwise provided by the instruments of good offices, conciliation and mediation.

Definitions

1. For the purposes of this Annex:

(a) assistant means a person who, under the terms of appointment of a panelist, conducts research or provides support for the panelist, and works under the direction and control of a panelist to assist with case-specific tasks;

(b) candidate means a person who is under consideration for selection as a panelist;

(c) panelist means a member of a panel established under Article 15.8 (Establishment of a Panel);

(d) proceeding, unless otherwise specified, means the proceeding of a panel under this Chapter; and

(e) staff, in respect of a panelist, means persons under the direction and control of the panelist, other than assistants.

Responsibilities to the Process

2. Every panelist shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process are preserved. Former panelists shall comply with the obligations established in paragraphs 17 through 20 of this Annex.

Disclosure Obligations

3. Prior to confirmation of his or her selection as a panelist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. Once selected, a panelist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is a continuing duty, which requires a panelist to disclose any such interests, relationships and matters that may arise during any stage of the proceeding. Performance of Duties by Panelists

5. A panelist shall comply with the provisions of Chapter 15 (Dispute Settlement) and its Annexes.

6. On selection, a panelist shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

7. A panelist shall not deny other panelists the opportunity to participate in all aspects of the proceeding.

8. A panelist shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.

9. A panelist shall take all appropriate steps to ensure that the panelist's assistant and staff are aware of, and comply with, paragraphs 2, 3, 4, 19, 20 and 21 of this Annex.

10. A panelist shall not engage in ex parte contacts concerning the proceeding.

11. A panelist shall not communicate matters concerning actual or potential violations of this Annex by another panelist unless the communication is to both Parties or is necessary to ascertain whether that panelist has violated or may violate this Annex. Each panelist shall keep a record and render a final account of the time devoted to the panel proceedings and of his or her expenses, as well as the time and expenses of his or her staff and assistants.

Independence and Impartiality of Panelists

12. A panelist shall be independent and impartial. A panelist shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.

13. A panelist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

14. A panelist shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the panelist's duties.

15. A panelist shall not use his or her position on the panel to advance any personal or private interests. A panelist shall avoid actions that may create the impression that others are in a special position to influence the panelist. A panelist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

16. A panelist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panelist's conduct or judgment.

17. A panelist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panelist's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

18. A panelist or former panelist shall avoid actions that may create the appearance that the panelist was biased in carrying out the panelist's duties or would benefit from the decision or report of the panel.

Maintenance of Confidentiality

19. A panelist or former panelist shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

20. A panelist shall not disclose a panel report, or parts thereof, prior to its publication.

21. A panelist or former panelist shall not at any time disclose the deliberations of a panel, or any panelist's view, except as required by legal or constitutional requirements.

22. A panelist shall not make a public statement regarding the panel proceeding.

Chapter 16. EXCEPTIONS

Article 16.1. General Exceptions

1. For the purposes of Chapters 2 (Trade in Goods), 3 (Rules of Origin), 4 (Customs Procedures and Trade Facilitation), 5 (Sanitary and Phytosanitary Measures), 6 (Technical Barriers to Trade), and 7 (Trade Remedies) and the Annexes to the abovementioned Chapters, Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

2. For the purposes of Chapters 8 (Trade in Services) and its Annexes, and Chapter 9 (Digital Trade) (1), Article XIV of the GA TS and its footnotes, are incorporated into and form part of this Agreement, mutatis mutandis.

(1) This paragraph is without prejudice to whether a Party considers a digital product to be a good or service.

Article 16.2. Security Exceptions

1. Nothing in this Agreement shall be construed:

(a) to require any Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or

(b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable and fusionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) relating to the protection of critical public infrastructure, including, but not limited to, critical communications infrastructures, power infrastructures and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructures;

(v) taken in time of domestic emergency, or war or other emergency in international relations; or

(c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 16.3. Taxation

1. Nothing in this Agreement shall apply to any taxation measure. (2)

(2) For the avoidance of doubt, provisions where corresponding rights and obligations are also granted or imposed under the WTO Agreement shall apply to taxation measures.

2. Nothing in this Agreement shall affect the rights and obligations of a Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that tax convention shall prevail to the extent of the inconsistency.

Chapter 17. ADMINISTRATION OF THE AGREEMENT

Article 17.1. Joint Committee

1. The Parties hereby establish a Joint Committee.

2. The Joint Committee:

(a) shall be composed of representatives of Georgia and the UAE. The Parties shall be represented by senior officials designated by them for this purpose, unless otherwise agreed by the Parties; and

(b) may establish standing or ad hoc sub-committees or working groups and assign any of its powers thereto.

3. The functions of the Joint Committee shall be as follows:

(a) to review and assess the results and overall operation of this Agreement in the light of its objectives and the experience gained during its application;

(b) to consider and recommend any amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement;

(c) to endeavour to amicably resolve disputes between the Parties arising from the interpretation or application of this Agreement;

(d) to supervise and coordinate the work of all sub-committees and working groups established under this Agreement;

(e) to consider any other matter that may affect the operation of this Agreement;

(f) if requested by either Party, to propose a mutually agreed interpretation of the provisions of this Agreement;

(g) to adopt decisions or make recommendations as envisaged by this Agreement; and

(h) to carry out any other functions as may be agreed by the Parties.

Article 17.2. Rules of Procedures of the Joint Committee

1. The Joint Committee shall meet within one year from the entry into force of this Agreement. Thereafter, it shall meet whenever necessary, but normally once every two years, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of either Party. The regular sessions shall be chaired successively by each Party.

2. The Joint Committee shall also hold special sessions without undue delay from the date of a request thereof from either Party. The special sessions shall be chaired by the host Party requesting the session.

3. The Joint Committee shall ordinarily meet at the level of senior officials unless otherwise agreed by the Parties, or there is a specific request by either Party to convene the meeting at a higher level.

4. The Joint Committee shall take decisions and make recommendations on any matter within its functions as set out in Article 17.1 (Joint Committee), by mutual agreement. The implementation of the decisions shall be subject to compliance with either Party's applicable internal legal requirements and procedures.

Article 17.3. Communications

1. For the purpose of facilitating communication between the Parties on any matter covered by this Agreement, the following contact points are designated:

(a) For Georgia, Ministry of Economy and Sustainable Development; and

(b) For the UAE, the Ministry of Economy.

2. All official communications in relation to this Agreement shall be in the English language.

Chapter 18. FINAL PROVISIONS

Article 18.1. Annexes and Footnotes

The Annexes and footnotes to this Agreement constitute an integral part of this Agreement.

Article 18.2. Amendments

1. The Parties may agree in writing to amend this Agreement.

2. Either Party may submit proposals for amendments to this Agreement to the Joint Committee for its consideration and recommendation.

3. Amendments to this Agreement shall, after consideration by the Joint Committee, enter into force in accordance with the procedure required for the entry into force of this Agreement. Such amendments shall constitute an integral part of this Agreement.

4. If any amendment is made to the provisions of the WTO Agreement or any other international agreement, to which both Parties are party and that has been incorporated into this Agreement, the Parties shall consult on whether to amend this Agreement accordingly, unless this Agreement provides otherwise.

Article 18.3. Accession

Any country or group of countries may accede to this Agreement subject to such terms and conditions as may be agreed between the country or group of countries and the Parties and subject to the following approval in accordance with the applicable internal legal requirements and procedures of each Party and such acceding country or group of countries.

Article 18.4. Duration and Termination

1. This Agreement shall be valid for an indefinite period.

2. Either Party may terminate this Agreement by written notification to the other Party, and such termination shall take effect six months after the date of the notification.

Article 18.5. Entry Into Force

1. This Agreement is subject to ratification, acceptance or approval in accordance with the respective internal legal procedure of each Party.

2. The Parties shall notify each other on the completion of their internal procedure necessary for the entry into force of the Agreement in writing, through diplomatic channels, within a period of 30 days from such completion.

3. This Agreement shall enter into force 30 days after the receipt of the last written notification on the completion of an internal procedure.

Article 18.6. Authentic Texts

This Agreement is done in triplicate in Arabic, Georgian and English languages. All texts shall be equally authentic. In case of any divergence, the English text shall prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in Dubai, United Arab Emirates, on the 10th day of October 2023.

FOR GEORGIA

H.E. LEVAN DAVITASHVILI

VICE PRIME MINISTER, MINISTER OF ECONOMY AND SUSTAINABLE DEVELOPMENT

FOR THE UNITED ARAB EMIRATES

DR. THANI BIN AHMAD AL ZEYOUDI

MINISTER OF STATE FOR FOREIGN TRADE

ANNEX 18A. ENERGY RESOURCES SECTOR

In connection with this Agreement, the Parties have reached the following understandings:

(a) The UAE is an independent, sovereign, federal State, with seven sovereign Member Emirates (Member Emirates), and pursuant to its Constitution, each Member Emirate retains full sovereignty, sovereign rights and exclusive jurisdiction in its territory over its natural resources and wealth of which the Energy Resources Sector is the subject matter of this Annex. For the purposes of this Annex, "Energy Resources Sector" shall mean all hydrocarbons such as oil, gas, and condensates, derivates and primary by-products thereof with respect to ownership, management, exploration, development and production, exploitation (including reservoir management), transportation, storage, refining and processing, and distribution up to and including retail distribution.

(b) In recognition of the foregoing, this Agreement shall not grant any rights to Georgia or create any obligations for the UAE or any of its Member Emirates with regard to the Energy Resources Sector. Accordingly, the Energy Resources Sector is excluded from all aspects and provisions of this Agreement, including Chapter 15 (Dispute Settlement). All matters pertaining to the Energy Resources Sector of any of the Member Emirates are within the exclusive jurisdiction of the Member Emirates, and all determinations and decisions of each Member Emirate made by such Member Emirate's competent authorities pertaining to the Energy Resources Sector (Competent Authorities) that are the subject of its jurisdiction shall be final, binding and not subject to review or challenge.

(c) Subsequent to the date of entry into effect of this Agreement and in the event that the UAE with the concurrence of the

Member Emirates' Competent Authorities grants any rights excluded by this Annex to a third country with respect to the Energy Resources Sector by a regional trade agreement, such rights shall be granted to Georgia.

(d) Notwithstanding the above, in the event of a difference in the interpretation or application of this Annex, the UAE and Georgia commit to have recourse to consultations at the request of either Party. For the purpose of such consultations, Article 15.6 (Consultations) of this Agreement except paragraph 8, shall apply mutatis mutandis. The Parties shall make every attempt through consultation to arrive at a mutually satisfactory resolution within 60 days from the request.

(e) In the event that the UAE and Georgia fail to achieve a mutually agreed solution within 60 days following recourse to consultations, or if the UAE fails to comply with the mutually agreed solution within the agreed timeframe, the only recourse of Georgia shall be that it may suspend benefits under this Agreement proportionate to the trade effects which the measure in question causes or threatens to cause. Moreover, Georgia shall repeal its compensatory measure to the extent that the UAE's measure in question ceases to apply. The above-mentioned procedure shall also apply in case of any dispute relating to whether the Georgian's compensatory measure is proportionate, with the UAE likewise ultimately having the right to suspend benefits proportionately. (f) The UAE and Georgia further agree that this Annex shall constitute an integral part of this Agreement and that, in the unlikely event of any inconsistency between this Annex and any provisions of this Agreement, this Annex shall prevail to the extent of that inconsistency.