AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF ECUADOR ON RECIPROCAL TRADE

The United States of America and the Republic of Ecuador (hereinafter referred to individually as "Party" and collectively as "the Parties"),

Emphasizing their shared values, including democracy, economic freedom, and the rule of law;

Recognizing the special bonds of friendship and cooperation among them, in particular in their trade and investment relations, as reflected in the Agreement between the Government of the United States of America and the Government of the Republic of Ecuador Concerning a United States-Ecuador Council on Trade and Investment and its annex, the Protocol on Trade Rules and Transparency;

Intending to enhance reciprocity in their bilateral trade relationship by addressing tariff and nontariff barriers; and

Seeking to strengthen their commercial and economic relationship through increased alignment by adopting and incorporating new economic and national security matters of bilateral importance,

HAVE AGREED as follows:

Section 1. Tariffs and Quotas

Article 1.1. Tariffs

1. Ecuador shall apply a rate of customs duty on an originating good of the United States as set out in Schedule 1 to Annex I.

2. The United States shall apply tariff treatment for originating goods of Ecuador as set out in Schedule 2 to Annex I.

Article 1.2. Quotas

Ecuador shall not impose or maintain quantitative restrictions on imports of originating goods of the United States except in accordance with the General Agreement on Tariffs and Trade 1994.

Section 2. Non-Tariff Barriers and Related Matters

Article 2.1. Import Licensing

Ecuador shall not apply import licensing (1) to U.S. goods in a manner that restricts the importation of such goods. Ecuador shall ensure that any non-automatic import licensing is applied only to administer an underlying measure, in a manner that is transparent, nondiscriminatory, and not unduly burdensome, and that does not reduce the competitiveness of U.S. exports.

(1) For greater certainty, "import licensing", "automatic import licensing", and "non-automatic import licensing" have the same meanings as provided in the World Trade Organization (WTO) Agreement on Import Licensing Procedures.

Article 2.2. Technical Regulations, Standards, and Conformity Assessment

1. Ecuador shall allow U.S. originating goods that comply with applicable U.S. standards and technical regulations that are aligned with international standards, for which determination criteria are based on the TBT Committee Decision on International Standards, (2) (3) (4) or international conformity assessment procedures (5) to enter its territory without

additional conformity assessment requirements. In doing so, Ecuador shall (6) accord to the conformity assessment bodies of the United States treatment no less favorable than that it accords to its own bodies, and shall: (7)

(2) TBT Committee Decision on International Standards means Annex 2 to Part 1 (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) in the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev.15), as may be revised, issued by the WTO Committee on Technical Barriers to Trade.

(3) For greater certainty, criteria that are not relevant to determining whether a standard is an international standard include the domicile of the standards body, whether the standards body is non-governmental or inter-governmental, and whether the standards body limits participation to delegations.

(4) In accordance with Article 2.7 of the WTO Agreement on Technical Barriers to Trade (TBT Agreement), Ecuador accepts those U.S. standards and technical regulations as equivalent to its own standards and technical regulations.

(5) For greater certainty, "international conformity assessment procedures" includes the ISO Committee on Conformity Assessment ("CASCO") toolbox as discussed in the WTO TBT Committee, Decision on Guidelines on Conformity Assessment Procedures Non-Prescriptive Practical Guidelines to Support Regulators in the Choice and Design of Appropriate and Proportionate Conformity Assessment Procedures, sec. 2.3, G/TBT/54 (March 2024).

(6) Ecuador shall ensure that packaging, marking, and labelling requirements do not create unnecessary obstacles to bilateral trade and that any fees levied are equitable and non-discriminatory.

(7) In accordance with Article 6.1 of the TBT Agreement, Ecuador accepts procedures of conformity assessment bodies of the United States as equivalent to its own procedures.

(a) accept test reports or certificates issued by conformity assessment bodies accredited by accreditation bodies that are signatories to mutual recognition arrangements; or

(b) accept a supplier's declaration of conformity for products sold in the United States subject to U.S. post-market surveillance. (8)

(8) As regulated by the National Highway Traffic Safety Administration (NHTSA), Federal Communications Commission (FCC), the Bureau of Industry and Security (BIS), and the U.S. Consumer Product Safety Commission (CPSC).

2. Ecuador shall ensure that technical regulations, standards, and conformity assessment procedures are applied in a non-discriminatory manner and do not operate as disguised restrictions on bilateral trade, and shall remove existing technical barriers to trade in areas that undermine reciprocity including requirements for duplicative or unnecessary testing or conformity assessment.

Article 2.3. Agriculture

Ecuador shall provide non-discriminatory or preferential market access for U.S. agricultural goods as set forth in this Agreement.

(a) Ecuador shall ensure that its sanitary and phytosanitary (SPS) measures are science- and risk-based and do not operate as disguised restrictions on bilateral trade, and shall remove unjustified SPS barriers in areas that undermine reciprocity.

(b) Ecuador shall not adopt or maintain non-scientific, discriminatory, or preferential measures that disadvantage U.S. exports to Ecuador, including as a result of entering into agreements or understandings with third countries.

Article 2.4. Geographical Indications

Ecuador shall ensure transparency and fairness with respect to the protection or recognition of geographical indications, including pursuant to an international agreement. Ecuador shall only protect or recognize a term that identifies a good as a geographical indication where there is a given quality, reputation, or other characteristic of the good that is essentially attributable to its geographical origin.

Article 2.5. Cheese and Meat Terms

Ecuador shall not restrict U.S. market access due to the mere use of the individual cheese and meat terms listed in Annex II.

Article 2.6. Intellectual Property

Ecuador shall provide a robust standard of protection for intellectual property. (9) Ecuador shall ratify or accede to, and shall fully implement, the international intellectual property treaties in Article 2.10 of Annex III. Ecuador shall provide effective systems for civil, criminal, and border enforcement of intellectual property rights and shall ensure that such systems combat and deter the infringement or misappropriation of intellectual property, including in the online environment. Ecuador shall prioritize and shall take effective criminal and border enforcement actions against copyright and trademark infringements.

(9) For purposes of this Agreement, ?intellectual property? refers to all categories of intellectual property that are the subject of Sections 1 through 7 of part II of the WTO Agreement on Trade-Related Aspects of Intellectual Property Rights. Further, for purposes of this Agreement, the protection of intellectual property includes matters related to technological protection measures and rights management information.

Article 2.7. Services

Ecuador shall address existing services trade barriers that undermine reciprocity, including as reflected in Articles 2.12 and 2.13 of Annex III. Ecuador shall refrain from imposing new barriers that restrict U.S. services suppliers.

Article 2.8. Good Regulatory Practices

Ecuador shall continue to implement good regulatory practices consistent with Annex II of the Protocol to the Trade and Investment Council Agreement Between the Government of the United States of America and the Government of the Republic of Ecuador Relating to Trade Rules and Transparency.

Article 2.9. Labor

1. Ecuador shall adopt and effectively implement a prohibition on the importation of goods mined, produced, or manufactured wholly or in part by forced or compulsory labor. (10) The United States shall cooperate with Ecuador in the implementation of this prohibition through information sharing, such as information on actions taken to enforce the United States? forced labor import ban, as appropriate, and Ecuador shall review U.S. government determinations on entities under section 307 of the Tariff Act of 1930.

(10) Ecuador ratified the International Labor Organization Convention 105 in 1962.

2. Ecuador shall protect internationally recognized labor rights. (11) This includes by adopting or maintaining such rights in its law and practice, and effectively enforcing its labor laws, including by creating or maintaining necessary institutions to protect labor rights. Ecuador shall establish and effectively apply appropriate legal sanctions for violations of those laws. Ecuador shall not weaken or reduce the protections in its labor laws and shall address any such weakening or reduction that has been made to encourage trade or investment to date. (12) In addition, Ecuador shall address issues related to labor rights that contribute to non-reciprocal trade.

(11) For purposes of this paragraph, internationally recognized labor rights include those in the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998), as amended in 2022; a prohibition on the worst forms of child labor; and acceptable conditions of work with respect to minimum wages and hours of work.

(12) For greater certainty, the scope of this paragraph includes special economic zones, including export processing zones, or sector-specific

laws or regulations that have lesser labor protections than the overall economy.

Article 2.10. Environment

Ecuador shall adopt and maintain environmental protections, effectively enforce its environmental laws, uphold or institute as necessary strong environmental governance structures, and work together with the United States to address any environment-related issues that may contribute to non-reciprocal trade.

Article 2.11. Customs and Trade Facilitation

Within two years of the date of entry into force of this Agreement, Ecuador shall implement and maintain customs electronic systems and internal regulations that allow for full pre-arrival processing, paperless trade, and digitized procedures for the movement of goods from the United States across its borders.

Article 2.12. Border Measures and Taxes

Ecuador shall not impose value-added taxes that discriminate against U.S. companies in law or in fact.

Section 3. Digital Trade and Technology

Article 3.1. Digital Services Taxes

Ecuador shall not impose digital services taxes, or similar taxes, that discriminate against U.S. companies in law or in fact.

Article 3.2. Facilitation of Digital Trade

Ecuador shall facilitate digital trade with the United States, including by refraining from measures that discriminate against U.S. digital services or U.S. products distributed digitally, ensuring the free transfer of data across trusted borders for the conduct of business, and collaborating with the United States to address cybersecurity challenges.

Article 3.3. Market Entry Conditions

Ecuador shall not impose any condition or enforce any undertaking requiring U.S. persons to transfer or provide access to a particular technology, production process, source code, or other proprietary knowledge, or to purchase, utilize, or accord a preference to a particular technology, as a condition for doing business in its territory. This paragraph does not preclude a regulatory body or judicial authority of Ecuador from requiring a person of the United States to preserve and make available the source code of software, or an algorithm expressed in that source code, to the regulatory body for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure. (13)

(13) For greater certainty, this paragraph shall not apply to government procurement.

Article 3.4. Customs Duties on Electronic Transmissions

Ecuador shall not impose customs duties on electronic transmissions, including content transmitted electronically, and shall continue to support multilateral adoption of a permanent moratorium on customs duties on electronic transmissions at the WTO.

Section 4. Rules of Origin

Article 4.1. General Provision

The Parties intend for the benefits of this Agreement to accrue substantially to them and their nationals. If benefits of this Agreement are accruing substantially to third countries or third-country nationals, a Party may establish rules of origin necessary to achieve the Parties? intention for this Agreement.

Section 5. Economic and National Security

Article 5.1. Complementary Actions

1. When the United States imposes a customs duty, quota, prohibition, fee, charge, or other import restriction on a good or service, Ecuador shall regulate, pursuant to its relevant domestic law, as appropriate, the importation of that good or service into its territory through measures having a similar effect as those of the United States aimed at addressing common economic and national security concerns.

2. Ecuador shall adopt and implement measures, as appropriate, to address unfair practices that could distort trade in either Party's market. The United States shall share information, as appropriate, with Ecuador to address unfair trade practices when such practices impact Ecuador.

3. Ecuador shall adopt measures to encourage shipbuilding and shipping by the Parties. The Parties shall discuss the structure and effect of relevant and appropriate measures aimed at promoting a fair and competitive industry.

Article 5.2. Export Controls, Sanctions, Investment Security, and Related Matters

1. Ecuador shall cooperate to strengthen export controls, including the implementation of rigorous assessments associated with the transfer of sensitive technologies and goods, as well as, establishing due diligence procedures that ensure transparency in commercial transactions and the integrity of existing controls. Both Parties shall share relevant information on best practices and potential threats to economic and national security.

2. Ecuador shall cooperate with the United States, in a manner consistent with and permitted by applicable requirements of its domestic law, with a view to promoting compliance with and enforcement of U.S. sanctions and export controls.

3. Ecuador shall cooperate with the United States on matters related to investment security and shall take steps to review and address national security risks associated with public and private investment in its territory through existing mechanisms (14) and through exploring the establishment of a mechanism to review inbound investment for national security risks. (15)

(14) For example, in the areas of infrastructure, natural resources, sensitive technology, and personal data.

(15) For greater certainty, any such steps should be guided by the principles of non-discrimination, transparency, predictability, regulatory proportionality, and accountability.

4. If the United States determines that Ecuador is cooperating to address shared national and economic security issues, the United States may take such cooperation into account in administering its laws and regulations pertaining to export controls, investment reviews, and other measures.

Article 5.3. Other Measures

1. The United States shall work and cooperate with Ecuador to streamline and enhance defense trade.

2. Ecuador and the United States shall enter into a duty evasion cooperation agreement.

3. If Ecuador enters into a new bilateral free trade agreement or preferential economic agreement that undermines this Agreement, the United States may, if consultations with Ecuador fail to resolve its concerns, terminate this Agreement.

4. Ecuador shall purchase nuclear reactors, fuel rods, or enriched uranium from market-oriented suppliers, whenever feasible.

Section 6. Commercial Considerations and Opportunities

Article 6.1. Investment

1. Ecuador shall allow and facilitate U.S. investment in its territory to explore, mine, extract, refine, process, transport, distribute, and export critical minerals and energy resources and to supply power, telecommunication, transportation, and

infrastructure services on terms no less favorable than it accords to investors from any third country in like circumstances, and shall regulate those investments in keeping with minimum standards of international law.

2. The United States shall work through U.S. institutions such as the Export-Import Bank of the United States (EXIM Bank) and the U.S. International Development Finance Corporation (DFC), if eligible, to consider supporting investment financing in critical sectors and other productive and economic sectors in Ecuador in collaboration with U.S. private sector partners, consistent with applicable law.

Article 6.2. Commercial Considerations

1. To enhance trade reciprocity between the parties, Ecuador shall ensure that state-owned enterprises under its jurisdiction fully comply with the principle of non-discrimination, do not receive subsidies, and act solely based on commercial considerations.

2. Upon the written request of the United States, Ecuador shall provide information regarding all forms of non-commercial assistance or subsidies that it provides to a manufacturing enterprise in its territory. Ecuador shall take action to address the distortive impacts of those subsidies and support mechanisms on trade and investment with the United States, while safeguarding or preserving its industry and employment, with a view to ensuring raising standards of living and economic development.

Section 7. Implementation, Enforcement, and Final Provisions

Article 7.1. Recognition of Existing Rights and Obligations

The Parties recognize their rights and obligations under the WTO agreements.

Article 7.2. Annexes, Appendices, and Footnotes

The annexes, appendices, and footnotes to this Agreement constitute an integral part of this Agreement.

Article 7.3. Modifications and Amendments

Each Party may request reasonable modifications to this Agreement, which the other Party shall consider in good faith. The Parties may agree, in writing, to amend this Agreement if such amendment does not undermine the benefits of this Agreement or other agreements between the Parties.

Article 7.4. Enforcement and Implementation

1. If either Party considers that the other Party has not complied with a provision of this Agreement, the Party may review the terms of the Agreement and take action in accordance with its law. Prior to taking such an action, a Party shall, when practicable, seek consultations with the other Party.

2. The Parties shall address matters related to the implementation and operation of this Agreement under the United States-Ecuador Trade and Investment Council established under the Agreement between the Government of the United States of America and the Government of the Republic of Ecuador Concerning a United States-Ecuador Council on Trade and Investment.

3. Nothing in this Agreement shall prevent, or otherwise constrain, a Party from imposing additional tariffs to remedy unfair trade practices, to address import surges, to protect economic or national security, or for other similar reasons consistent with its law.

Article 7.5. Termination

Either Party may terminate this Agreement by providing written notice of termination to the other Party. Termination shall take effect 30 days after the date of such notification or on another date as the Parties decide. When practicable, a Party shall provide the other Party an opportunity to consult before providing such notice.

Article 7.6. Authentic Languages

The texts of this Agreement in the English language and the Spanish language shall be equally authentic, except for the texts of Schedules 1 and 2.

Article 7.7. Entry Into Force

This Agreement shall enter into force 30 days after the date on which the Parties have notified each other in writing of the completion of their respective applicable legal procedures, or on such other date as the Parties may decide.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Washington, District of Columbia, this thirteenth day of March, 2026.

For the United States of America:

For the Republic of Ecuador:

Annex I

Schedule 1

Tariff Schedule of Ecuador

General Notes

1. The provisions of this Schedule are generally expressed in terms of the Customs Tariff of Import and Export of the Republic of Ecuador, and the interpretation of the description and product coverage of subheadings of this Schedule shall be governed by the “Customs Tariff of the Republic of Ecuador”. To the extent that provisions of this Schedule are identical to the corresponding provisions of the Customs Tariff of the Republic of Ecuador, the provisions of this Schedule shall have the same meaning as the corresponding provisions of the Customs Tariff of the Republic of Ecuador.

2. The base rates of duty as set out in this Schedule reflect Ecuador’s Most Favored Nation (MFN) rates of duty in effect on January 1, 2025.

3. Ecuador shall apply a rate of customs duty on originating goods of the United States as provided in this Schedule.

4. In this Schedule, the following staging categories apply to the elimination or reduction of customs duties by Ecuador:

(a) customs duties on originating goods provided for in the items in staging category A0 shall be eliminated entirely, and such goods shall be duty-free on the date of entry into force of this Agreement;

(b) customs duties on originating goods provided for in the items in staging category A1 shall remain at the base rates during year one, and such goods shall be dutyfree effective January 1 of year two;

(c) customs duties on originating goods provided for in the items in staging category A2 shall remain at the base rates during year one. Beginning on January 1 of year two, these duties shall be eliminated in two equal annual stages, and such goods

shall be duty-free effective January 1 of year three;

(d) customs duties on originating goods provided for in the items in staging category A3 shall remain at the base rates during year one. Beginning on January 1 of year two, these duties shall be eliminated in three equal annual stages, and such goods shall be duty-free effective January 1 of year four;

(e) customs duties on originating goods provided for in the items in staging category R3,7 shall be reduced to 3.7 percent ad valorem on the date of entry into force of this Agreement;

(f) customs duties on originating goods provided for in the items in staging category R5 shall be reduced to 5 percent ad valorem on the date of entry into force of this Agreement;

(g) customs duties on originating goods provided for in the items in staging category R7,5 shall be reduced to 7.5 percent ad valorem on the date of entry into force of this Agreement;

(h) customs duties on originating goods provided for in the items in staging category R10 shall be reduced to 10 percent ad valorem on the date of entry into force of this Agreement;

(i) customs duties on originating goods provided for in the items in staging category R12,5 shall be reduced to 12.5 percent ad valorem on the date of entry into force of this Agreement;

(j) customs duties on originating goods provided for in the items in staging category R15 shall be reduced to 15 percent ad valorem on the date of entry into force of this Agreement;

(k) customs duties on originating goods provided for in the items in staging category R20 shall be reduced to 20 percent ad valorem on the date of entry into force of this Agreement;

(l) customs duties on originating goods provided for in the items in staging category R25 shall be reduced to 25 percent ad valorem on the date of entry into force of this Agreement;

(m) customs duties on originating goods provided for in the items in staging category R30 shall be reduced to 30 percent ad valorem on the date of entry into force of this Agreement;

(n) customs duties on originating goods provided for in the items in staging category A shall remain zero;

(o) customs duties on originating goods provided for in the items in staging category Z shall remain subject to the applied MFN import duty rate of Ecuador; and

(p) customs duties on originating goods provided for in the items in staging category TRQ shall be governed by the terms of the tariff-rate quota (TRQ) for that specific tariff item, as described in Appendix 1.

5. Interim staged rates for tariff items in this Schedule shall be rounded to the nearest tenth of a percentage point or, if the rate of duty is expressed in monetary units, to the nearest tenth of one U.S. cent.

6. For the purposes of this Schedule, “year one” means the year this Agreement enters into force as provided in Section 7 and ending on December 31 of the same year as entry into force.

7. Appendix 1 sets out the TRQs that Ecuador shall apply to certain originating goods of the United States.

8. Notwithstanding any other provision of the Customs Tariff of the Republic of Ecuador, originating goods of the United States in the quantities described in Appendix 1 shall be permitted entry into the territory of Ecuador as provided in this Schedule. Further, unless otherwise specified in this Schedule, any quantity of originating goods imported from the United States under a TRQ provided in Appendix 1 shall not be counted towards, or reduce the in-quota quantity, of any TRQ provided for such goods under Ecuador’s WTO tariff schedule or any other trade agreement.

9. Ecuador shall administer all TRQs provided for in this Agreement as set out in Appendix 1 according to the following provisions:

(a) For the purposes of Appendix 1, “quota year 1” has the meaning assigned to “year one” in paragraph 6, and each subsequent quota year means each subsequent 12-month period beginning on January 1 of each subsequent calendar year;

(b) Ecuador shall allocate its TRQs each quota year to eligible applicants. In assessing eligibility, Ecuador shall not discriminate against applicants who have not previously imported the product subject to a TRQ;

(c) For the purposes of Appendix 1, the term “metric tons” shall be abbreviated as “MT”;

(d) Ecuador shall administer its TRQs on a first-come, first-served basis;

(e) Ecuador shall publish, on an official government website and at least 90 days prior to the beginning of the quota year, all information concerning its TRQ administration, including the size of quotas and eligibility requirements;

(f) Ecuador shall administer its TRQs in a manner that allows importers the opportunity to utilize allocated TRQ quantities fully; and

(g) Ecuador shall ensure that its procedures for administering its TRQs:

(i) are transparent;

(ii) are fair and equitable;

(iii) use clearly specified timeframes, administrative procedures, and

requirements;

(iv) are no more administratively burdensome than necessary;

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(v) are responsive to market conditions; and

(vi) are administered in a timely manner without undue delay.

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Appendix 1

Corn

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph

(c) shall be free of duty in any quota year specified herein, and shall not exceed the

quantity specified below for each such year:

Year Quantity

(MT)

1 25,000

Starting in quota year 1, the quantity shall remain at 25,000 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in

subparagraph (a) shall be subject to a rate of duty in accordance with staging

category Z in paragraph 4(o) of this Schedule.

(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador

tariff lines 1005.90.11, 1005.90.12, 1005.90.19, 1005.90.20, 1005.90.30,

1005.90.40, and 1005.90.90.

Sorghum

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph

(c) shall be free of duty in any quota year specified herein, and shall not exceed the

quantity specified below for each such year:

Year Quantity

(MT)

1 10,000

Starting in quota year 1, the quantity shall remain at 10,000 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with staging category Z in paragraph 4(o) of this Schedule.

(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador tariff line 1007.90.00.

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Ethanol

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph (c) shall be shall be free of duty in any quota year specified herein, and shall not exceed the quantity specified below for each such year:

Year	Quantity (MT)
1	1,000

Starting in quota year 1, the quantity shall remain at 1,000 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with staging category Z in paragraph 4(o) of this Schedule.

(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador tariff lines 2207.10.00 and 2207.20.00.

Poultry

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph (c) shall be shall be free of duty in any quota year specified herein, and shall not exceed the quantity specified below for each such year:

Year	Quantity (MT)
1	500

Starting in quota year 1, the quantity shall remain at 500 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with staging category Z in paragraph 4(o) of this Schedule.

(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador tariff lines 0207.11.00, 0207.13.00, 1602.31.10, 1602.31.90, 1602.32.10, 1602.32.90, 1602.39.10, and 1602.39.90.

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Pork

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph (c) shall be shall be free of duty in any quota year specified herein, and shall not exceed the quantity specified below for each such year:

Year Quantity

(MT)

1 100

Starting in quota year 1, the quantity shall remain at 100 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with staging category Z in paragraph 4(o) of this Schedule.

(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador tariff lines 0203.11.00, 0203.12.00, 1602.41.00, 1602.42.00, and 1602.49.00.

Dairy

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph (c) shall be shall be free of duty in any quota year specified herein, and shall not exceed the quantity specified below for each such year:

Year Quantity

(MT)

1 500

Starting in quota year 1, the quantity shall remain at 500 MT per year.

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with:

(i) staging category Z in paragraph 4(o) of this Schedule for tariff lines 0401.50.00, 0402.10.10, 0402.10.90, 0402.21.11, 0402.21.19, 0402.21.91, 0402.21.99, 0402.29.11, 0402.29.19, 0402.29.91, 0402.29.99, 0402.91.10, 0402.91.90, 0406.10.00, and 0406.40.00; and

(ii) staging category R25 in paragraph 4(l) for tariff line 1901.90.90.

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(c) Subparagraphs (a) and (b) reference the Customs Tariff of the Republic of Ecuador tariff lines 0401.50.00, 0402.10.10, 0402.10.90, 0402.21.11, 0402.21.19, 0402.21.91, 0402.21.99, 0402.29.11, 0402.29.19, 0402.29.91, 0402.29.99,

0402.91.10, 0402.91.90, 0406.10.00, 0406.40.00, and 1901.90.90.

Soybean Oil

1.

(a) The aggregate quantity of goods entered under tariff lines listed in subparagraph (c) shall be shall be free of duty in any quota year specified herein, and shall not exceed the quantity specified below for each such year:

Year	Quantity (MT)
1	2,000
2	2,000
3	2,000

(b) Goods entered in aggregate quantities in excess of the quantities set out in subparagraph (a) shall be subject to a rate of duty in accordance with:

(i) staging category A2 in paragraph 4(c) of this Schedule for tariff lines 1507.10.00 and 1507.90.10; and

(ii) staging category A3 in paragraph 4(d) of this Schedule for tariff line 1507.90.90.

(c) Beginning on January 1 of quota year 3, originating goods of the United States imported under tariff lines 1507.10.00 and 1507.90.10 shall be duty free and not count towards the quantities specified in subparagraph (a).

(d) Beginning on January 1 of quota year 4, the TRQ established under this paragraph shall be eliminated, and goods of the United States provided for in tariff line 1507.90.90 shall be duty free.

(c) Subparagraphs (a) and (b) reference Customs Tariff of the Republic of Ecuador tariff lines 1507.10.00, 1507.90.10, and 1507.90.90.

General Notes

1. The provisions of this Schedule are generally expressed in terms of the Harmonized Tariff Schedule of the United States (HTSUS), and the interpretation of the provisions of this Schedule, including the product coverage of subheadings of this Schedule, shall be governed by the General

Notes, Section Notes, and Chapter Notes of the HTSUS. To the extent that provisions of this Schedule are identical to the corresponding provisions of the HTSUS, the provisions of this Schedule shall have the same meaning as the corresponding provisions of the HTSUS.

2. The United States commits to provide preferential tariff treatment for originating goods of Ecuador in future tariff actions, except for actions under Title VII of the Tariff Act of 1930, section 232 of the Trade Expansion Act of 1962, and section 201 of the Trade Act of 1974, to the extent consistent with domestic law.

3. The United States commits to provide the most-favored-nation rate of duty in effect to originating goods of Ecuador set out in Schedule 2. For greater certainty, this paragraph shall be applied consistently with Title VII of the Tariff Act of 1930, section 232 of the Trade Expansion Act of 1962, and sections 201 and 301 of the Trade Act of 1974. This paragraph shall take effect on August 1, 2026, or the date of entry into force of this Agreement, whichever is later.

Annex II: Market Access List

Cheeses:

1. american;

2. asiago;

3. blue;

4. blue vein;

5. brie;

6. burrata;

7. camembert;

8. cheddar;

9. chevre;

10. colby;

11. cottage cheese;

12. coulommiers;

13. cream cheese;

14. danbo;

15. edam;

16. emmental;

17. feta;

18. fontina;

19. gorgonzola;

20. gouda;

21. grana;

22. gruyere;

23. havarti;

24. limburger;

25. mascarpone;

26. monterey/monterey jack;

27. mozzarella;

28. munster/muenster;

29. neufchatel;

30. parmesan;

31. pecorino;

32. pepper jack;

33. provolone;

34. ricotta;

35. romano;

36. saint-paulin;

37. samso;

38. swiss;

39. tilsiter; and

40. tomme.

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Meats:

1. black forest ham;

2. bologna/bologne;

3. bratwurst;

4. capicola/capocollo;

5. chorizo;

6. kielbasa;

7. mortadella;

8. pancetta;

9. prosciutto; and

10. salame/salami.

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Annex III: Specific Commitments

Section 1. Tariffs and Quotas

Article 1.1: Tariffs

Ecuador shall not apply any price band system to agricultural goods imported from the United States.

Article 1.2: Quotas

Ecuador shall improve the administration of its WTO tariff-rate quotas (TRQs) administered by the Ecuadorian Ministry of Agriculture and Livestock and Ministry of Trade, including by publishing clear public notices on an official government website 90 days in advance of opening the TRQ which give importers 60 days to apply for TRQ volumes each calendar year and providing clear descriptions of products covered by each TRQ.

Section 2. Non-Tariff Barriers and Related Matters

Industrial Goods

Article 2.1: Remanufactured Goods

Ecuador shall remove import restrictions and licensing requirements on U.S. remanufactured and refurbished goods through issuance of a decree that exempts imports of remanufactured and refurbished products from the United States from any restrictions or licenses.

Article 2.2: Medical Devices and Pharmaceuticals

1. Ecuador shall accept U.S. Food and Drug Administration (FDA)-approved or cleared marketing authorization as sufficient evidence to satisfy technical requirements for a medical device to obtain the Sanitary Registration, and shall not adopt or maintain any additional requirement in that regard for entry into Ecuador.

2. Ecuador shall accept Medical Device Single Audit Program (MDSAP) audit reports or certificates for medical device manufacturing facilities when available and shall not adopt additional conformity assessment requirements for any routine inspections (e.g., pre-market inspections or surveillance inspections).

3. Ecuador shall accept the U.S. FDA's electronic certificates to foreign government (eCFGs) for its approval requirements for medical devices, and shall not require hard copies, original copies, authenticated copies, wet signatures, or apostilles of the FDA certificates.

4. Ecuador shall accept the U.S. FDA's electronic certificates for pharmaceutical products (eCPPs) for its approval requirements for pharmaceuticals, and shall not require hard copies, original copies, authenticated copies, wet signatures, or apostilles of the FDA certificates.

5. Ecuador shall accept a prior marketing authorization that is issued by the U.S. FDA as sufficient evidence to satisfy technical requirements for a pharmaceutical product to obtain the Sanitary Registration.

6. Ecuador shall accept the results of a Good Manufacturing Practice surveillance inspection

conducted by the U.S. FDA of a manufacturing facility for pharmaceutical products without further need for an inspection or reinspection performed by Ecuador's relevant regulatory authorities when the following conditions apply:

(a) The manufacturing facility is within the territory of the United States; and

(b) The most recent U.S. FDA inspection report as provided by the facility is classified as no action indicated, demonstrating no objectionable conditions or practices.

Article 2.3: Motor Vehicles and Parts

1. Ecuador shall accept vehicles and vehicle parts that are accompanied by a manufacturer's declaration of compliance with Federal Motor Vehicle Safety Standards (FMVSS) and U.S. federal emissions standards, and that are sold in the United States, and shall not require U.S. vehicles and vehicle parts to undergo additional processes to demonstrate compliance with Ecuadorian technical regulations.

2. Ecuador shall address any other standards or requirements that discriminate against U.S. vehicles and vehicle parts.

Agriculture

Article 2.4: Affirmation of Rights and Obligations

Ecuador reaffirms its rights and obligations under the WTO Agreement on the Application of Sanitary and Phytosanitary Measures (SPS Agreement).

Article 2.5: Import Licensing for Agricultural Products

1. Ecuador shall ensure that its import licensing system for U.S. agricultural products is transparent and that import licenses are issued within 10 days of receipt of application and in a manner that does not discriminate against U.S. agricultural products.

2. Ecuador shall immediately submit to the WTO its responses to the annual questionnaire on import licensing procedures described in Article 7.3 of the WTO Agreement on Import Licensing Procedures, and ensure that it publishes the details regarding the administration of its import licensing procedures, as described in Article 4(a) of that Agreement, on an official government website.

3. Ecuador shall establish procedures to expedite approvals of future import licenses for U.S.-originating agricultural products.

4. If Ecuador denies an import license application, the applicant shall, on request, be given a written explanation for the denial within 30 days upon receipt of request.

5. Ecuador shall:

(a) ensure that import licenses for U.S.-originating agricultural products shall be valid for no less than 90 days immediately upon being issued, and can be renewed for

validity periods of at least 90 days;

(b) approve the validity of import licenses for U.S.-originating agricultural products for multiple shipments from the same applicant, as long as each shipment is accompanied by a corresponding sanitary or phytosanitary certificate if required for the consignment;

(c) establish an automatic renewal process for import licenses of U.S.-originating agricultural products and ensure renewals of such import licenses are issued within 5 days of the previous license expiration;

(d) establish a year-round open application period for receiving import applications for U.S. agricultural products;

(e) apply eligibility requirements for importation of U.S.-originating agricultural products in a neutral, equitable, fair, and non-discriminatory manner; and

(f) not require proof of domestic purchases in order to obtain an import license for the importation of U.S. goods.16

6. Ecuador shall not use lack of import history as the sole criterion for denial of import license applications.

7. Ecuador shall not require import licenses for goods in transit other than requirements necessary to identify the goods and ensure fulfilment of transit requirements.

16 Subparagraph (f) does not apply to out-of-quota imports of U.S. corn. For greater certainty, Ecuador shall not require proof of domestic purchases for in-quota imports of U.S. corn under the U.S.-specific TRQ in Schedule 1 Appendix 1.

Article 2.6: Recognition of the U.S. Food and Agricultural Control System and Acceptance of Certificates Issued by U.S. Regulatory Authorities

1. Ecuador shall recognize that the U.S. SPS measures and other measures for food and agricultural products, including technical regulations and standards, adopted or maintained by the U.S. government17 satisfy the requirements of Ecuador's measures applied to food and agricultural products imported into Ecuador.

2. Further to paragraph 1, Ecuador shall accept official U.S. government certification of compliance with U.S. requirements for imports of food and agricultural products into Ecuador. Ecuador shall continue to ensure that any changes made to any bilateral export certification documents or electronic data elements are made through a consultative process with the United States.

3. Ecuador shall limit attestations and information required in certificates required for imports of U.S. food and agricultural products to what is necessary to comply with applicable U.S.

requirements.

4. Ecuador affirms its commitments under Annex B of the SPS Agreement and Articles 2 and 5 of the WTO Agreement on Technical Barriers to Trade (TBT) to notify proposed measures to the WTO SPS or TBT Committees, as appropriate, and to take into account comments received from WTO Members before the measure is final.

Article 2.7: Facility Registration/Establishment Listing

Dairy Products

1. Ecuador shall:

(a) recognize the U.S. dairy safety system as providing at least the same level of protection as Ecuador's dairy safety system;

(b) allow imports of U.S. dairy products of bovine origins when accompanied by a U.S. Department of Agriculture (USDA) Agricultural Marketing Service (AMS) dairy sanitary certificate; and

(c) not adopt or maintain a facility registration requirement for imports of U.S. dairy products into Ecuador.

17 For greater certainty, these U.S. measures include: measures related to food safety; the regulatory oversight of processed food production; measures to protect U.S. agricultural production from the introduction of plant and animal pests and diseases; and regionalization protocols for animal disease and plant pest outbreaks.

Meat and Poultry (Including Offal), Meat and Poultry Products, Processed Meat and Poultry, Siluriformes, and Egg Products

2. Ecuador shall recognize USDA Food Safety and Inspection Service (FSIS) oversight of U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg product facilities, including cold storage warehouse facilities, for purposes of allowing imports of U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products.

3. Ecuador shall accept as the official list of eligible U.S. establishments producing meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products the FSIS Meat, Poultry and Egg Product Inspection (MPI) Directory, which lists all Federally inspected establishments producing meat, poultry, Siluriformes, and egg products regulated by FSIS.

4. Ecuador shall accept U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products inspected by FSIS and certified using an FSIS Export Certificate of Wholesomeness (FSIS 9060-5 series certificate) or accompanying electronic data elements, or any successor thereto.

5. Ecuador shall impose no additional product registration or facility registration

requirements on U.S. meat and poultry (including offal), meat and poultry products, processed

meat and poultry, Siluriformes, and egg products.

6. Ecuador shall eliminate the Export Verification program (USDA Quality Systems

Assessment Program) requirement for beef and beef products imports.

Article 2.8: Product Registration for U.S. Aquaculture Feed Products

1. If Ecuador maintains a product registration requirement, a clear, documented, risk-based

rationale for the product registration requirement shall exist and be made available to the United

States upon request.

2. Ecuador shall ensure that imported products are treated no less favorable than domestic

like products for purposes of any product registration requirement.

3. Ecuador shall publish on an official, public government website all relevant information

regarding its product registration requirements, including the process for product registration, any

criteria that a product must meet in order to be registered, and the standard processing period for

a new product registration.

4. Aiming to better meet Ecuador's aquaculture industry's ever-growing needs for

aquaculture feed products, Ecuador shall complete technical reviews of aquaculture feed product

registration applications within 45 working days from receipt of the application and issue a

decision on product registration applications within 20 working days following completion of the technical review or of any required audit, inspection, sampling, or testing.

Intellectual Property

Article 2.9: Geographical Indications

With respect to the protection or recognition of a geographical indication, including through to an international agreement, Ecuador shall:

(a) ensure transparent and fair procedures for examination, opposition, and cancellation, including with respect to a translation or transliteration;

(b) provide that the grounds for refusal, opposition, and cancellation include the likelihood of confusion with a prior trademark and whether the term is the term customary in common language as the common name for the relevant good in its territory;

(c) publicly identify which component or components it is protecting and which it is not protecting;

(d) not protect an individual component of a multi-component term that is protected or is recognized as a geographical indication if that individual component is the term customary in common language as the common name for the relevant good in its territory;

(e) determining whether a term is the term customary in common language, as the common name for the relevant good in its territory, have the authority to take into account how consumers understand the term in its territory and recognize that factors relevant to that consumer understanding may include:

(i) whether the term is used to refer to the type of good in question, as indicated by competent sources such as dictionaries, newspapers, and relevant websites;

(ii) how the good referenced by the term is marketed and used in trade in its territory;

(iii) whether the term is used in relevant international standards to refer to a type or class of good in its territory, such as pursuant to a standard promulgated by the Codex Alimentarius;

(iv) whether persons other than the person who claims rights in the term use the term as the name for the type of product in question;

(v) whether the good in question is imported into its territory, in significant quantities, from a place other than the territory identified in the application or petition, and whether those imported goods are named by the term; and

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(vi) whether the product associated with the term is manufactured or traded in significant quantities from a place other than the territory identified in the application or petition.

Article 2.10: International Agreements

1. Ecuador shall fully implement each of the following agreements:

(a) Berne Convention for the Protection of Literary and Artistic Works, done at Berne on September 9, 1886, as revised at Paris on July 24, 1971;

(b) Marrakesh Treaty

to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, done at Marrakesh on June 27, 2013;

(c) Paris Convention

for the Protection of Industrial Property, done at Paris on March 20, 1883, as revised at Stockholm on July 14, 1967;

(d) Patent Cooperation Treaty, done at Washington on June 19, 1970, as amended on September 28, 1979, and modified on February 3, 1984;

(e) World Intellectual Property Organization (WIPO) Copyright Treaty, done at Geneva on December 20, 1996; and

(f) WIPO Performances and Phonograms Treaty, done at Geneva on December 20, 1996.

2. Ecuador shall, within two years of the date of entry into force of this Agreement, ratify or accede to and fully implement each of the following agreements:

(a) Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, done at Madrid on June 27, 1989; and

(b) Singapore Treaty

on the Law of Trademarks, done at Singapore on March 27, 2006.

3. Ecuador shall, within four years of the date of entry into force of this Agreement, ratify or accede to and fully implement each of the following agreements:

(a) Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite, done at Brussels on May 21, 1974;

(b) Budapest Treaty

on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure, done at Budapest on April 28, 1977, as amended on September 26, 1980;

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(c) Geneva Act of the Hague Agreement

Concerning the International Registration of Industrial Designs, done at Geneva on July 2, 1999; and

(d) Patent Law Treaty,

done at Geneva on June 1, 2000.

4. Ecuador shall, within four years of the date of entry into force of this Agreement, submit to the National Assembly a request for accession to the International Convention for the Protection of New Varieties of Plants, done at Paris on December 2, 1961, as revised at Geneva on March 19, 1991, for consideration.

Article 2.11: Additional Intellectual Property Issues

1. Ecuador shall expeditiously take steps to fully resolve the following issues identified with respect to Ecuador in the most recent Special 301 Report, including by:

(a) setting up a coordination body for IP enforcement agencies;

(b) with respect to counterfeit trademark goods and pirated copyright goods, providing ex officio authority for border enforcement with respect to in-transit goods;

(c) providing deterrent-level sentences and penalties issued against defendants in criminal IP cases; and

(d) providing regulations to the Criminal Code for undercover agents to investigate digital actions online.

2. Ecuador shall, within four years of the date of entry into force of this Agreement, fully resolve the following issues identified with respect to Ecuador in the most recent Special 301 Report, including by:

(a) taking steps to clarify in Ecuador?s Ingenuity Code that limitations or exceptions to copyright and related rights are consistent with the three-step test18; and

(b) amending the Criminal Code to criminalize the unauthorized camcording.

Services

Article 2.12: Services Domestic Regulation

Ecuador shall take effective actions to implement the Joint Initiative on Services Domestic Regulation, including submitting its revised Specific Commitments for certification by the WTO.

18 For greater certainty, limitations or exceptions are consistent with the three-step test if they are confined to certain special cases which do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the right holder.

18 For greater certainty, limitations or exceptions are consistent with the three-step test if they are confined to certain special cases which do not conflict with a normal exploitation of the work and do not unreasonably prejudice the legitimate interests of the right holder. III-9

Article 2.13: Advertisements

Ecuador shall remove restrictions on foreign-produced advertisements.

Labor

Article 2.14: Labor Laws and Other Measures

To ensure Ecuador?s law and practice protect internationally recognized labor rights, Ecuador shall:

(a) reduce the minimum number of workers needed to form a union to a number that does not excessively hinder union formation;

(b) permit and protect the formation and registration of branch and sectoral-level trade unions, including primary-level unions composed of workers from different enterprises and independent contractors, and allow for such unions to bargain collectively at the sectoral level;

(c) streamline union registration requirements and register unions in a timely manner;

(d) remove the requirement of Ecuadorian nationality for enterprise committee officer eligibility;

(e) prohibit and provide sanctions for anti-union discrimination, including anti-union dismissals and blacklisting;

(f) issue laws and regulations regulating the use of non-standard contracts for core enterprise tasks by appropriately limiting the number of successive contracts and their cumulative duration; and

(g) ensure that its labor laws cover substantially all workers, regardless of their employment status and enterprise registration status, size, or sector.

Article 2.15: Enforcement of Labor Law

To facilitate the effective enforcement of its labor laws, Ecuador shall:

(a) ensure its labor inspectorate is sufficiently resourced, including with respect to funding, personnel, training, transportation, and equipment, including with respect to labor inspections of the fishing sector;

(b) effectively and expeditiously investigate and prosecute cases of anti-union violence or threats of violence against trade unionists;19

(c) effectively enforce protections against anti-union discrimination, such as ensuring compliance with court orders for reinstatement of unjustly fired workers; and

(d) develop and implement within one year of the date of entry into force of this Agreement an action plan to address child labor in the production of goods named or otherwise mentioned in the U.S. Department of Labor?s List of Goods Produced by Child Labor or Forced Labor.

Environment

Article 2.16: Environmental Law

1. Ecuador shall ensure that its environmental laws and policies provide for, and encourage, high levels of environmental protection.

2. Ecuador shall effectively enforce its environmental laws.

Article 2.17: Illegal Logging and Associated Trade

Ecuador shall take measures to combat, and cooperate with the United States to strengthen Ecuador?s capacity to prevent, trade in illegally harvested forest products, including by taking the following actions:

(a) fully implement existing laws and regulations for forest sector governance and strengthen institutions responsible for enforcing these laws, including by increasing the number of enforcement and prosecution personnel and building their capacity on matters related to natural resource law enforcement;

(b) establish or uphold an independent forestry oversight body to supervise timber concessions and permits. Such body shall, among other things, supervise and, as necessary, participate in physical inspections of harvest areas and produce a publicly available report detailing the results of the inspection;

(c) make approved forest management plans and other documents, such as forest operating plans, inspection and supervision reports, and sanctioning resolutions, publicly available;

19 Ecuador will initiate an inter-institutional coordination process to establish mechanisms for the investigation and prosecution of such cases.

(d) develop systems to reliably track specimens from harvest through transport, processing, and export;

(e) adopt and implement policies to monitor the most marketable and endangered tree species in the country, including by collecting information on them and building capacity for public officials on sample collection and data analysis;

(f) include trade in illegal timber as a crime under the Criminal Code, establish and impose substantial penalties for illegal logging designed to deter violations of relevant environmental laws, and publicize fines, law enforcement actions, lawsuits, and prosecutions;

(g) establish or maintain publicly accessible lists of timber entities that have been fined or embargoed for illegal operations;

(h) develop and implement an anti-corruption plan for officials charged with the administration and control of forest resources. Such a plan may include the development of guidelines for tax inspectors and public prosecutors to identify possible corruption in the forestry sector;

(i) strengthen intergovernmental institutions to support these commitments related to forest sector governance; and

(j) establish or strengthen participatory processes to take into account public views on matters related to implementation and enforcement of environmental laws regarding forest sector governance.

Article 2.18: A More Resource Efficient Economy

Ecuador shall take measures to promote a more resource efficient economy. Such measures may include: addressing trade barriers that inhibit a more resource efficient economy, provided that such measures do not undermine the environmentally sound management of natural resources, chemicals, and waste; encouraging innovation that promotes circularity, for example through improving resource efficiency in product design; and promoting trade facilitative approaches to enable reverse supply chains.

Article 2.19: Fisheries Subsidies

1. Ecuador shall fully implement the obligations of the WTO Agreement on Fisheries Subsidies (AFS), notwithstanding Article 12 of the AFS.

2. In addition, Ecuador shall ensure that any fisheries subsidies it may grant or maintain after entry into force of this Agreement do not contribute to overcapacity and overfishing, including through the use of robust fisheries management regimes and reform of such subsidies, while also contributing to the effective implementation and added value of the disciplines under any WTO agreement.

Article 2.20: Sustainable Fisheries Management and Illegal, Unreported, and Unregulated Fishing

1. Ecuador shall operate a sustainable fisheries management system that regulates marine wild capture fishing and promotes the long-term conservation of marine species including sharks, sea turtles, seabirds, and marine mammals.

2. Ecuador shall strengthen enforcement of fisheries related laws, regulations, and other measures to effectively combat illegal, unreported, and unregulated (IUU) fishing and deter trade in products from IUU fishing, including through:

(a) implementing port state measures, including through actions consistent with the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;

(b) adopting or strengthening measures to deter vessels flying its flag and its nationals from engaging in IUU fishing; and

(c) preventing the transshipment at sea of fish caught through IUU fishing or fish products derived from IUU fishing.

3. Ecuador will cooperate with the United States to improve Ecuador?s capacity

with regard to sustainable fisheries management and

combating

IUU fishing, as well as measures to address overfishing and overcapacity.

Article 2.21: Combating Illegal Wildlife Trade

Ecuador shall take measures to combat, and cooperate to prevent, the trade of wild fauna and flora that were taken or traded in violation of that country?s law or another applicable law, including through the following actions:

(a) take measures to enhance the effectiveness of inspections of shipments containing wild fauna and flora, including parts and products thereof, at ports of entry;

(b) take measures to combat the trade of wild fauna and flora transshipped through its territory that, based on credible evidence, were illegally taken or traded;

(c) treat intentional transnational trafficking of wild fauna and flora as a serious crime as defined in the United Nations Convention on Transnational Organized Crime; and

(d) take measures to increase prosecution of wildlife trafficking crimes, including by increasing the number of enforcement and prosecution personnel.

Article 2.22: Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES)

Ecuador shall strengthen implementation of CITES to ensure legal and sustainable trade of CITES-listed species, including through finalization of national legislation to implement CITES, and enhanced regulation of trade in specimens of species included in CITES Appendix II.

Article 2.23: Illegal Mining

1. Ecuador shall develop and implement a system to track precious metals from extraction through transport, processing, and export, including by requiring electronic tax receipts for the buying and selling of precious metals that include information such as the name and tax number of the seller, the corresponding extraction operation, and the authorization number of the mining license. This traceability process shall first apply with respect to copper and expand thereafter. Ecuador shall cooperate with the United States to improve Ecuador?s capacity and strengthen control and monitoring mechanisms.

2. Ecuador must strengthen the institutions responsible for enforcing laws and regulations related to mining activities. To this objective, Ecuador is committed to cooperating with the United States to improve Ecuador?s capacity to monitor production, transportation, and marketing in real time.

Customs & Trade Facilitation

Article 2.24: Pre-shipment Inspection

Ecuador shall eliminate Servicio de Acreditaci&#65533;n Ecuatoriano (SAE) Servicio Ecuatoriano de Normalizaci&#65533;n (INEN) pre-shipment inspection requirements on imports of goods of the United States.

Article 2.25: Electronic Documents and Systems

1. Ecuador shall not deny legal effect to a bill of lading issued by a private party to another private party for the carriage of goods solely on the basis that the bill of lading is in electronic format.

1. Ecuador shall not deny legal effect to a bill of lading issued by a private party to another private party for the carriage of goods solely on the basis that the bill of lading is in electronic format. III-14

2. Ecuador shall develop a contingency plan for circumstances when Ecuapass has technical issues and is not available online, and shall provide guidance to traders on how to implement the contingency plan.

Article 2.26: Express Shipments

1. In cases in which data on the weight of a package has already been provided for a package delivered by an express carrier that is also an Authorized Economic Operator (AEO), Ecuador shall not re-weigh the package.

2. Ecuador shall allow express carriers to enroll in its Authorized Economic Operators (AEO) program and operate as an AEO within three months of the date of signature of this Agreement.

3. Ecuador shall not require express shipment packages from the United States to be individually labeled with the Master Airway Bill of the shipment.

4. Ecuador shall implement periodic payment for express shipments.

Article 2.27: Electronic Certification Data for Certain Products

The Parties shall establish and maintain a system that receives system-to-system electronic certification (eCert) data from the other party for exports of meat, poultry, Siluriformes, and egg products.

Section 3. Digital Trade and Technology

Article 3.1: Data Transfers

1. Ecuador shall provide certainty regarding the ability to move personal data outside of its territory to the United States and shall endeavor to recognize the United States as a country or jurisdiction that provides adequate data protection under its legal framework by December 31, 2026.

2. Ecuador shall endeavor to recognize international certifications, such as the Global Cross Border Privacy Rules (CBPR) System and Global Privacy Recognition for Processors (PRP) System, as valid mechanisms under Ecuador?s legal framework for transferring personal data across borders, while protecting personal information and reducing compliance costs.

Section 4. Economic and National Security

Article 4.1: Government Procurement

1. Ecuador shall amend Article 50 of the Regulation for the Procurement of Goods for National Defense to recognize export licenses as equivalent to Article 50 requirements for technology transfer, allowing U.S. companies to bid on Ministry of Defense procurement opportunities.

2. Ecuador commits to issue open public tenders for energy projects, including the Sacha oil concession, future power generation, critical mineral extraction and processing.

Article 4.2: Antidumping and Countervailing Duty Cooperation

Ecuador agrees to expand cooperation and exchange information, as appropriate, related to the Parties? respective antidumping and countervailing duty proceedings (to include circumvention inquiries).

Article 4.3: Other Commitments

1. Ecuador shall require transit visas for Haitians, Cubans, and other nationalities at high risk of onward illegal immigration to the United States.

2. Ecuador shall transfer authority for its space agency from military to civilian control to enable greater U.S. engagement.

Section 5. Commercial Considerations and Opportunities

Article 5.1: Investment in Critical Minerals

Ecuador shall work with the United States to facilitate investment in critical mineral projects.