PROTOCOL TO UPGRADE THE FREE TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Government of the People's Republic of China and the Government of the Republic of Singapore (the "Parties"),

REAFFIRMING the Joint Statement between the People's Republic of China and the Republic of Singapore on the Establishment of an "All-Round Cooperative Partnership Progressing with the Times";

RECALLING the Free Trade Agreement between the Government of the People's Republic of China and the Government of the Republic of Singapore (hereinafter referred to as the "China-Singapore FTA" or the "Agreement"), done at Beijing on 23 October 2008;

RECALLING the Protocol to Amend the Free Trade Agreement between the Government of the People's Republic of China and the Government of the Republic of Singapore ("2011 Protocol") done at Singapore on 27 July 2011;

RECALLING that Article 111 of the Agreement provides for the FTA Joint Committee established by the Parties to, inter alia, review the Agreement, consider further concessions, and consider any amendments to the Agreement and its modifications;

NOTING that Article 114 of the Agreement provides that the Agreement may be amended by agreement in writing by the Parties;

REAFFIRMING their commitment to a rules-based, transparent, nondiscriminatory, open and inclusive multilateral trading system, and recognising the positive role that bilateral and regional trade agreements can play in supporting the multilateral system;

DESIRING to further economic integration and trade liberalisation between the Parties; and

SEEKING to incorporate into the China-Singapore FTA, through this instrument, the agreements reached between the Parties relating to the expansion or amendment of the Agreement,

HAVE AGREED AS FOLLOWS:

Article 1. Amendment of Chapter 4 (Rules of Origin) of the Agreement

Chapter 4 (Rules of Origin) of the Agreement shall be replaced by new Chapter 4 (Rules of Origin), as set out in Appendix 1 to this Protocol.

Article 2. Amendment of Chapter 5 (Customs Procedures) of the Agreement

Chapter 5 (Customs Procedures) of the Agreement shall be replaced by new Chapter 5 (Customs Procedures and Trade Facilitation), as set out in Appendix 2 to this Protocol.

Article 3. Amendment of Chapter 6 (Trade Remedies) of the Agreement

Chapter 6 (Trade Remedies) of the Agreement shall be replaced by new Chapter 6 (Trade Remedies), as set out in Appendix 3 to this Protocol.

Article 4. Amendment of Chapter 10 (Investment) of the Agreement

Chapter 10 (Investment) of the Agreement shall be replaced by new Chapter 10 (Investment), as set out in Appendix 4 to this Protocol.

Article 5. Amendment of Chapter 11 (Economic Co-operation) of the Agreement

Chapter 11 (Economic Co-operation) of the Agreement shall be replaced by new Chapter 11 (Economic Cooperation), as set out in Appendix 5 to this Protocol.

Article 6. Additional Chapter 15 (Electronic Commerce)

The Agreement shall be amended by inserting new Chapter 15 (Electronic Commerce), as set out in Appendix 6 to this Protocol, after Chapter 14 (General and Final Provisions) of the Agreement.

Article 7. Additional Chapter 16 (Competition)

The Agreement shall be amended by inserting new Chapter 16 (Competition), as set out in Appendix 7 to this Protocol, after Chapter 15 (Electronic Commerce) of the Agreement.

Article 8. Additional Chapter 17 (Environment and Trade)

The Agreement shall be amended by inserting new Chapter 17 (Environment and Trade), as set out in Appendix 8 to this Protocol, after Chapter 16 (Competition) of the Agreement.

Article 9. Amendment of Annex 2 (Product Specific Rules) to the Agreement

Annex 2 (Product Specific Rules) to the Agreement shall be replaced by new Annex 2 (Product Specific Rules), as set out in Appendix 9 to this Protocol.

Article 10. Amendment of Annex 5 (Schedules of Specific Commitments on Services) to the Agreement

Annex 5 (Schedules of Specific Commitments on Services) to the Agreement, as amended by the 2011 Protocol, shall be amended in the manner set out in Appendix 10 to this Protocol.

Article 11. General Provisions

1. This Protocol shall enter into force on the first day of the month following the date on which the Parties have exchanged written notifications confirming the completion of their respective domestic procedures for the entry into force of this Protocol, or on such other date as the Parties may agree in writing.

2. This Protocol and its Appendices shall form an integral part of the China-Singapore FTA.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Protocol.

Done at Singapore, this 12th day of November 2018, in duplicate in both the English and Chinese languages, all texts being equally authentic.

FOR THE GOVERNMENT OF THE PEOPLE’S REPUBLIC OF CHINA

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE

The Government of the People's Republic of China and the Government of the Republic of Singapore ("the Parties"),

RECOGNISING their long-standing friendship, strong economic ties and close cultural links as well as the special relationship shared by both countries;

RECALLING the 1st Joint Council for Bilateral Cooperation (the "JCBC") meeting in May 2004 between the then Chinese Vice Premier, Mdm Wu Yi and the then Singapore Deputy Prime Minister, Mr Lee Hsien Loong where both leaders agreed on the

desirability of concluding a bilateral free trade agreement (the "CSFTA");

RECALLING the 2nd JCBC meeting in September 2005 where both Parties agreed to look into China's suggestion to form an expert study group to evaluate how a bilateral free trade agreement could result in a "win-win" outcome and reciprocal benefits for both countries;

RECALLING the meeting held in October 2005 between Chinese Premier, Mr Wen Jiabao and Singapore Prime Minister, Mr Lee Hsien Loong where both leaders agreed that the CSFTA in the long run would be beneficial not just for their respective countries, but the region as well, and agreed to establish a Joint Expert Group (the "JEG") to undertake a comprehensive study which was jointly launched by both countries in April 2006 with the aim of promoting the early commencement of the CSFTA negotiations at a mature time;

RECALLING the 3rd JCBC meeting held in August 2006 between the then Chinese Vice Premier, Mdm Wu Yi and Singapore Deputy Prime Minister, Mr Wong Kan Seng where both Parties agreed to launch negotiations for the CSFTA following the successful completion of a study by the JEG which showed long-term economic benefits to both sides, and which decision was reaffirmed by both Chinese Premier, Mr Wen Jiabao and Singapore Deputy Prime Minister, Mr Wong Kan Seng later on the same day;

RECALLING the recommendations in the JEG Report that the CSFTA is also expected to enhance the strong bilateral economic and political linkages between the two countries, and will contribute to regional economic integration by injecting additional momentum into the establishment of the China-ASEAN Free Trade Area;

DESIRING to strengthen and enhance the economic, trade and investment cooperation between the Parties through deepening economic integration for acceleration of economic development and cooperation for the benefit of both domestic consumers and producers of both Parties;

EMPHASISING the need to enhance economic and social benefits and improve living standards in their respective territories through the expansion of trade and investment flows;

SEEKING to facilitate and enhance regional economic cooperation and integration;

REAFFIRMING their desire to build upon their commitments at the World Trade Organization and under the Framework Agreement on Comprehensive Economic Co-operation between the People's Republic of China and the Association of Southeast Asian Nations; and

SEEKING to promote and catalyse the process of establishing the China-ASEAN Free Trade Area,

Have agreed as follows:

Chapter 1. Initial Provisions

Article 1. Establishment of a Free Trade Area

The Parties to this Agreement, consistent with Article XXIV of the GATT 1994 and Article V of the GATS, hereby establish a free trade area.

Article 2. Objectives

The objectives of this Agreement are:

(a) to liberalise and promote trade in goods in accordance with Article XXIV of the GATT 1994;

(b) to liberalise and promote trade in services in accordance with Article V of the GATS, including promotion of mutual recognition of professions;

(c) to establish a transparent, predictable and facilitative investment regime and provide a more stable policy framework for investors;

(d) to promote economic cooperation, explore new areas of collaboration, and further strengthen bilateral cooperation in view of recent regional and international strategic developments;

(e) to promote mutually beneficial economic relations as well as to encourage greater collaboration among their respective

professional bodies and academic institutions;

(f) to enhance bilateral linkages through other sector-specific collaborations, including sanitary and phytosanitary measures, technical barriers to trade, and customs co-operation; and

(g) to improve the efficiency and competitiveness of their manufacturing and services sectors and to expand trade and investment between the Parties, including joint exploitation of commercial and economic opportunities in non-Parties.

Chapter 2. General Definitions

Article 3. General Definitions

1. Unless otherwise provided, for the purposes of this Agreement:

(a) ASEAN means the Association of Southeast Asian Nations;

(b) customs duty refers to any duty or charge of any kind imposed in connection with the importation of a good but does not include:

(i) charges equivalent to an internal tax including excise duties and a goods and services tax imposed consistently with a Party's WTO obligations;

(ii) fees or other charges that:

(A) are limited in amount to the approximate cost of services rendered; and

(B) do not represent direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes; and

(iii) other duties and charges pursuant to Article III:2 of the GATT 1994, levied at the time of importation imposed consistently with Article 5 (National Treatment on Internal Taxation and Regulation);

(c) days means calendar days, including weekends and holidays;

(d) GATS means the General Agreement on Trade in Services, which is part of the WTO Agreement;

(e) GATT 1994 means the General Agreement on Tariffs and Trade 1994, which is part of the WTO Agreement;

(f) goods and products shall be understood to have the same meaning unless the context otherwise requires;

(g) originating goods of the other Party refers to goods of the other Party that are treated as originating goods in accordance with Chapter 4 (Rules of Origin);

(h) other duties and charges refers to those provided for in subparagraph (b) of paragraph 1 of Article II of the GATT 1994;

(i) WTO means the World Trade Organization; and

(j) WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done on 15 April 1994.

2. In this Agreement, all words in the singular shall include the plural and all words in the plural shall include the singular, unless otherwise indicated in the context.

Chapter 3. Trade In Goods

Article 4. Scope and Coverage

This Chapter applies to trade in goods between the Parties, unless otherwise provided.

Article 5. National Treatment on Internal Taxation and Regulation

Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994. To this end, the provisions of Article III of the GATT 1994 shall, mutatis mutandis, be incorporated into and form an integral part of this Agreement.

Article 6. Customs Duties

1. The tariff lines that are subject to the tariff reduction or elimination programme under this Agreement are all the tariff lines covered under the Normal Track, as specified in Article 3(2)(a) of the Agreement on Trade in Goods of the Framework Agreement on Comprehensive Economic Cooperation between the Association of Southeast Asian Nations and the People's Republic of China done on 29 November 2004 (the "ASEAN-China Trade in Goods Agreement"), read with Annex 1 thereof. In the case of Singapore, this Agreement shall also include all tariff lines covered under the Sensitive Track, as specified in Article 3(2)(b) of the ASEAN-China Trade in Good Agreement, read with Annex 2 thereof (1).

2. Except as otherwise provided in this Agreement, and subject to paragraph 1 as well as a Party's Tariff Elimination Schedule as set out in Annex 1 (Tariff Elimination Schedules), on the date of entry into force of this Agreement, each Party shall eliminate its customs duties on originating goods of the other Party.

3. Except as otherwise provided in this Agreement, either Party shall not increase any existing duty or introduce a new customs duty on an originating good of the other Party.

(1) For greater certainty, in the case of China, tariff lines covered under the Sensitive Track, as specified in Article 3(2)(b) of the ASEAN-China Trade in Goods Agreement, read with Annex 2 thereof, shall continue to be governed by that Agreement.

Article 7. Accelerated Tariff Elimination

1. At the request of either Party, the Parties shall consult to consider accelerating the elimination of customs duties on originating goods as set out in their Tariff Elimination Schedules in Annex 1 (Tariff Elimination Schedules).

2. An agreement by the Parties to accelerate the elimination of customs duties on originating goods shall supersede any duty rate determined pursuant to their Schedules for such goods, and shall enter into force following approval by each Party in accordance with their applicable legal procedures.

3. A Party may at any time accelerate unilaterally the elimination of customs duties on originating goods of the other Party set out in its Tariff Elimination Schedule. A Party considering doing so shall inform the other Party as early as practicable before the new rate of customs duty takes effect.

Article 8. Quantitative Restrictions and Non-tariff Measures

1. Each Party undertakes not to maintain any quantitative restrictions at any time unless otherwise permitted under the WTO disciplines.

2. 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 in accordance with other provisions of this Agreement.

3. Each Party shall ensure the transparency of its non-tariff measures permitted under paragraph 1 above and that they are not prepared, adopted or applied with a view to or with the effect of creating unnecessary obstacles to trade between the Parties.

Article 9. State Trading Enterprises

Nothing in this Agreement shall be construed to prevent a Party from maintaining or establishing a state trading enterprise in accordance with Article XVII of the GATT 1994.

Chapter 4. Rules of Origin

Article 1. Definitions

For the purposes of this Chapter:

(a) 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 regular stocking, feeding, protection from predators, etc;

(b) fungible products and materials refers to goods or materials which are interchangeable for commercial purposes, whose properties are essentially identical, and between which it is impractical to differentiate by a mere visual examination;

(c) generally accepted accounting principles refers to the recognised accounting standards 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. Those standards may encompass broad guidelines of general application as well as detailed standards, practices and procedures;

(d) material refers to ingredients, parts, components, subassembly and/or goods that were physically incorporated into another good or were subject to a process in the production of another good;

(e) non-originating material refers to a material that has not satisfied the requirements of this Chapter;

(f) originating materials or originating goods refers to materials or goods which qualify as originating in accordance with this Chapter;

(g) producer refers to a person who engages in the production of a good;

(h) Product Specific Rules are rules that specify that the materials have undergone a change in tariff classification, or undergone a specific manufacturing or processing operation, or satisfy an ad valorem criterion, or a combination of any of these criteria;

(i) production refers to methods of obtaining goods including growing, mining, harvesting, raising, breeding, extracting, gathering, collecting, capturing, fishing, trapping, hunting, manufacturing, producing, processing or assembling a good; and

(j) used means spent or consumed in the production of products.

Article 2. Origin Criteria

For the purposes of this Agreement, products imported by a Party shall be deemed to be originating and eligible for preferential concessions if they conform to the origin requirements under any one of the following:

(a) products which are wholly obtained or produced as set out and defined in Article 3 (Wholly Obtained Products);

(b) products which are produced entirely in one or both Parties, exclusively from originating materials; or

(c) products which are produced from non-originating materials, provided that said products are eligible under Article 4 (Regional Value Content), or Article 6 (Product Specific Rules); and satisfy all other applicable requirements of this Chapter.

Article 3. Wholly Obtained Products

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

(a) plant (1) and plant products harvested, picked or gathered there;

(b) live animals (2) born and raised there;

(c) products (3) obtained from live animals referred to in sub-paragraph (b) above;

(d) products obtained from hunting, trapping, fishing, aquaculture, gathering or capturing conducted there;

e) minerals and other naturally occurring substances, not included in subparagraphs (a) to (d), extracted or taken from its soil, waters, seabed or beneath their seabed;

(f) products taken from the waters, seabed or beneath the seabed outside the territorial waters of that Party, provided that that Party has the rights to exploit such waters, seabed and beneath the seabed in accordance with international law;

(g) products of sea fishing and other marine products taken from the high seas by vessels registered with a Party or entitled to fly the flag of that Party;

(h) products processed and/or made on board factory ships registered with a Party or entitled to fly the flag of that Party, exclusively from products referred to in sub-paragraph (g) above;

(i) articles collected in the territory of that Party that can no longer perform their original purpose nor are capable of being restored or repaired and are fit only for disposal or recovery of raw materials, or for recycling purposes (4);

(j) goods obtained or produced in a Party solely from products referred to in sub-paragraphs (a) to (i) above.

(1) Plant referred to in paragraph (a) covers all plant life, including fruit, flowers, vegetables, trees, seaweed, fungi and live plants.

(2) Animals referred to in paragraphs (b) and (c) covers all animal life, including mammals, birds, fish, crustaceans, molluscs, reptiles, bacteria and viruses.

(3) Products referred to in paragraph (c) covers those obtained from live animals without further processing, including milk, eggs, natural honey, hair, wool, semen and dung.

(4) This would cover all scrap and waste including scrap and waste resulting from manufacturing or processing operations or consumption in the same country, scrap machinery, discarded packaging and all products that can no longer perform the purpose for which they were produced and are fit only for discarding or for the recovery of raw materials. Such manufacturing or processing operations shall include all types of processing, not only industrial or chemical but also mining, agriculture, construction, refining, incineration and sewage treatment operations.

Article 4. Regional Value Content

1. The regional value content of a good shall be calculated on the basis of the following method:

RVC = V - VNM / V x 100

where:

RVC means the regional value content expressed as a percentage;

V means the value of the good, as defined in the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994, adjusted on an FOB basis; and

VNM shall be:

(i) the Cost, Insurance and Freight (CIF) value at the time of importation of the materials; or

(ii) the earliest ascertained price paid for the materials of undetermined origin in the territory of the Party where the working or processing takes place.

2. The percentage of regional value content shall not be less than 40%, except for the goods listed in Annex 2 (Product Specific Rules), which shall comply with the Product Specific Rules as provided under Article 6 (Product Specific Rules).

3. The value of the non-originating materials used by the producer in the production of a good shall not include, for purposes of calculating the regional value content of the good, pursuant to paragraph 1, the value of non-originating materials used to produce originating materials that are subsequently used in the production of the good.

4. When the producer of the good acquires a non-originating material within the Party’s territory where it is located, the value of such material 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 5. Cumulative Rule of Origin

Where originating goods or originating materials of a Party are incorporated into a good in the other Party's territory, the goods or materials so incorporated shall be regarded to be originating in the latter's territory.

Article 6. Product Specific Rules

Products which have undergone sufficient transformation in a Party shall be treated as originating goods of that Party. Products which satisfy the Product Specific Rules provided for in Annex 2 (Product Specific Rules) shall be considered as goods to which sufficient transformation has been carried out in a Party.

Article 7. De Minimis

A good that does not meet tariff classification change requirements, pursuant to the provisions of Annex 2 (Product Specific Rules), shall nonetheless be considered to be an originating good if:

(a) the value of all non-originating materials used in the production of the product, which do not undergo the applicable change in tariff classification or fulfil any other condition set out in Annex 2 (Product Specific Rules), does not exceed 10% of the FOB value of the product; and

(b) the product meets all other applicable requirements provided in this Chapter for qualifying as an originating product.

The value of such non-originating materials shall, however, be included in calculating the value of the non-originating materials for any applicable qualifying value content requirement for the product.

Article 8. Minimal Operations and Processes

1. The following operations undertaken by themselves shall be considered as insufficient working or processing to confer the status of originating products:

(a) preserving operations to ensure that the products remain in good condition during transport and storage;

(b) breaking-up and assembly of packages;

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

(d) ironing or pressing of textiles;

(e) simple painting and polishing operations;

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

(g) operations to color sugar or form sugar lumps;

(h) peeling, stoning and shelling, of fruits, nuts and vegetables;

(i) sharpening, simple grinding or simple cutting;

(j) sifting, screening, sorting, classifying, grading or matching (including the making-up of sets of articles);

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

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

(m) simple mixing of products, whether or not of different kinds;

(n) simple assembly of parts of articles to constitute a complete article, or disassembly of products into parts;

(o) operations whose sole purpose is to ease port handling;

(p) a combination of two or more operations specified in sub-paragraphs (a) to (o); and

(q) slaughter of animals.

2. For the purposes of this Article:

(a) simple generally describes activities which need neither special skills nor special machines, apparatus or equipment specially produced or installed for carrying out the activity; and

(b) simple mixing generally describes activities which need neither special skills nor machines, apparatus or equipment especially produced or installed for carrying out the activity. However, simple mixing does not include chemical reaction.

Article 9. Direct Consignment

1. Preferential tariff treatment provided for in this Agreement shall be applied to goods which satisfy the requirements of this Chapter and are directly consigned between the Parties.

2. For the purposes of paragraph 1, the following shall be considered as consigned directly from the exporting Party to the importing Party:

(a) goods that are transported without passing through the territory of a nonParty;

(b) goods whose transport involves transit through one or more non-Parties with or without trans-shipment or temporary storage of up to three (3) months in such non-Parties provided that:

(i) the goods do not enter into trade or commerce there;

(ii) the goods do not undergo any operation there other than unloading and reloading, or any operation required to keep them in good condition; and

(iii) the transit entry is justified for geographical reasons or by considerations related exclusively to transport requirements.

3. Compliance with the provisions set out in paragraph 2(b) shall be authenticated by the importer presenting to the customs administration of the importing Party either with customs documents of the non-Parties or with any other documents provided to the customs administration of the importing Party.

Article 10. Treatment of Packing

1. Where, for the purposes of assessing customs duties, a Party treats products separately from their packing, it may also, in respect of its imports consigned from the other Party, determine separately the origin of such packing.

2. Where paragraph 1 is not applied, packing shall be considered as forming a whole with the products and no part of any packing required for their transport or storage shall be considered as having been imported from a non-Party when determining the origin of the products as a whole.

Article 11. Accessories, Spare Parts and Tools

The origin of accessories, spare parts, tools and instructional or other information materials presented with the goods therewith shall be neglected in determining the origin of the goods, provided that such accessories, spare parts, tools and information materials are classified and collected customs duties with the goods by the importing Party.

Article 12. Fungible Products and Materials

In determining whether a good is an originating good, any interchangeable goods or materials shall be distinguished by:

(a) physical separation of the goods or materials; or

(b) an inventory management method recognised in the generally accepted accounting principles of the exporting Party.

Article 13. Neutral Elements

Unless otherwise provided, for the purpose of determining the origin of goods, the origin of the power and fuel, plant and equipment, or machines and tools used to obtain the goods, or the materials used in its manufacture which do not remain in the goods or form part of the goods, shall not be taken into account.

Article 14. Electronic Origin Data Exchange System

The Parties will develop an Electronic Origin Data Exchange System to ensure the effective and efficient implementation of this Chapter in a manner jointly determined by the Parties.

Article 15. Certificate of Origin

1. For the purpose of obtaining preferential tariff treatment in the other Party, a Certificate of Origin shall be issued by the authorised body of the exporting Party.

2. Each Party shall inform the customs administration of the other Party of the names and addresses of the authorised bodies issuing the Certificate of Origin and shall provide specimen impressions of official seals used by such authorised bodies. Any change in names, addresses or official seals shall be promptly notified to the other Party.

3. The Certificate of Origin shall be issued before or at the time of exportation whenever the goods to be exported can be considered originating in that Party subject to this Chapter. The exporter or producer shall submit a written application for

the Certificate of Origin together with appropriate supporting documents proving that the products to be exported qualify for the issuance of a Certificate of Origin.

4. The Certificate of Origin, based on the formats as set out in Annex 3 (Formats of Certificates of Origin), shall be completed in the English language and duly signed and stamped, covering one or more goods under one consignment. A Certificate of Origin is applicable to a single importation of a good into the Party's territory and shall remain valid for twelve (12) months from the date of issue.

5. In cases where a Certificate of Origin has not been issued before or at the time of exportation due to involuntary errors or omissions or other valid causes, or no later than three (3) days after the date of shipment, the Certificate of Origin may be issued retrospectively but not later than one (1) year from the date of shipment, bearing the words "ISSUED RETROSPECTIVELY".

6. In cases of theft, loss or accidental destruction of a Certificate of Origin, the exporter or producer may, within validity of the original Certificate of Origin, make a written request to the authorised bodies of the exporting Party to issue a certified copy, provided that the exporter or producer makes sure that the original copy previously issued has not been used. The certified copy shall bear the words "CERTIFIED TRUE COPY of the original Certificate of Origin number ___ dated ___".

Article 16. Claims for Preferential Treatment

1. Except as otherwise provided in this Chapter, each Party's customs administration shall require an importer claiming preferential tariff treatment for a good to:

(a) make a written declaration before or at the time of importation, in accordance with its laws and regulations, that the good qualifies as an originating good;

(b) have a Certificate of Origin in his possession;

(c) submit, if required by the importing customs administration, the original Certificate of Origin (5) and such other documentation relating to the importation of the good; and

(5) If all the information pertaining to a Certificate of Origin is exchanged between the customs administrations of both Parties through the Electronic Origin Data Exchange System as set out in Article 14 (Electronic Origin Data Exchange System), the customs administration of each Party may not require the importer to submit the original Certificate of Origin on importation.

(d) promptly make a corrected declaration and pay any duties owed, where the importer has reason to believe that a Certificate of Origin, on which a declaration was based, contains information that is not correct.

2. A Party may deny preferential tariff treatment under this Agreement to an imported good if the importer fails to comply with any requirement of this Chapter.

3. Each Party shall provide that:

(a) where the origin of the product is not in doubt, the discovery of minor discrepancies between the statements made in the Certificate of Origin and those made in the documents submitted to the customs administration of the importing Party for the purpose of carrying out the formalities for importing the products, shall not ipso facto invalidate the Certificate of Origin, if it does in fact correspond to the same products presented; and

(b) for multiple items declared under the same Certificate of Origin, a problem encountered with one of the items listed shall not affect or delay the granting of preferential tariff treatment and customs clearance of the remaining items listed in the Certificate of Origin.

4. Where a Certificate of Origin is not provided at the time of importation of a good, the importing Party, upon the request of the importer, may impose the applied nonpreferential import customs duty or payment of a deposit equivalent to the full duties on that good as requested. In such a case, the importer will be entitled to a refund of any excess import customs duty or deposit paid if the payment refund claim is made within one (1) year from the date the good was imported, provided that the requirements in paragraph 1 are fulfilled.

Article 17. Verification of Origin

1. A Certificate of Origin is the basis for eligibility of preferential tariff treatment for goods imported from the exporting Party. In cases where verification is required, the customs administration of the importing Party may conduct verification by

means of:

(a) written requests for additional information from the importer;

(b) written requests for additional information from the exporter or producer in the territory of the exporting Party;

(c) requests that the customs administration of the exporting Party verify the origin of a good; or

(d) such other procedures as the customs administrations of the Parties may jointly decide.

2. A verification process under paragraph 1 shall only be initiated when there are reasonable grounds to doubt the accuracy or authenticity of the origin of the goods concerned, and when the customs duty is sufficiently material to warrant the request.

3. A verification request to the customs administration of the exporting Party shall specify the reasons, and any documents and information obtained justifying the verification activities shall be forwarded to the customs administration of the requested Party.

4. To the extent allowed by its domestic laws and practices, the customs administration of the exporting Party shall fully cooperate in any action to verify eligibility.

5. The customs administration of the Party conducting the verification shall promptly inform the customs administration of the other Party of the outcome of the verification conducted.

Article 18. Waiver of Certificate of Origin

Each Party shall provide that a Certificate of Origin shall not be required for:

(a) a commercial importation of a good whose value does not exceed US$600 or its equivalent amount in the Party's currency, or such higher amount as it may establish, except that it may require that the invoice accompanying the importation include a statement certifying that the good qualifies as an originating good; or

(b) a non-commercial importation of a good whose value does not exceed US$600 or its equivalent amount in the Party's currency, or such higher amount as it may establish, provided that the importation does not form part of a series of importations that may reasonably be considered to have been undertaken or arranged for the purpose of avoiding the certification requirements.

Article 19. Record Keeping Requirement

1. Each Party shall require its producers, exporters and importers to retain origin documents for three (3) years.

2. Each Party shall ensure that its authorised bodies retain copies of Certificates of Origin and other documentary evidence of origin for three (3) years.

3. The records to be maintained may include electronic records and shall be maintained in accordance with the domestic laws and practices of each Party.

Article 20. 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.

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

3. Pursuant to Article 19 (Record Keeping Requirement), any information communicated between the Parties shall be treated as confidential and used for the validation of Certificates of Origin only.

Article 21. Third Party Invoicing

The importing Party shall accept Certificates of Origin in cases where the sales invoice is issued either by a company located

in a non-Party or by an exporter in the exporting Party for the account of the said company, provided that the product meets the requirements of this Chapter.

Article 22. Committee on Rules of Origin

1. The Parties hereby establish a Committee on Rules of Origin under the FTA Joint Committee, composed of government representatives of each Party.

2. Unless the Parties otherwise agree, the Committee on Rules of Origin shall meet in regular session at least once a year, preferably together with the FTA Joint Committee meetings set out in paragraph 4 of Article 111 (Implementation and Review), to consider any matter arising under this Chapter to ensure that this Chapter is administered effectively, uniformly and consistently with the spirit and objectives of this Agreement, and shall cooperate in the administration of this Chapter, including but not limited to the following:

(a) keeping the Annexes of this Chapter updated on the basis of the transposition of the nomenclature established under the Harmonized Commodity Description and Coding System developed by the World Customs Organization;

(b) consulting to discuss possible amendments or modifications to this Chapter, taking into account developments in technology, production processes or other related matters, to be submitted to the FTA Joint Committee for approval;

(c) addressing technical issues related to the implementation of this Chapter and its Annexes, such as change in tariff classification, regional value content calculation, etc.; and

(d) addressing technical or implementation aspects of the Electronic Origin Data Exchange System.

Chapter 5. Customs Procedures and Trade Facilitation

Article 1. Definitions

For the purposes of this Chapter:

(a) customs administration means:

(i) in relation to the People's Republic of China, the General Administration of Customs of the People's Republic of China; and

(ii) in relation to the Republic of Singapore, the Singapore Customs;

(b) customs law means the statutory and regulatory provisions relating to the importation, exportation, movement or storage of goods, the administration and enforcement of which are specifically charged to the customs administration of a Party, and any regulations made by the customs administration under its statutory powers;

(c) customs procedures means the treatment applied by the customs administration of each Party to goods and the means of transport, which are subject to that Party's customs law;

(d) Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994, which is part of the WTO Agreement. and;

(e) means of transport means various types of vessels, vehicles and aircrafts which enter or leave the territory carrying persons and/or goods.

Article 2. Objectives

The objectives of this Chapter are to:

(a) ensure predictability, consistency and transparency in the application of the customs laws of the Parties;

(b) promote efficient, economical administration of customs procedures, and the expeditious clearance of goods;

(c) simplify and promote harmonisation of customs procedures of the Parties; and

(d) promote cooperation between the customs administrations of the Parties.

Article 3. Scope

1. This Chapter shall apply to customs procedures applied to goods traded between the Parties and to the movement of means of transport between the Parties.

2. This Chapter shall apply in accordance with the Parties' respective international obligations and domestic laws and regulations, and within the competence and available resources of their respective customs administrations.

Article 4. Facilitation

1. Each Party shall ensure that its customs procedures and practices are predictable, consistent, transparent and trade facilitating while maintaining appropriate customs controls.

2. Each Party shall use efficient customs procedures with the aim to reduce costs and unnecessary delays in trade between both Parties, based, as appropriate, on international standards, in particular, trade-related instruments, standards and recommended practices of the World Customs Organisation, to which that Party is a contracting Party.

3. The customs administration of each Party shall periodically review its customs procedures with a view to exploring options for their simplification and the enhancement of mutually beneficial arrangements to facilitate international trade.

4. Each Party shall limit controls, formalities and the number of documents required in the context of trade in goods between the Parties to those necessary to ensure compliance with legal requirements.

5. Each Party shall administer, in a uniform, impartial and reasonable manner, its customs law relevant to trade between the Parties, and endeavour to ensure consistency across nationwide implementation of its customs law among its regional customs offices.

Article 5. Use of Automated Systems

1. The customs administrations shall use information technology to support customs operations, including sharing of best practices for the purposes of improving their customs procedures, where it is cost effective and efficient, particularly in the paperless trading context taking into account development in this area within the World Customs Organization (the "WCO").

2. In using information technology to support customs operations, the customs administration of each Party shall take into account:

(a) their available infrastructure and capabilities; and

(b) the relevant standards such as the WCO Data Model and best practices recommended by the WCO.

Article 6. Single Window

1. Each Party shall establish or maintain a single window, enabling traders to submit documentation and/or data requirements for importation, exportation or transit of goods through a single entry point to the participating authorities or agencies. After the examination by the participating authorities or agencies of the documentation and/or data, the results shall be notified to the applicants through the single window in a timely manner.

2. In cases where documentation and/or data requirements have already been received through the single window, the same documentation and/or data requirements shall not be requested by participating authorities or agencies except in urgent circumstances and other limited exceptions which are made public.

3. Each Party shall, to the extent possible and practicable, use information technology to support its single window.

Article 7. Customs Valuation

The Parties shall apply Article VII of GATT 1994 and the Customs Valuation Agreement to goods traded between them.

Article 8. Tariff Classification

The Parties shall apply the International Convention on the Harmonized Commodity Description and Coding System to goods traded between them.

Article 9. Publication and Enquiry Points

1. Each Party shall publish, including on the Internet, its laws, regulations, and where applicable, administrative rules or procedures, of general application, relevant to trade in goods between the Parties.

2. Each Party shall designate and maintain one or more enquiry points to address enquiries from interested persons pertaining to customs matters, and shall make available on the Internet information concerning the procedures for making such inquiries.

3. For greater certainty, nothing in this Article or in any part of this Agreement shall require any Party to publish law enforcement procedures and internal operational guidelines including those related to conducting risk analysis and targeting methodology.

Article 10. Risk Management

1. The customs administration of each Party shall, based on risk management, determine which persons, goods or means of transport are to be examined and the extent of such examination.

2. The Parties shall adopt a risk management approach in determining the risk profile of goods to facilitate the clearance of low-risk consignments, while focusing its control measures on high-risk goods.

3. The Parties shall exchange best practices on risk management techniques used for customs purposes.

Article 11. Advance Rulings

1. Each Party shall issue an advance ruling, prior to the importation of a good into its territory, at the written request containing all necessary information, on an application of the exporter, importer or any person with a justifiable cause or a representative thereof (1), with respect to:

(1) An applicant for an advance ruling from China shall be registered with China Customs.

(a) origin of goods;

(b) tariff classification of a product; and

(c) the appropriate method or criteria, and the application thereof, to be used for determining the customs value under a particular set of facts, in accordance with the provisions of the Customs Valuation Agreement.

2. The importing Party shall issue an advance ruling within sixty (60) days on receipt of all necessary information.

3. The customs administration of each Party shall establish a validity period for an advance ruling of three (3) years from the date of its issuance.

4. The importing Party may modify or revoke an advance ruling:

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

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

(c) to conform with a change in its domestic laws, a judicial decision or a modification of this Chapter; or

(d) if incorrect information was provided or relevant information was withheld.

5. Each Party shall provide that any modification or revocation of an 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.

Article 12. Penalties

Each Party shall adopt or maintain measures that provide for the imposition of civil, criminal or administrative penalties where appropriate, for violations of its laws and regulations relating to this Chapter in accordance with its domestic legislation.

Article 13. Review and Appeal

1. Each Party shall, in accordance with its domestic laws and regulations, provide that the importer, exporter or any other person affected by its administrative determinations or decisions on a customs matter, have access to:

(a) a level of administrative review (2) by its customs administration independent of the official or office responsible for the administrative determinations or decisions under review; and

(2) For Singapore, the level of administrative review may include the Ministry supervising the customs administration.

(b) judicial appeal or review of the determinations or decisions, subject to its laws and regulations.

2. The decision on review and/or appeal shall be given to the applicant and/or appellant and, subject to the Party's domestic laws and regulations the reasons for such decision shall be provided in writing.

Article 14. Pre-Arrival Processing

1. Each Party shall adopt or maintain procedures allowing for the submission of import documentation and other required information in order to begin processing prior to the arrival of goods with a view to expediting the release of goods upon arrival.

2. Each Party shall, as appropriate, provide for advance lodging of documents in electronic format for pre-arrival processing of such documents.

Article 15. Release of Goods

1. Each Party shall adopt or maintain simplified customs procedures for the efficient release of goods in order to facilitate trade between the Parties. For greater certainty, this paragraph shall not require a Party to release a good if its requirements for release have not been met.

2. In accordance with paragraph 1, each Party shall adopt or maintain procedures that:

(a) provide for the release of goods within a period of time no greater than that required to ensure compliance with its customs law, and to the extent possible, within forty-eight (48) hours of goods' arrival, provided all necessary regulatory and examination requirements have been met; and

(b) allow importers who have complied with that Party's procedures relating to the determination of value and payment of duty to withdraw goods from customs, provided that all necessary regulatory and examination requirements have been met. As a condition for such release, a Party may require an importer to provide a guarantee, when such guarantee is required to ensure that obligations arising from the entry of the goods will be fulfilled. A Party may require a guarantee in accordance with its domestic laws and regulations that does not exceed the amount the Party requires to ensure payment of customs duties, taxes, fees and charges ultimately due for the goods covered by the guarantee.

3. If any goods are selected for further examination, such an examination shall be limited to what is necessary and shall be completed without undue delay.

Article 16. Express Shipments

Each Party shall adopt or maintain separate and expedited customs procedures for express shipments while maintaining appropriate control and customs selection. Such procedures shall:

(a) permit, as a condition for release, the submission of a single document in the form that the Party considers appropriate, such as a manifest or a declaration, covering all of the goods in an express shipment, through, if possible, electronic means;

(b) minimise, to the extent possible, the documentation required for the release of express shipments; and

(c) allow express shipments to be released under normal circumstances as rapidly as possible after goods' arrival, provided all necessary customs documentation required for release have been submitted, and when possible within six (6) hours.

Article 17. Post-Clearance Audit

1. With a view to expediting the release of goods and enhancing customs control, each Party shall adopt or maintain post clearance audit to ensure compliance with customs law and other related laws and regulations.

2. Each Party shall select a person or a consignment for post-clearance audit in a risk-based manner, which may include appropriate selectivity criteria. Each Party shall conduct post clearance audits in a transparent manner. Where the person is involved in the audit process and a conclusive result has been achieved, the Party shall, without delay, notify the person concerned of the result of the case, the rights and obligations it has, audit findings and the reasons for the result.

3. Parties shall, wherever practicable, use the result of post-clearance audit in applying risk management and in assessing the customs compliance records of traders.

Article 18. Temporary Admission of Goods

Each Party shall allow, as provided for in its laws and regulations, goods to be brought into its customs territory conditionally relieved, totally or partially, from payment of import duties and taxes if such goods are brought into its customs territory for a specific purpose, are intended for re-exportation within a specific period, and have not undergone any change except normal depreciation and wastage due to the use made of them.

Article 19. Customs Cooperation

1. Subject to its domestic laws and regulations, the customs administration of each Party may, as deemed appropriate, assist each other in relation to:

(a) the implementation and operation of this Chapter; and

(b) such other issues as the Parties mutually determine.

2. Each Party shall endeavour to provide the other Party with timely notice of any significant modification of its customs law or customs procedures that are likely to substantially affect the operation of this Agreement.

Article 20. Consultation

1. The customs administration of each Party may at any time request consultations with the customs administration of the other Party, on any matter arising from the implementation or operation of this Chapter, where there are reasonable grounds provided by the requesting Party. Such consultations shall be conducted through the relevant contact points, and shall take place within sixty (60) days of the request, or any other possible time period that the Parties may mutually determine.

2. In the event that such consultations fail to resolve any such matter, the requesting Party may refer the matter to the Committee on Customs Procedures and Trade Facilitation for further consideration.

3. The customs administration of each Party shall designate one or more contact points for the purposes of this Chapter. Information on the contact points shall be provided to the other Party and any amendment of the said information shall be notified promptly.

Article 21. Committee on Customs Procedures and Trade Facilitation

1. With the view to the effective implementation and operation of this Chapter, a Committee on Customs Procedures and Trade Facilitation (Committee on CPTF) is hereby established, under the FTA Joint Committee.

2. The functions of the Committee on CPTF shall be as follows:

(a) ensure the proper function of this Chapter and resolve all issues arising from its application;

(b) review the interpretation and implementation of this Chapter, as well as revise this Chapter as appropriate;

(c) ensure the effective, uniform and consistent administration of this Chapter, and enhance the cooperation in this regard;

(d) identify areas related to this Chapter to be improved for facilitating trade between the Parties;

(e) exchange information on customs strategic development of each Party to strengthen cooperation between the two Parties; and

(f) make recommendations and report to the FTA Joint Committee.

3. The Committee on CPTF shall consist of representatives from customs administrations of both Parties. When both Parties deem necessary and appropriate, representatives from other relevant government agencies or relevant non-government organisations may be invited to the meetings of the Committee on CPTF. One or more contact points shall be designated for this purpose.

4. The Committee on CPTF shall meet at such venues and times as the Parties may mutually agree.

Chapter 6. Trade Remedies

Article 1. Definitions

For the purposes of this Chapter:

(a) Anti-Dumping Agreement means the Agreement on Implementation of Article VI of the GATT 1994, which is part of the WTO Agreement;

(b) domestic industry means, with respect to an imported product, the producers as a whole of the like or directly competitive product or those producers whose collective production of the like or directly competitive product constitutes a major proportion of the total domestic production of such product;

(c) Safeguards Agreement means the Agreement on Safeguards, which is part of the WTO Agreement;

(d) SCM Agreement means the Agreement on Subsidies and Countervailing Measures, which is part of the WTO Agreement;

(e) serious injury means a significant overall impairment in the position of a domestic industry;

(f) threat of serious injury means serious injury that, on the basis of facts and not merely on allegation, conjecture or remote possibility, is clearly imminent; and

(g) working days means calendar days other than Saturdays, Sundays and public holidays of the Party initiating an anti-dumping investigation.

Article 2. General Provisions

1. The Parties agree and reaffirm their commitments to abide by their rights and obligations under the Anti-Dumping Agreement, the SCM Agreement, Article XIX of the GATT 1994, and the Safeguards Agreement.

2. The Parties agree to carry out any action taken pursuant to this Chapter in a transparent manner.

Article 3. Cooperation and Consultation

1. Each Party shall designate one or more contact points for the purposes of this Chapter and provide details of such contact points to the other Party. The Parties shall notify each other promptly of any amendments to the details of their contact points.

2. A Party may request consultations with the other Party on matters arising from the operation of this Chapter. Such consultations shall be conducted through the relevant contact points, and shall take place within forty-five (45) days of the request, unless the Parties mutually determine otherwise.

Article 4. Anti-Dumping

1. Each Party agrees to strictly abide by the Anti-Dumping Agreement in any antidumping proceedings against any product of the other Party.

2. The Parties agree to observe the following practices in anti-dumping cases between them:

(a) Without prejudice to the relevant provisions of the Anti-Dumping Agreement regarding notification at the initiation stage to the exporting WTO Member whose export product is under investigation, following the acceptance of a properly documented application from an industry in one Party for the initiation of an anti-dumping investigation in respect of products from the other Party, the Party that has accepted the properly documented application should, at least seven (7) days in advance of the date of initiation of the investigation procedure, notify the other Party.

(b) The investigating authority of a Party shall, in the public notice on the initiation of an investigation, give interested parties a period of no less than twenty (20) days after the date of initiation to notify the latter's intention to participate in the proceeding, to provide the relevant information (1) and to comment on the information contained in the notice of initiation, such as the representativeness of the applicant, the scope of the product under consideration and the evidence given to justify the initiation of the investigation. The investigating authority shall take due account of such comments. Within ten (10) working days after the expiry of the aforementioned period, the investigating authority shall make available the model questionnaires to the other Party and other interested parties (and notify them if the model questionnaires are published on the Internet).

(1) Information may include, but not be limited to: name, address, legal representative, contact details and contact person of the interested party, total volume and value of the product under investigation exported to the investigating Party during the investigation period, and the official seal of the interested party or signature of the legal representative.

(c) A Party's investigating authority shall take due account of any difficulties experienced by one or more exporters of the other Party in supplying information requested and provide any assistance practicable; on request of an exporter of the other Party, a Party's investigating authority shall make available the timeframes, procedures and, subject to that Party's laws or regulations relating to confidential information, any documents necessary for the offering of an undertaking.

Article 5. Subsidies and Countervailing Measures

1. Each Party agrees to strictly abide by the SCM Agreement in any countervailing proceedings against any product of the other Party.

2. Neither Party shall introduce or maintain any form of export subsidy on any goods destined for the territory of the other Party.

Article 6. Global Safeguard Measures

1. A Party taking any measure pursuant to Article XIX of the GATT 1994 and the Safeguards Agreement may exclude imports of an originating product from the other Party from the action if such imports are non-injurious.

2. A Party shall advise the relevant contact points of the other Party of any safeguard action on the initiation of an investigation and the reasons for it.

Article 7. Bilateral Safeguard Measures

1. A Party shall have the right to initiate a bilateral safeguard measure on a product within the transition period for that product. The transition period for a product shall begin from the date of entry into force of this Agreement and end five (5) years from the date of completion of tariff elimination for that product.

2. A Party shall be free to take a bilateral safeguard measure, if, as a result of the reduction or elimination of a customs duty under this Agreement, an originating product of the other Party is being imported into the territory of a Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions that the imports of such originating product from the other Party constitute a substantial cause of serious injury, or threat thereof, to a domestic industry producing a like or directly competitive product. Such Party may apply a safeguard measure as set by increasing the tariff rate applicable to such originating product during the transition period to the WTO MFN tariff rate applied to such product at the time when the measure is taken.

3. In applying the bilateral safeguard measure, the Parties shall adopt the rules for the application of safeguard measures as provided for under the Safeguards Agreement with the exception of the quantitative restriction measures set out in Article 5 of the Safeguards Agreement, and Articles 9, 13 and 14 of the Safeguards Agreement. As such, all other provisions of the Safeguards Agreement shall, mutatis mutandis, be incorporated into and form an integral part of this Agreement.

4. Notwithstanding the above, no safeguard measure shall be applied against a product originating in a Party as long as its share of the total imports of the product concerned in the importing Party does not exceed 3%.

5. The safeguard measure may be maintained for an initial period of up to three (3) years and may be extended for a period not exceeding one (1) year. Notwithstanding the duration of a safeguard measure on a product, such measure shall terminate at the end of the transition period for that product.

6. Upon the termination of the measure, the tariff rate applicable to the originating product shall be the rate which would have been in effect but for the measure.

7. The Party applying a measure described in paragraph 1 shall, in consultation with the other Party, provide to the other Party mutually agreed trade liberalising compensation in accordance with Article 8 of the Safeguards Agreement. The form of concessions shall have substantially equivalent trade effects or be equivalent to the value of the additional duties expected to result from the measure. If the Parties are unable to agree on compensation within forty-five (45) days in the consultations under paragraph 3, the Party against whose originating product the measure is applied may take action with respect to originating products of the other Party that has trade effects substantially equivalent to the measure. The Party taking such action shall apply the action only for the minimum period necessary to achieve the substantially equivalent effects, and in any event, only while the measure under paragraph 1 is being applied.

8. A Party shall not impose a bilateral safeguard measure in addition to any global safeguard measures on the same product pursuant to the Safeguards Agreement.

Chapter 7. Technical Barriers to Trade, Sanitary and Phytosanitary Measures

Article 44. Definitions

1. The definitions in Annex A of the WTO Agreement on Application of Sanitary and Phytosanitary Measures (the "SPS Agreement") and Annex 1 of the WTO Agreement on Technical Barriers to Trade (the "TBT Agreement") shall apply to this Chapter.

2. All definitions provided in the Annexes to this Chapter shall apply only to the respective Annexes.

3. For the purposes of this Chapter:

(a) SPS refers to sanitary and phytosanitary measures; and

(b) TBT refers to technical barriers to trade.

Article 45. Objectives

The objectives of this Chapter are:

(a) to improve the implementation of the SPS Agreement and the TBT Agreement between the Parties, so as to avoid unnecessary barriers to bilateral trade, to promote and facilitate bilateral trade, while protecting human, animal or plant life or health or fulfilling other legitimate objectives (7);

(b) to strengthen mutual understanding of the Parties' administrative systems by establishing a framework for communication and cooperation, and to resolve relevant issues arising from bilateral trade in a prompt and efficient manner, to expand the opportunities for bilateral trade.

(7) As understood under Article 2.2 of the TBT Agreement.

Article 46. Scope and Coverage

This Chapter applies to all sanitary and phytosanitary measures, technical regulations, standards and conformity assessment procedures of a Party which may, directly or indirectly, affect trade between the Parties.

Article 47. Competent Authorities and Contact Points

1. The competent authorities of the Parties are the authorities responsible for the implementation of this Chapter. The contact points of the Parties are the agencies responsible for the communication and notification of information between the Parties, as specified in Annex 4 (Contact Points for TBT and SPS).

2. The Parties shall notify each other of any significant change in the structures, organisations and divisions of the competent authorities and contact points.

Article 48. Reaffirmation

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

Article 49. Regionalisation

1. The Parties agree to properly and actively resolve the quarantine issues of concern to each other related to the import and export of agricultural products of both Parties in accordance with Article 6 of the SPS Agreement.

2. The exporting Party may request the importing Party to recognise its pest-free or disease-free status in all or part of its territory. The importing Party shall give favourable consideration to such request and, following an assessment, may agree to recognise such pest-free or disease-free status of the exporting Party in accordance with paragraph 1. After confirmation of the pest-free or disease-free status, the importing Party shall allow agricultural products originating from these areas of the exporting Party into its markets, in accordance with the importing Party's SPS requirements.

3. If the importing Party considers that a risk with respect to a disease or pest outbreak may exist in a part or parts of the territory of the exporting Party where agricultural products destined for the importing Party originate, the importing Party may request the exporting Party to reaffirm this free status. The importing Party may also request the exporting Party to take specific eradication and control measures to ensure that the free status is maintained and to ensure that agricultural products originated therein meet the SPS requirements of the importing Party.

4. Any agreement or arrangement on regionalisation which may be concluded between the Parties under this Agreement shall be placed in the Annexes in accordance with Article 58 (Final Provisions on Annexes).

Article 50. Exchange of Information and Cooperation

1. The Parties shall strengthen the exchange of information and cooperation in the areas of mutual interest relating to TBT and SPS, such as:

(a) inspection and quarantine of animals, plants and their products;

(b) quality and safety control of products;

(c) procedure and processing period of approval of food establishments;

(d) technical regulations, standards and conformity assessment procedures; and

(e) sharing of experience in the implementation of the principle of transparency by their respective enquiry points under the TBT Agreement and SPS Agreement.

2. Each Party shall, on request, give positive consideration to proposals to supplement existing co-operation on standards, technical regulations and conformity assessment procedures. Such co-operation, which shall be on mutually agreed terms and conditions, may include but are not limited to advice or technical co-operation relating to the development or application of standards, technical regulations and conformity assessment procedures.

3. The Parties shall strengthen co-operation and communication of experience and expertise in addressing TBT and SPS measures affecting both Parties.

Article 51. International Standards

1. The Parties shall use international standards, or the relevant parts of international standards, as a basis for their technical regulations and related conformity assessment procedures where relevant international standards exist or their completion is imminent, except when such international standards or their relevant parts are ineffective or inappropriate to fulfil legitimate objectives.

2. The Parties shall co-operate with each other, where appropriate, in the context of their participation in international standardising bodies, to ensure that international standards developed within such bodies, that are likely to become a basis for technical regulations, are trade facilitating and do not create unnecessary obstacles to international trade.

3. The Parties shall strengthen communications and co-ordination with each other, where appropriate, in the context of discussions on standards and related issues in the TBT Committee under the TBT Agreement and the SPS Committee under

the SPS Agreement and other relevant international or regional fora.

Article 52. Conformity Assessment Procedure

1. The Parties recognise the differences between their legal systems regarding conformity assessment and agree to discuss the possibility of mutual recognition of conformity assessment in accordance with the TBT Agreement.

2. The Parties shall exchange information on conformity assessment procedures including testing, inspection, certification, accreditation and metrology with a view to promoting the recognition of conformity assessment procedures between the Parties.

3. A Party shall give favourable consideration to a request by the other Party to recognise the conformity assessment procedures conducted by bodies in the other Party's territory through a mutual recognition agreement or arrangement.

4. Any agreement or arrangement on mutual recognition of conformity assessment procedures concluded between the Parties under this Agreement shall be specified in the Annexes in accordance with Article 58 (Final Provisions on Annexes).

Article 53. Equivalence

1. The Parties shall give favourable consideration to accepting the equivalence of each other's technical regulations and SPS measures consistent with the purpose of this Chapter, the TBT Agreement and the SPS Agreement.

2. Any agreement or arrangement on acceptance of equivalence of each other's technical regulations and SPS measures which may be concluded between the Parties under this Agreement shall be placed in the Annexes in accordance with Article 58 (Final Provisions on Annexes).

Article 54. Transparency

1. The Parties shall notify each other through their respective TBT and SPS enquiry points, under the TBT Agreement and the SPS Agreement, of any new technical regulation and SPS measure related to the trade of products in accordance with the TBT Agreement and the SPS Agreement, or any change to them. Each Party shall allow at least sixty (60) days for the other Party to present comments in writing on any notification except where considerations of health, safety, environmental protection or national security arise or threaten to arise to warrant more urgent action.

2. Each Party shall make available to the other Party, electronically or in any other form, up-to-date publications on technical regulations and any relevant conformity assessment procedures that are cited in, or may be used to comply with, those technical regulations. Each Party shall make known to the other Party the relevant standards that are cited in, or may be used to comply with, those technical regulations.

Article 55. Joint Working Group

1. The Parties hereby establish the Joint Working Group on TBT and SPS, comprising representatives from the relevant regulatory authorities of each Party.

2. The Joint Working Group shall be led and co-ordinated by co-chairs from both Parties.

3. The Joint Working Group shall be established no later than one (1) year following the date of entry into force of this Agreement. The meeting of the Joint Working Group shall take place once a year, back-to-back with the meetings of the FTA Joint Committee established under Article 111 (Implementation and Review), unless otherwise agreed by the Parties. 4. The functions of the Joint Working Group shall include:

(a) administering and supervising the implementation of this Chapter;

(b) addressing any issue and dispute arising from the implementation of this Chapter and its Annexes;

(c) reviewing this Chapter and its Annexes, making supplementary attachments and Annexes where necessary;

(d) where appropriate, facilitating co-operation in specific areas among accreditation and conformity assessment bodies in the Parties' territories;

(e) ensuring the Parties' relevant regulatory authorities negotiate on the priority issues identified by the Joint Study Report on a Free Trade Agreement between China and Singapore in an appropriate manner, in particular, mutual recognition of

conformity assessment procedures on electrical and electronic equipment, regionalisation, mutual recognition of conformity assessment procedures on telecommunications equipment and equivalence;

(f) where appropriate, strengthening the exchange of information with regard to the activities of non-governmental, regional, and multilateral fora related to standardisation, technical regulations, and conformity assessment procedures; and

(g) reporting to the FTA Joint Committee on the implementation of this Chapter when appropriate. 5. Each Party shall, upon request, give favourable consideration to any sector-specific proposal made by the other Party for further co-operation under this Chapter.

Article 56. Confidentiality

1. Where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of such information. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific permission of the Party providing the information.

2. Nothing in this Chapter shall be construed to require either Party to furnish or allow access to information, the disclosure of which it considers would:

(a) be contrary to its essential security interests;

(b) be contrary to the public interest as determined by its domestic laws, regulations and administrative provisions;

(c) be contrary to any of its domestic laws, regulations and administrative provisions including but not limited to those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;

(d) impede law enforcement; or

(e) prejudice legitimate commercial interests of particular public or private enterprises.

Article 57. Preservation of Regulatory Authority

1. Each Party retains all authority under its laws to interpret and implement its technical regulations and SPS measures.

2. Nothing in this Chapter shall:

(a) prevent a Party from adopting or maintaining, in accordance with its international rights and obligations, technical regulations and SPS measures, as appropriate to its particular national circumstances;

(b) prevent a Party from adopting technical regulations and SPS measures to ensure the quality of its imports and exports, or for the protection of human, animal or plant life or health, or the environment, or for the prevention of deceptive practices or to fulfil other legitimate objectives (8);

(c) limit the authority of a Party to take all appropriate measures whenever it ascertains that products may not conform with its technical regulations and SPS measures. Such measures may include withdrawing the products from the market, prohibiting their placement on the market, restricting their free movement, initiating a product recall, initiating legal proceedings or otherwise preventing the recurrence of such problems including through a prohibition on imports. If a Party takes such measures, it shall notify the other Party within fifteen (15) working days of taking the measures, giving its reasons;

(d) oblige a Party to recognise the standards or technical regulations or SPS measures of the other Party as equivalent; or

(e) affect the rights and obligations of either Party as a member of the TBT Agreement or the SPS Agreement.

(8) As understood under Article 2.2 of the TBT Agreement.

Article 58. Final Provisions on Annexes (9)

1. The Parties may, upon request, commence discussions to explore the possibility of establishing additional Annexes of mutual interest after the signing of this Agreement.

2. Where urgent problems of safety, health, consumer or environmental protection or national security arise or threaten to arise for a Party, that Party may suspend the operation of any Annex, in whole or in part, immediately. In such a case, the Party shall immediately advise the other Party of the nature of the urgent problem, the products covered and the objective and rationale of the suspension.

3. For the purposes of this Chapter, an Annex shall provide, but is not limited to, the following details:

(a) the regulatory authorities designated by each Party;

(b) the detailed implementing arrangements; and

(c) the provisions for entry into force and/or termination.

(9) Annexes to this Chapter include Sectoral Annexes.

Chapter 8. Trade In Services

Article 59. Definitions

For the purposes of this Chapter:

(a) commercial presence means any type of business or professional establishment, including through:

(i) the constitution, acquisition or maintenance of a juridical person, or

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

(b) direct taxes comprise all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation;

(c) 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, branch, trust, partnership, joint venture, sole proprietorship or association;

(d) juridical person of the other Party means a juridical person which is either:

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

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

(A) natural persons of the other Party; or

(B) juridical persons of the other Party identified under sub-paragraph (d)(i);

(e) a juridical person is:

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

(ii) 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;

(iii) 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;

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

(g) measures by Parties means measures taken by:

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

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

(h) measures by Parties affecting trade in services include measures in respect of:

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

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

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

(i) 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;

(j) natural person of a Party is a national or a permanent resident of a Party under its laws. Until such time as China enacts its law on treatment of permanent residents of foreign countries, the obligations of each Party with respect to the permanent residents of the other Party shall be limited to the extent of its obligations under the GATS;

(k) person means either a natural person or a juridical person;

(l) qualification procedures means administrative procedures relating to the administration of qualification requirements;

(m) qualification requirements means substantive requirements which a service supplier is required to fulfil in order to obtain certification or a license;

(n) sector of a service means,

(i) with reference to a specific commitment, one or more, or all, subsectors of that service, as specified in a Party's Schedule in Annex 5 (Schedules of Specific Commitments on Services);

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

(o) services includes any service in any sector except services supplied in the exercise of governmental authority;

(p) service consumer means any person that receives or uses a service; (q) service of the other Party means a service which is supplied:

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

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

(r) 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;

(s) service supplier means any person that supplies a service (10);

(t) supply of a service includes the production, distribution, marketing, sale and delivery of a service; and

(u) trade in services is defined as the supply of a service:

(i) from the territory of a Party into the territory of the other Party ("cross-border" mode);

(ii) in the territory of a Party to the service consumer of the other Party ("consumption abroad" mode);

(iii) by a service supplier of a Party, through commercial presence in the territory of the other Party ("commercial presence" mode); or

(iv) by a service supplier of a Party, through presence of natural persons of a Party in the territory of the other Party ("presence of natural persons" mode).

(10) 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 (ie, the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under this Chapter. 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.

Article 60. Scope and Coverage

1. This Chapter applies to measures by a Party affecting trade in services.

2. This Agreement shall not apply to:

(a) services supplied in the exercise of governmental authority within the territory of each Party; or

(b) regulations or requirements governing the procurement by governmental 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.

3. This Chapter shall not apply to subsidies or grants provided by a Party or to any conditions attached to its receipt or continued receipt of such subsidies or grants, except:

(a) as otherwise specified in this Agreement; or

(b) disciplines that may be developed under Article XV of the GATS as may be reviewed with a view to their incorporation into this Agreement.

4. This Agreement, including its dispute settlement procedures, shall not apply to measures affecting:

(a) traffic rights, however granted; or

(b) services directly related to the exercise of traffic rights, except as provided in paragraph 5.

5. This Chapter shall apply to measures affecting:

(a) aircraft repair and maintenance services;

(b) the selling and marketing of air transport services; and

(c) computer reservation system ("CRS") services.

Article 61. Market Access

1. With respect to market access through the modes of supply identified in Article 59(u) (Definitions) a Party shall accord services and service 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. (11)

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, 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; (12)

(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.

(11) If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in Article 59(u)(i) and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such

movement of capital. If a Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in Article 59(u)(iii), it is thereby committed to allow related transfers of capital into its territory.

(12) Paragraph 2(c) of this Article does not cover measures of a Party which limit inputs for the supply of services.

Article 62. National Treatment

1. In the sectors inscribed in its Schedule, 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 (13).

2. A Party may meet the requirement of 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 shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of the Party compared to like services or service suppliers of the other Party.

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

Article 63. Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 61 (Market Access) and 62 (National Treatment) including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule.

Article 64. Schedule of Specific Commitments

1. Each Party shall set out in a Schedule the specific commitments it undertakes under Articles 61 (Market Access), 62 (National Treatment) and 63 (Additional Commitments). With respect to sectors where such commitments are undertaken, each Schedule shall specify:

(a) the sectors in which such commitments are undertaken;

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

(c) conditions and qualifications on national treatment;

(d) undertakings relating to additional commitments; and

(e) where appropriate the time-frame for implementation of such commitments.

2. Measures inconsistent with both Articles 61 (Market Access) and 62 (National Treatment) shall be inscribed in both the columns relating to Articles 61 (Market Access) and 62 (National Treatment).

3. The Parties' Schedules of specific commitments shall be annexed to this Agreement as Annex 5 (Schedules of Specific Commitments on Services) and shall form an integral part thereof.

4. Upon the conclusion of the second package of services commitments between ASEAN and China, pursuant to Article 23(2) of the Agreement on Trade in Services of the Framework Agreement on Comprehensive Economic Co-operation between the Association of Southeast Asian Nations and the People's Republic of China done on 14 January 2007, the commitments undertaken by each Party shall be incorporated into this Agreement and take effect between the Parties.

Article 65. Domestic Regulation

1. In sectors where specific commitments are undertaken under Articles 61 (Market Access), 62 (National Treatment), 63 (Additional Commitments) and 64 (Schedule of Commitments), 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 as practicable, judicial, arbitral or administrative tribunals or procedures which provide, at the 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 sub-paragraph (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) in the case of an incomplete application, at the 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;

(b) at the request of the applicant, provide without undue delay, information concerning the status of the application; and

(c) if an application is terminated or denied, to the maximum extent possible, inform the applicant in writing and without delay the reasons for such action. The applicant will have the possibility of resubmitting, at its discretion, a new application.

4. With the objective of ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, the Parties shall jointly review the results of the negotiations on disciplines on these measures, pursuant to Article VI.4 of the GATS, with a view to their incorporation into this Agreement. The Parties note that such disciplines aim to ensure that such requirements are, inter alia:

(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 of licensing procedures, not in themselves a restriction on the supply of the service.

5. (a) In sectors in which a Party has undertaken specific commitments under Articles 61 (Market Access), 62 (National Treatment), 63 (Additional Commitments) and 64 (Schedule of Commitments) pending the incorporation of the disciplines referred to in paragraph 4, that Party shall not apply licensing and qualification requirements and technical standards that nullify or impair its obligation under this Agreement in a manner which:

(i) does not comply with the criteria outlined in paragraphs 4(a), (b) or (c) of this Article; and

(ii) could not reasonably have been expected of that Party at the time the specific commitments in those sectors were made.

(b) In determining whether a Party is in conformity with the obligation under paragraph 5(a), account shall be taken of international standards of relevant international organisations (14) applied by that Party.

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.

(14) Relevant international organisations refers to international bodies whose membership is open to the relevant bodies of both Parties to this Agreement.

Article 66. 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 the requirements of 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. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1, whether existing or future, shall afford adequate opportunity for the other Party to negotiate its accession to such an agreement or arrangement or to negotiate comparable ones with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licences or certifications obtained or requirements met in

that other Party's territory should be recognised.

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between countries 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.

Article 67. Recognition Co-operation

1. The Parties shall ensure that their relevant competent authorities commence negotiations on areas for mutual recognition of the equivalence of each Party's:

(a) accounting work experience and qualifications;

(b) auditing work experience and qualifications; and

(c) accounting and auditing standards, as soon as possible.

2. The Parties shall commence negotiation on a Mutual Recognition Arrangement ("MRA") for qualifications or experience obtained, requirements met, or licenses or certifications for architects following the entry into force of this Agreement, with a view to reaching such an MRA as soon as possible, and exploring the possibilities for expanding the MRA to other architectural and engineering areas.

Article 68. Joint Committee on Recognition Co-operation

1. For the purposes of effective implementation of Article 67 (Recognition Co-operation), a Joint Committee on Recognition Co-operation (the "Committee"), including a working group on accounting and auditing, shall be established. The functions of the Committee shall be:

(a) reviewing and discussing the issues concerning the effective implementation of Article 67 (Recognition Co-operation);

(b) identifying and recommending areas for and ways of furthering co-operation between the Parties; and

(c) discussing other issues relating to the implementation of Article 67 (Recognition Co-operation).

2. The Committee, including the working group on accounting and auditing, shall meet on the request of either Party or the FTA Joint Committee established under Article 111 (Implementation and Review) at mutually acceptable time and venue.

Article 69. Monopolies and Exclusive Service Suppliers

1. Each Party shall ensure that any monopoly supplier of a service in its territory does not, in the supply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's specific commitments.

2. Where a Party's monopoly supplier competes, either directly or through an affiliated company, in the supply of a service outside the scope of its monopoly rights and which is subject to that Party's specific commitments, the Party shall ensure that such a supplier does not abuse its monopoly position to act in its territory in a manner inconsistent with such commitments.

3. If a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraph 1 or 2, it may request the other Party establishing, maintaining or authorising such supplier to provide specific information concerning the relevant operations.

4. This Article shall also apply to cases of exclusive service suppliers, where a Party, formally or in effect:

(a) authorises or establishes a small number of service suppliers; and

(b) substantially prevents competition among those suppliers in its territory.

Article 70. Business Practices

1. The Parties recognise that certain business practices of service suppliers, other than those falling under Article 69 (Monopolies and Exclusive Service Suppliers), may restrain competition and thereby restrict trade in services.

2. A Party shall, at the request of the other Party, enter into consultations with a view to eliminating practices referred to in

paragraph 1. The Party addressed shall accord full and sympathetic consideration to such a request and shall co-operate through the supply of publicly available non-confidential information of relevance to the matter in question. The Party addressed shall also provide other information available to the requesting Party, subject to its domestic laws and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the requesting Party.

Article 71. Safeguard Measures

The Parties note the multilateral negotiations pursuant to Article X of the GATS on the question of emergency safeguard measures based on the principle of non-discrimination. Upon the conclusion of such multilateral negotiations, the Parties shall conduct a review for the purpose of discussing appropriate amendments to this Agreement so as to incorporate the results of such multilateral negotiations.

Article 72. Payments and Transfers

1. Except under the circumstances envisaged in Article 107 (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 Agreement shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the International Monetary Fund (the "Articles of Agreement"), including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 107 (Restrictions to Safeguard the Balance-of-Payments) or at the request of the International Monetary Fund.

Article 73. Transparency

Article III of the GATS is, mutatis mutandis, incorporated into and shall form an integral part of this Agreement.

Article 74. Disclosure of Confidential Information

Nothing in this Chapter shall require any Party to provide confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice legitimate commercial interests of particular enterprises, public or private.

Article 75. Denial of Benefits

A Party may deny the benefits of this Agreement:

(a) to the supply of a service, if it establishes that the service is supplied from or in the territory of a non-Party;

(b) in the case of the supply of a maritime transport service, if it establishes that the service is supplied:

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

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

(c) to a service supplier that is a juridical person, if it establishes that it is not a service supplier of the other Party.

Article 76. Miscellaneous Provisions

The GATS Annexes, namely: the Annex on Movement of Natural Persons Supplying Services; the Annex on Air Transport Services; the Annex on Financial Services; and the Annex on Telecommunications, shall be incorporated, mutatis mutandis, into and form an integral part of this Agreement.

Chapter 9. Movement of Natural Persons

Article 77. Definitions

For the purposes of this Chapter:

(a) business visitor means a natural person of either Party who is:

(i) a service seller being a natural person who is a sales representative of a service supplier of that Party and is seeking temporary entry into the territory of the other Party for the purpose of negotiating the sale of services for that service supplier, where such representative will not be engaged in making direct sales to the general public or in supplying services directly; or

(ii) (A) an investor of a Party, being a natural person of a Party who is making or has made an investment in the territory of the other Party; or

(B) a duly authorised representative of an investor of a Party (including a juridical person of a Party that is making or has made an investment in the territory of the other Party), seeking temporary entry into the territory of the other Party to establish, expand, monitor, or dispose of an investment of that investor; or

(iii) a goods seller, being a natural person who is seeking temporary entry to the territory of the other Party to negotiate the sale of goods where such negotiations do not involve direct sales to the general public;

(b) contractual service supplier means a natural person of a Party who:

(i) is an employee of a service supplier or an enterprise of a Party, whether a company, partnership or firm, who enters the territory of the other Party temporarily in order to perform a service pursuant to a contract between his employer and a service consumer in the territory of the other Party;

(ii) is employed by a company, partnership or firm of the Party, which has no commercial presence in the territory of the other Party where the service is to be provided;

(iii) receives his or her remuneration from that employer; and

(iv) satisfies any other requirements under the domestic laws and regulations of the other Party to provide such services in the territory of that Party;

(c) executive means a natural person within an organisation who primarily directs the management of the organisation, exercises wide latitude in decision making, and receives only general supervision or direction from higher level executives, the board of directors or stockholders of the business. An executive would not directly perform tasks related to the actual provision of the service or the operation of an investment;

(d) immigration formality means a visa, permit, pass, or other document or electronic authority granting a natural person of one Party the right to enter, reside or work in the territory of the other Party;

(e) immigration measure means any law, regulation, policy or procedure affecting the entry and sojourn of foreign nationals;

(f) intra-corporate transferee means an executive, a manager, or a specialist as defined respectively in sub-paragraphs (c), (g) and (h) of this Article, who is an employee of a service supplier or investor of a Party with a commercial presence, as defined in Chapter 8 (Trade in Services), in the territory of the other Party;

(g) manager means a natural person within an organisation who primarily directs the organisation or a department or sub-division of the organisation, supervises and controls the work of other supervisory, professional or managerial employees, has the authority to hire and fire or take other personnel actions (such as promotion or leave authorisation), and exercises discretionary authority over day-to-day operations. For greater clarity, this does not include employees who primarily perform tasks necessary for the provision of the service;

(h) specialist means a natural person within an organisation who possesses knowledge at an advanced level of technical expertise, and who possesses proprietary knowledge of the organisation's service, research equipment, techniques or management; and

(i) temporary entry means entry by a business visitor, an intra-corporate transferee, or a contractual service supplier, as the case may be, without the intent to establish permanent residence and for the purpose of engaging in activities which are clearly related to their respective business purposes. Additionally, in the case of a business visitor, the salaries of and any related payments to such a visitor should be paid entirely by the service supplier or juridical person which employs that visitor in the visitor's home country.

Article 78. Objectives

The objective of this Chapter, which reflects the preferential trading relationship between the Parties and their mutual desire to facilitate temporary entry of natural persons, is to establish transparent criteria and streamlined procedures for temporary entry, while recognising the need to ensure border security and to protect the domestic labour force in the

territories of the Parties.

Article 79. Scope

1. This Chapter applies to measures affecting the movement of natural persons of a Party into the territory of the other Party, where such persons are:

(a) business visitors;

(b) contractual services suppliers; or

(c) intra-corporate transferees.

2. Nothing in this Chapter, Chapter 8 (Trade in Services) or Chapter 10 (Investment) shall apply to measures pertaining to citizenship, nationality, residence or employment on a permanent basis.

3. Nothing contained in this Chapter, Chapter 8 (Trade in Services) or Chapter 10 (Investment) shall prevent a Party from applying measures to regulate the entry or temporary stay of natural persons of the other Party in its territory, including measures necessary to protect the integrity of its territory and to ensure the orderly movement of natural persons across its borders, provided such measures are not applied in a manner so as to nullify or impair the benefits accruing to the other Party under this Agreement (15).

(15) The sole fact of requiring a visa for natural persons of a Party and not for those of non-Parties shall not be regarded as nullifying or impairing trade in goods or services or conduct of investment activities under this Agreement.

Article 80. Expeditious Application Procedures

Each Party shall process expeditiously applications for immigration formalities from natural persons of the other Party, including further immigration formality requests or extensions thereof, so as to avoid unduly impairing or delaying trade in goods or services or conduct of investment activities under this Agreement. Each Party shall notify applicants for temporary entry, either directly or through their authorised representative or their prospective employer of the outcome of their applications, including the period of stay and other conditions.

Article 81. General Principles for Grant of Temporary Entry

1. The Parties may make commitments in respect of temporary entry of natural persons, as defined in Article 59 (Definitions).

2. Such commitments and the conditions governing them shall be inscribed in Annex 6 (Commitments on Temporary Entry of Natural Persons).

3. Where a Party makes a commitment under paragraphs 1 and 2, that Party shall grant temporary entry to the extent provided for in that commitment, provided that such natural persons are otherwise qualified under all applicable immigration measures.

4. In respect of the commitments on temporary entry in Annex 6 (Commitments on Temporary Entry of Natural Persons), unless otherwise specified therein, neither Party may:

(a) require labour certification tests, or other procedures of similar effect;

(b) impose or maintain any numerical restriction relating to temporary entry; or

(c) require labour market testing, economic needs testing or other procedures of similar effects as a condition for temporary entry.

5. Each Party shall limit any fees for processing applications for temporary entry of natural persons to the approximate cost of services rendered.

6. The temporary entry granted by virtue of this Chapter does not replace the requirements needed to carry out a profession or activity according to the specific laws and regulations in force in the territory of the Party authorising the temporary entry.

Article 82. Transparency

Each Party shall, upon modifying or amending an immigration measure that affects the temporary entry of natural persons, ensure that such modifications or amendments are promptly published and made available through electronic means or otherwise, in such a manner as will enable natural persons of the other Party to become acquainted with them.

Article 83. Contact Points

Each Party shall designate a contact point to facilitate communication and the effective implementation of this Chapter, and respond to inquiries from the other Party regarding regulations affecting the movement of natural persons between the Parties or on any matter covered by this Chapter, and shall provide details of this contact point to the other Party. The Parties shall notify each other promptly of any amendment to the details of their contact point. The contact point should identify and recommend areas for and ways of furthering co-operation in promoting increased movement of natural persons between the Parties.

Chapter 10. Investment

Section A. Investment

Article 1. Scope of Application

1. This Chapter applies to measures adopted or maintained by a Party relating to investors of the other Party and covered investments. (1)

(1) Both Parties recognise the principle of not according discriminatory treatment to investors of the other Party and their covered investments, on the basis of their ownership.

2. A Party's obligations under Section A (Investment) shall apply:

(a) to all levels of government or authorities of that Party; and

(b) to any non-governmental body when it exercises any governmental authority delegated to it by the government or authorities of that Party. (2)

(2) For greater certainty, governmental authority is delegated under the law of a Party, including through a legislative grant, and a government order, directive or other action transferring to the person, or authorising the exercise by the person of, governmental authority.

3. This Chapter shall not apply to:

(a) subsidies or grants provided by a Party, or to any conditions attached to the receipt or continued receipt of such subsidies or grants, whether or not such subsidies or grants are offered exclusively to domestic investors and investments; and

(b) matters of taxation in the territory of either Party, except as set out in Article 19 (Taxation).

4. For greater certainty, this Chapter shall not bind a Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Chapter.

Article 2. Relation to other Chapters

1. This Chapter shall not apply to measures adopted or maintained by a Party that are covered by Chapter 8 (Trade in Services) or Chapter 9 (Movement of Natural Persons).

2. Notwithstanding paragraph 1, Article 5 (Minimum Standard of Treatment), Article 7 (Expropriation and Compensation), Article 8 (Compensation for Losses), Article 9 (Transfers), Article 11 (Subrogation), Article 12 (Denial of Benefits), and Section B (Investor-State Dispute Settlement) shall apply, mutatis mutandis, to any measure affecting the supply of a service by a service supplier of a Party through commercial presence in the territory of the other Party, but only to the extent they relate to a covered investment.

Article 3. National Treatment (3)

1. Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the management, conduct, operation, and sale or other disposition of investments in its territory.

2. Each Party shall accord to covered investments treatment no less favourable than that it accords, in like circumstances, to investments in its territory of its own investors with respect to the management, conduct, operation, and sale or other disposition of investments.

(3) For greater certainty, whether treatment is accorded in "like circumstances" under Article 3 (National Treatment) or Article 4 (Most-Favored-Nation Treatment) depends on the totality of the circumstances, including whether the relevant treatment distinguishes between investors or investments on the basis of legitimate public welfare objectives.

Article 4. Most-Favoured-Nation Treatment (4)

1. Each Party shall accord to investors of the other Party treatment no less favourable than that it accords, in like circumstances, to investors of any non-Party with respect to the management, conduct, operation, and sale or other disposition of investments in its territory.

2. Each Party shall accord to covered investments treatment no less favourable than that it accords, in like circumstances, to investments in its territory of investors of any non-Party with respect to the management, conduct, operation, and sale or other disposition of investments.

3. The provisions of this Article shall not be construed so as to oblige one Party to extend to the investors of the other Party and covered investments any treatment, preference or privilege resulting from:

(a) any preferential treatment accorded to investors and their covered investments under any bilateral, regional or international agreements, that were initialled, signed or have entered into force prior to the entry into force of this Chapter; (5)

(b) any existing or future preferential treatment accorded to investors and their covered investment in any agreement or arrangement between or among ASEAN Member States; or

(c) any bilateral or multilateral international agreements involving:

(i) for China: aviation, fisheries, and maritime and services auxiliary to maritime, including salvage; and

(ii) for Singapore: aviation, maritime and services auxiliary to maritime, port, land transport, and telecommunication matters.

4. For greater certainty, the treatment referred to in this Article does not encompass dispute resolution mechanisms or procedures, such as those included in Section B (Investor-State Dispute Settlement), that are provided for in international investment or trade agreements.

(4) For the purposes of this Article, the term "non-Party" shall not include the following WTO Members within the meaning of the WTO Agreement: (1) Hong Kong, China; (2) Macao, China; and (3) Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu (Chinese Taipei).

(5) For greater certainty, "bilateral, regional or international agreements" includes any subsequent reviews or amendments to those agreements.

Article 5. Minimum Standard of Treatment (6)

1. Each Party shall accord to covered investments fair and equitable treatment and full protection and security in accordance with customary international law.

2. For greater certainty, paragraph 1 prescribes the customary international law minimum standard of treatment of aliens as the minimum standard of treatment to be afforded to covered investments. The concepts of "fair and equitable treatment"

and “full protection and security” do not require treatment and do not create substantive rights in addition to or beyond that which is required by that standard. The obligation in paragraph 1 to provide:

(a) “fair and equitable treatment” includes the obligation not to deny justice in criminal, civil, or administrative adjudicatory proceedings in accordance with due process of law; and

(b) “full protection and security” refers to the requirements on each Party to provide the level of police protection required under customary international law.

3. A determination that there has been a breach of another provision of this Chapter, or of a separate international agreement, does not establish that there has been a breach of this Article.

4. For greater certainty, the mere fact that a Party takes or fails to take an action that may be inconsistent with an investor’s expectations does not constitute a breach of this Article, even if there is loss or damage to the covered investment as a result.

(6) Article 5 (Minimum Standard of Treatment) shall be interpreted in accordance with Annex 10-A (Customary International Law).

Article 6. Non-Conforming Measures

1. For China, Article 3 (National Treatment) does not apply to:

(a) any existing non-conforming measures maintained within its territory; or

(b) the continuation or amendment of any non-conforming measure referred to in sub-paragraph (a).

2. For Singapore, Article 3 (National Treatment) shall not apply to:

(a) any measure relating to the collection, purification, treatment, disposal and distribution of water, including waste water; and

(b) any measure relating to real estate, including but not limited to the ownership, purchase, development, management, maintenance, use, enjoyment, sale or other disposal of real estate.

3. Articles 3 (National Treatment) and 4 (Most-Favoured-Nation Treatment) shall not apply to any measure covered by an exception to, or derogation from, the obligations under Articles 3 or 4 of the Agreement on Trade-related Aspects of Intellectual Property Rights in Annex 1C of the WTO Agreement (TRIPS Agreement), as specifically provided in those Articles and in Article 5 of the TRIPS Agreement.

4. Articles 3 (National Treatment) and 4 (Most-Favoured-Nation Treatment) do not apply to government procurement.

5. The Parties will endeavour to progressively remove the non-conforming measures.

Article 7. Expropriation and Compensation (7)

1. No Party may expropriate or nationalise a covered investment either directly or indirectly through measures equivalent to expropriation or nationalisation (“expropriation”), except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) on payment of compensation in accordance with this Article; and

(d) in accordance with applicable legal procedure of that Party and due process of law.

2. The compensation referred to in paragraph 1(c) shall:

(a) be paid without delay;

(b) be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place (“the date of expropriation”);

(c) not reflect any change in value occurring because the intended expropriation had become known earlier; and

(d) be fully realisable and freely transferable.

3. If the fair market value is denominated in a freely usable currency, the compensation referred to in paragraph 1(c) shall be no less than the fair market value on the date of expropriation, plus interest at a commercially reasonable rate for that currency, accrued from the date of expropriation until the date of payment.

4. If the fair market value is denominated in a currency that is not freely usable, the compensation referred to in paragraph 1(c), converted into the currency of payment at the market rate of exchange prevailing on the date of payment, shall be no less than:

(a) the fair market value on the date of expropriation, converted into a freely usable currency at the market rate of exchange prevailing on that date, plus

(b) interest at a commercially reasonable rate, for that freely usable currency, accrued from the date of expropriation until the date of payment.

5. This Article does not apply to the issuance of compulsory licences granted in relation to intellectual property rights in accordance with the TRIPS Agreement, or to the revocation, limitation or creation of intellectual property rights, to the extent that such issuance, revocation, limitation or creation is consistent with the TRIPS Agreement.

6. Notwithstanding paragraphs 1 and 2, any measure of expropriation by a Party relating to land, which shall be as defined in its applicable domestic legislation, shall be for a purpose and upon payment of compensation at market value in accordance with the aforesaid legislation.

(7) Article 7 (Expropriation and Compensation) shall be interpreted in accordance with Annexes 10-A (Customary International Law) and 10-B (Expropriation).

Article 8. Compensation for Losses

1. Each Party shall accord to investors of the other Party, and to covered investments, non-discriminatory treatment with respect to measures it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict or civil strife.

2. Notwithstanding paragraph 1, if an investor of a Party, in the situations referred to in paragraph 1, suffers a loss in the territory of the other Party resulting from:

(a) requisitioning of its covered investment or part thereof by the latter's forces or authorities; or

(b) destruction of its covered investment or part thereof by the latter's forces or authorities, which was not required by the necessity of the situation, the latter Party shall provide the investor restitution, compensation, or both, as appropriate, for such loss.

Article 9. Transfers

1. Each Party shall permit all transfers relating to a covered investment to be made freely and without delay into and out of its territory. (8)

(8) For greater certainty, the transfers referred to in this Article shall comply with relevant formalities stipulated by the laws and regulations, if any, of a Party relating to exchange administration.

Such transfers include:

(a) contributions to capital; (9)

(9) For greater certainty, contributions to capital include the initial contribution.

(b) profits, dividends, capital gains, and proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;

(c) interest, royalty payments, management fees, and technical assistance and other fees;

(d) payments made under a contract, including a loan agreement;

(e) payments made pursuant to Article 7 (Expropriation and Compensation) and Article 8 (Compensation for Losses);

(f) payments arising out of a dispute; and

(g) net earnings and remuneration of a natural person of the other Party who is employed and allowed to work in connection with a covered investment in its territory.

2. Each Party shall permit transfers relating to a covered investment to be made in a freely usable currency at the market rate of exchange prevailing at the time of transfer.

3. Each Party shall permit returns in kind relating to a covered investment to be made as authorised or specified in a written agreement between the Party and a covered investment or an investor of the other Party.

4. Notwithstanding paragraphs 1 through 3, a Party may prevent a transfer through the equitable, non-discriminatory, and good faith application of its laws and regulations relating to:

(a) bankruptcy, insolvency or the protection of the rights of creditors;

(b) issuing, trading or dealing in securities, futures, options or derivatives;

(c) criminal or administrative violations;

(d) financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;

(e) ensuring compliance with orders or judgments in judicial or administrative proceedings; or

(f) social security, public retirement or compulsory savings schemes.

5. For greater certainty, the transfers referred to in this Article shall comply with relevant formalities stipulated by the laws and regulations, if any, of a Party relating to exchange administration, insofar as such laws and regulations are not to be used as a means of avoiding a Party's obligations under this Chapter.

6. Nothing in this Chapter shall affect the rights and obligations of the members of the International Monetary Fund under the Articles of Agreement of the International Monetary Fund, including the use of exchange actions which are in conformity with the Articles of Agreement of the International Monetary Fund, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its obligations under this Chapter regarding such transactions, except under Article 10 (Measures to Safeguard the Balance of Payments) or at the request of the International Monetary Fund.

Article 10. Measures to Safeguard the Balance of Payments

1. Nothing in this Chapter shall be construed to prevent a Party from adopting or maintaining restrictions on payments or transfers relating to capital movements:

(a) in the event of serious balance of payments or external financial difficulties or threats thereof; or

(b) where, in exceptional circumstances, payments or transfers relating to capital movements cause or threaten to cause serious difficulties for macroeconomic management, in particular, monetary and exchange rate policies.

2. The restrictions referred to in paragraph 1 shall:

(a) not exceed a period of eighteen (18) months; however, if extremely exceptional circumstances arise such that a Party seeks to extend such restrictions, the Party will coordinate in advance with the other Party concerning the implementation of any proposed extension;

(b) be consistent with the Articles of the Agreement of the International Monetary Fund;

(c) not exceed those necessary to deal with the circumstances described in paragraph 1;

(d) avoid unnecessary damage to the commercial, economic and financial interests of the Parties;

(e) be temporary and phased out progressively as the situation described in paragraph 1 improves;

(f) promptly be notified to the other Party; and

(g) be applied on a non-discriminatory basis such that the other Party is treated no less favourably than any non-Party.

Article 11. Subrogation

1. If a Party, or any agency, institution, statutory body or corporation designated by the Party ("designated agency"), makes a payment to an investor of the Party under a guarantee, a contract of insurance or other form of indemnity that it has entered into with respect to a covered investment, the other Party, in whose territory the covered investment was made, shall recognise the subrogation or transfer of any rights the investor would have possessed under this Chapter, including any rights under Section B (Investor-State Dispute Settlement), with respect to the covered investment but for the subrogation, and the investor shall be precluded from pursuing such rights to the extent of the subrogation. The subrogated or transferred right or claim shall not be greater than the original right or claim of the investor.

2. Where a Party or designated agency of a Party has made a payment to an investor of that Party and has taken over rights and claims of the investor, that investor shall not, unless authorised to act on behalf of the Party or the designated agency of the Party making the payment, pursue those rights and claims against the other Party.

Article 12. Denial of Benefits (10)

1. A Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of that other Party and to investments of that investor, if a nonParty or persons of a non-Party own or control the enterprise and the denying Party:

(a) does not maintain diplomatic relations with the non-Party; or

(b) adopts or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the enterprise or to its investments.

2. A Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of the other Party and to investments of that investor, if the enterprise has no substantial business activities in the territory of the other Party and a non-Party, or persons of a non-Party or the denying Party, own or control the enterprise.

(10) For greater certainty, a Party may deny benefits of this Chapter under this Article, including access to dispute settlement under Section B (Investor-State Dispute Settlement), at any appropriate time.

Article 13. Transparency

1. Each Party shall ensure that its laws, regulations, procedures and administrative rulings of general application with respect to any matter covered by this Chapter are promptly published or otherwise made publicly available in such a manner as to enable interested persons or the other Party to become acquainted with them. Each Party shall endeavour to publish international investment treaties in force, pertaining to or affecting investors or investment activities.

2. For purposes of this Article, "administrative ruling of general application" means an administrative ruling or interpretation that applies to all persons and fact situations that fall generally within its ambit and that establishes a norm of conduct but does not include:

(a) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular covered investment or investor of the other Party in a specific case; or

(b) a ruling that adjudicates with respect to a particular act or practice.

3. To the extent possible, each Party should:

(a) publish in advance any measure referred to in paragraph 1 that it proposes to adopt; and

(b) provide interested persons and the other Party a reasonable opportunity to comment on such proposed measures.

Article 14. General Exceptions

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination against the other Party or its investors where like conditions prevail, or a disguised restriction on investments of investors of the other Party in the territory of a Party, nothing in this Chapter shall be construed to

prevent the adoption or enforcement by a Party of measures:

(a) necessary to protect public morals or to maintain public order (11);

(11) The public order exception may be invoked only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

(b) necessary to protect human, animal or plant life or health;

(c) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Chapter including those relating to:

(i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on a contract;

(ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(iii) safety;

(d) imposed for the protection of national treasures of artistic, historic or archaeological value; or

(e) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption.

Article 15. Security Exceptions

Nothing in this Chapter shall be construed:

(a) to require a Party to furnish or allow access to any information, the disclosure of which it determines to be contrary to its essential security interests; or

(b) to preclude a Party from applying measures that it considers necessary for the fulfillment of its obligations with respect to the maintenance or restoration of international peace or security, or the protection of its own essential security interests.

Article 16. Special Formalities and Information Requirements

1. Nothing in Article 3 (National Treatment) shall be construed to prevent a Party from adopting or maintaining a measure that prescribes special formalities in connection with covered investments, provided that such formalities do not materially impair the protections afforded by a Party to investors of the other Party and covered investments pursuant to this Chapter.

2. Notwithstanding Articles 3 (National Treatment) and 4 (Most-Favoured-Nation Treatment), a Party may require an investor of the other Party or its covered investment to provide information concerning that investment solely for informational or statistical purposes. The Party shall protect such confidential information from any disclosure that would prejudice the competitive position of the investor or the covered investment. Nothing in this paragraph shall be construed to prevent a Party from otherwise obtaining or disclosing information in connection with the equitable and good faith application of its law.

Article 17. Protection of Confidential Information

Nothing in this Chapter shall be construed to require a Party to furnish or allow access to confidential information, the disclosure of which it considers would be contrary to its law, or 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.

Article 18. Prudential Measures

1. Notwithstanding any other provision of this Chapter, a Party shall not be prevented from adopting or maintaining measures for prudential reasons, including for the protection of investors, depositors, policy holders, or persons to whom a fiduciary duty is owed by a financial services supplier, or to ensure the integrity and stability of the financial system.12 If these measures do not conform with the provisions of this Chapter to which this exception applies, they shall not be used as

a means of avoiding the Party's commitments or obligations under those provisions.

2. Nothing in this Chapter applies to non-discriminatory measures of general application taken by any public entity, as defined in sub-paragraph 5(c) of the Annex on Financial Services of the GATS, in pursuit of monetary and related credit policies or exchange rate policies. This paragraph shall not affect a Party's obligations under Article 9 (Transfers).

3. Where a claimant submits a claim to arbitration under Section B (Investor-State Dispute Settlement) and the respondent invokes paragraphs 1 or 2 as a defence, the following provisions shall apply:

(a) The respondent shall, either within one hundred and twenty (120) days of the date the claim is submitted to arbitration under Section B (Investor-State Dispute Settlement) or no later than a date the tribunal constituted under Section B (Investor-State Dispute Settlement) fixes, submit in writing to the competent financial authorities of the non-disputing Party a request for a joint determination by the competent financial authorities of both Parties on the issue of whether and to what extent paragraphs 1 or 2 is a valid defence to the claim. The respondent shall promptly provide the tribunal, if constituted, a copy of the request.

(b) The competent financial authorities of both Parties shall attempt in good faith to make a joint determination as described in sub-paragraph (a). Any such determination shall be transmitted promptly to the disputing parties and, if constituted, the tribunal under Section B (Investor-State Dispute Settlement). The determination shall be binding on the tribunal constituted under Section B (Investor-State Dispute Settlement).

(c) If the competent financial authorities of both Parties referred to in subparagraphs (a) and (b) have not made a joint determination within one hundred and twenty (120) days of the date of receipt of the respondent's written request for a joint determination under sub-paragraph (a), the respondent or the nondisputing Party may submit its claim to arbitration in accordance with Chapter 12 (Dispute Settlement) for a tribunal constituted under Chapter 12 (Dispute Settlement) to consider whether and to what extent paragraphs 1 or 2 is a valid defence to the claim. The final report of a tribunal constituted under Chapter 12 (Dispute Settlement) shall be binding on the tribunal constituted under Section B (Investor-State Dispute Settlement), and any decision or award issued by the tribunal constituted under Section B (Investor-State Dispute Settlement) must be consistent with the final report. The tribunal constituted under Chapter 12 (Dispute Settlement) shall transmit its final report to both Parties and to the tribunal constituted under Section B (Investor-State Dispute Settlement). 12 It is understood that the term "prudential reasons" also includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual financial institutions, as well as the maintenance of the safety and financial and operational integrity of payment and clearing systems.

(d) If the respondent or the non-disputing Party has not submitted its claim to arbitration in accordance with Chapter 12 (Dispute Settlement) within thirty (30) days after the expiration of the one hundred and twenty (120) days period referred to in sub-paragraph (c), the tribunal constituted under Section B (Investor-State Dispute Settlement) may proceed with respect to the claim.

(i) The tribunal constituted under Section B (Investor-State Dispute Settlement) shall draw no inference regarding the application of paragraphs 1 and 2 from the fact that the competent financial authorities have not made a determination as described in paragraphs 3(a), (b) and (c).

(ii) The non-disputing Party may make oral and written submissions to the tribunal constituted under Section B (Investor-State Dispute Settlement) regarding the issue of whether and to what extent paragraphs 1 or 2 is a valid defence to the claim. Unless it makes such a submission, the non-disputing Party shall be presumed, for the purposes of the arbitration, to take a position on paragraphs 1 and 2 that it is not inconsistent with that of the respondent.

4. The expertise or experience of any candidate with respect to financial services law or practice shall be taken into account in the appointment of arbitrators to the tribunals as referred to in paragraph 3.

Article 19. Taxation

1. Article 7 (Expropriation and Compensation) shall apply to taxation measures. An investor seeking to invoke Article 7 (Expropriation and Compensation) with respect to a taxation measure, may only submit its claim to arbitration under Section B (Investor-State Dispute Settlement) if:

(a) the claimant has first referred in writing to the competent taxation authorities of both Parties, at the time that it delivers its request of consultation under Article 25 (Consultations), the issue of whether that taxation measure involves an expropriation; and

(b) within one hundred and eighty (180) days after the date of such referral, the competent taxation authorities of both Parties do not agree to consider the issue, or having agreed to consider it, fail to agree that the taxation measure is not an

expropriation.

2. For the purposes of this Article, “competent taxation authorities” means:

(a) in the case of the People’s Republic of China, the Ministry of Finance and State Administration of Taxation or an authorised representative of the Ministry of Finance and State Administration of Taxation; and

(b) in the case of the Republic of Singapore, the Ministry of Finance;

or their successors.

3. Nothing in this Chapter shall affect the rights and obligations of a Party under any tax convention. In the event of any inconsistency between this Chapter and any such convention, that convention shall prevail to the extent of the inconsistency. In the case of a tax convention between the Parties, the competent authorities under that convention shall have sole responsibility for determining whether any inconsistency exists between this Chapter and that convention.

Article 20. Promotion of Investment

The Parties shall cooperate in promoting and increasing awareness through, amongst others:

(a) increasing investments between the Parties;

(b) organising investment promotion activities;

(c) promoting business matching events;

(d) organising and supporting the organisation of various briefings and seminars on investment opportunities and on investment laws, regulations and policies; and

(e) conducting information exchanges on other issues of mutual concern relating to investment promotion and facilitation.

Article 21. Facilitation of Investment

Subject to their laws and regulations, the Parties shall cooperate to facilitate investment between the Parties through, amongst others:

(a) creating the necessary environment for all forms of investment;

(b) simplifying procedures for investment applications and approvals;

(c) promoting dissemination of investment information, including investment laws, regulations, policies and procedures; and

(d) establishing or maintaining either contact points, one-stop investment centres or similar mechanisms in the respective host Parties to provide assistance and advisory services to the business sectors including facilitation of operating licences and permits.

Article 22. Work Programme for Subsequent Negotiations on Investment

1. The Parties agree to conduct subsequent negotiations on investment, addressing investment liberalisation based on a negative listing approach covering all kinds of investment including the supply of services through commercial presence.

2. Unless the Parties agree otherwise, such negotiations on investment shall include, but not be limited to the provisions on National Treatment, Most-FavouredNation Treatment, Prohibition of Performance Requirements, Senior Management and Board of Directors, Non-Conforming Measures and associated schedules of reservations, and Investor-State Dispute Settlement.

3. The Parties shall endeavour to commence the subsequent negotiations no later than one (1) year after the date of entry into force of this Chapter, and endeavour to conclude the negotiations within two (2) years from the date of the commencement of the negotiations.

Article 23. Transition Arrangement

1. Upon entry into force of this Chapter, the Agreement Between the Government of the People’s Republic of China and the Government of the Republic of Singapore on the Promotion and Protection of Investments, signed on 21 November 1985,

shall terminate. (13)

(13) For the avoidance of doubt, paragraph 3 of Article 16 of the Agreement Between the Government of the People's Republic of China and the Government of the Republic of Singapore on the Promotion and Protection of Investments, shall not be applicable upon entry into force of this Chapter.

2. Notwithstanding paragraph 1, a claim may be submitted pursuant to relevant provisions of the Agreement Between the Government of the People's Republic of China and the Government of the Republic of Singapore on the Promotion and Protection of Investments, regarding any act or fact that took place or any situation that existed while the said Agreement was in force, and provided that no more than three (3) years have elapsed since the date of the entry into force of this Chapter.

Section B. Investor-State Dispute Settlement

Article 24. Scope

1. This Section shall apply to disputes between a Party and an investor of the other Party concerning an alleged breach of an obligation of the former under Article 3 (National Treatment), Article 4 (Most-Favoured-Nation Treatment), Article 5 (Minimum Standard of Treatment), Article 7 (Expropriation and Compensation), Article 8 (Compensation for Losses) and Article 9 (Transfers), which causes loss or damage to the investor or its investment.

2. This Section shall not apply to any dispute concerning any measure adopted or maintained or any treatment accorded to investors or investments by a Party in respect of tobacco or tobacco-related products (14).

(14) For the purpose of this Chapter, "tobacco or tobacco-related products" means products under Chapter 24 (Tobacco and Manufactured Tobacco Substitutes) and tobacco-related products falling outside Chapter 24 (Tobacco and Manufactured Tobacco Substitutes) of the Harmonized Commodity Description and Coding System of the World Customs Organization.

Article 25. Consultations

1. In the event of an investment dispute, if the claimant intends to submit the dispute to arbitration, the claimant shall first deliver to the respondent a written request for consultation. (15) The request shall:

(15) For greater certainty, the request for consultation shall be sent to the government body listed in Annex 10-C (Service of Documents on a Party).

(a) specify the name and address of the claimant and, where a claim is submitted on behalf of an enterprise of the respondent that is a juridical person which the claimant owns or controls directly or indirectly, specify the name, address, and place of incorporation of the enterprise;

(b) for each claim, identify the provision of this Chapter alleged to have been breached and any other relevant provisions;

(c) for each claim, identify the measures or events giving rise to the claim;

(d) for each claim, indicate whether the claim is made by the claimant on its own behalf or on behalf of the enterprise;

(e) for each claim, provide a brief summary of the legal and factual basis sufficient to present the problem clearly; and

(f) specify the relief sought, the approximate amount of damages claimed and its standard or basis for calculation.

2. After a request for consultations is made pursuant to this Section, the claimant and the respondent shall initially seek to resolve the dispute through consultations.

3. If the disputing parties reach a mutually agreed solution to a dispute or certain claims thereof formally raised under this Section, they shall abide by and comply with the mutually agreed solution reached under this Article without delay.

Article 26. Submission of a Claim to Arbitration

1. In the event that an investment dispute cannot be settled by consultations under Article 25 (Consultations) within one

hundred and eighty (180) days after the date of receipt of the request for consultations,

(a) the claimant, on its own behalf, may submit to arbitration under this Section a claim:

(i) that the respondent has breached an obligation under Article 3 (National Treatment), Article 4 (Most-Favoured-Nation Treatment), Article 5 (Minimum Standard of Treatment), Article 7 (Expropriation and Compensation), Article 8 (Compensation for Losses) and Article 9 (Transfers); and

(ii) that the claimant has incurred loss or damage by reason of, or arising out of, that breach; or

(b) the claimant, on behalf of an enterprise of the respondent that is a juridical person which the claimant owns or controls directly or indirectly, may submit to arbitration under this Section a claim:

(i) that the respondent has breached an obligation under Article 3 (National Treatment), Article 4 (Most-Favoured-Nation Treatment), Article 5 (Minimum Standard of Treatment), Article 7 (Expropriation and Compensation), Article 8 (Compensation for Losses) and Article 9 (Transfers); and

(ii) that the enterprise has incurred loss or damage by reason of, or arising out of, that breach.

2. (a) A claimant may not initiate or continue a claim under this Section, if another claim involving the same measure or measures alleged to constitute a breach under Article 24 (Scope) and arising from the same events or circumstances is initiated or continued pursuant to an agreement between the respondent and a non-Party by:

(i) a person of a non-Party that owns or controls, directly or indirectly, the claimant; or

(ii) a person of a non-Party that is owned or controlled, directly or indirectly, by the claimant.

(b) Notwithstanding paragraph 2(a), the claim may proceed if the respondent agrees that the claim may proceed, or if the claimant and the person of a non-Party agree to consolidate the claims under the respective agreements before a tribunal constituted under this Section.

3. A claimant may submit a claim referred to in paragraph 1:

(a) under the ICSID Convention and the ICSID Rules of Procedure for Arbitration Proceedings, provided that both the respondent and the nondisputing Party are parties to the ICSID Convention;

(b) under the ICSID Additional Facility Rules, provided that either the respondent or the non-disputing Party is a party to the ICSID Convention;

(c) under the UNCITRAL Arbitration Rules; (16)

(16) "UNCITRAL Arbitration Rules" means the Arbitration Rules of the United Nations Commission on International Trade Law, as adopted by the United Nations General Assembly on 15 December 1976, as revised in 2010. For greater certainty, the UNCITRAL Rules on Transparency in Treaty-Based Investor-State Arbitration shall not be applicable.

(d) if the claimant and respondent agree, to any other arbitration institution or under any other arbitration rules.

4. A claim shall be deemed submitted to arbitration under this Section when the claimant's notice of or request for arbitration ("notice of arbitration"):

(a) referred to in paragraph 1 of Article 36 of the ICSID Convention is received by the Secretary-General;

(b) referred to in Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary-General;

(c) referred to in Article 3 of the UNCITRAL Arbitration Rules, together with the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules, are received by the respondent; or

(d) referred to under any arbitral institution or arbitral rules selected under paragraph 3(d) is received by the respondent.

A claim asserted by the claimant for the first time after such notice of arbitration is submitted shall be deemed submitted to arbitration under this Section on the date of its receipt under the applicable arbitration rules.

5. The arbitration rules applicable under paragraph 3 that are in effect on the date the claim or claims were submitted to arbitration under this Section shall govern the arbitration except to the extent modified by this Chapter.

6. A notice of arbitration shall:

(a) specify the name and address of the claimant and, where a claim is submitted on behalf of an enterprise of the respondent that is a juridical person which the claimant owns or controls directly or indirectly, specify the name, address, and place of incorporation of the enterprise;

(b) for each claim, identify the provision of this Chapter alleged to have been breached and any other relevant provisions;

(c) for each claim, identify the measure or event giving rise to the claim;

(d) for each claim, indicate whether the claim is made by the claimant on its own behalf or on behalf of the enterprise;

(e) for each claim, provide the legal and factual basis sufficient to present the problem clearly; and

(f) specify the relief sought, the approximate amount of damages claimed and its standard or basis for calculation.

7. The claimant shall provide with the notice of arbitration:

(a) the name of the arbitrator that the claimant appoints; or

(b) the claimant's written consent for the Secretary-General to appoint that arbitrator.

Article 27. Consent of Each Party to Arbitration

1. Each Party consents to the submission of a claim to arbitration under this Section, provided that the claim is submitted in accordance with the provisions of this Chapter. Failure to meet any of the conditions and limitations provided for in Article 28 (Conditions and Limitations on Consent of Each Party) shall nullify that consent.

2. The consent under paragraph 1 and the submission of a claim to arbitration under this Section shall be deemed to satisfy the requirements of:

(a) Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the ICSID Additional Facility Rules for written consent of the parties to the dispute; and

(b) Article II of the New York Convention for an "agreement in writing".

Article 28. Conditions and Limitations on Consent of Each Party

1. No claim may be submitted to arbitration under this Section if more than three (3) years have elapsed from the date on which the claimant first acquired, or should have first acquired, knowledge of the breach alleged under paragraph 1 of Article 26 (Submission of a Claim to Arbitration) and knowledge that the claimant (for claims brought under paragraph 1(a) of Article 26 (Submission of a Claim to Arbitration) or the enterprise (for claims brought under paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration)) has incurred loss or damage.

2. No claim may be submitted to arbitration under this Section unless:

(a) the claimant has complied with the rules and procedures set forth in Article 25 (Consultations) and 26 (Submission of a Claim to Arbitration);

(b) the claim has been included in the request for consultations submitted by the claimant in accordance with Article 25 (Consultations);

(c) the claimant consents in writing to arbitration in accordance with the procedures set out in this Chapter, and,

(d) the notice of arbitration is accompanied,

(i) for claims submitted to arbitration under paragraph 1(a) of Article 26 (Submission of a Claim to Arbitration), by the claimant's written waiver, and

(ii) for claims submitted to arbitration under paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration), by the claimant's and the enterprise's written waivers, of any right to initiate or continue before any administrative tribunal or court under the law of either Party, or other dispute settlement procedures, any proceeding with respect to any measure or event alleged to constitute a breach referred to in Article 26 (Submission of a Claim to Arbitration).

3. Notwithstanding paragraph 2(d), the claimant (for claims brought under paragraph 1(a) of Article 26 (Submission of a

Claim to Arbitration), and the claimant or the enterprise (for claims brought under paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration)) may initiate or continue an action before a judicial or administrative tribunal of the respondent, which seeks interim injunctive relief and does not involve the payment of monetary damages, provided that the action is brought for the sole purpose of preserving the claimant's or the enterprise's rights and interests during the pendency of the arbitration.

Article 29. Constitution of the Tribunal

1. Unless the disputing parties agree otherwise, the tribunal shall comprise three (3) arbitrators, one (1) arbitrator appointed by each of the disputing parties and the third, who shall be the presiding arbitrator, appointed by agreement of the disputing parties.

2. The Secretary-General shall serve as appointing authority for an arbitration under this Section.

3. If a tribunal has not been constituted within ninety (90) days after the date on which a claim is submitted to arbitration under this Section, the appointing authority, on the request of a disputing party, shall appoint, in his or her discretion, the arbitrator or arbitrators not yet appointed.

4. Unless both disputing parties agree, the appointing authority shall not appoint a presiding arbitrator who is a national of either Party.

5. All arbitrators appointed pursuant to this Section shall have expertise or experience in public international law, international trade law or international investment rules. They shall be independent of, and not be affiliated with or take instructions from any organisation or the government of either Party.

6. For the purposes of Article 39 of the ICSID Convention and Article 7 of Schedule C to the ICSID Additional Facility Rules, and without prejudice to an objection to an arbitrator on a ground other than nationality:

(a) the respondent agrees to the appointment of each individual member of a tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;

(b) a claimant referred to in paragraph 1(a) of Article 26 (Submission of a Claim to Arbitration) may submit a claim to arbitration under this Section, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the claimant agrees in writing to the appointment of each individual member of the tribunal; and

(c) a claimant referred to in paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration) may submit a claim to arbitration under this Section, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only on condition that the claimant and the enterprise agree in writing to the appointment of each individual member of the tribunal.

Article 30. Conduct of the Arbitration

1. The disputing parties may agree on the legal place of any arbitration under the arbitral rules applicable under paragraph 3 of Article 26 (Submission of a Claim to Arbitration). If the disputing parties fail to reach agreement, the tribunal shall determine the place in accordance with the applicable arbitral rules, provided that the place shall be in the territory of a State that is a party to the New York Convention.

2. The non-disputing Party may make oral and written submissions to the tribunal regarding the interpretation of this Agreement.

3. Notwithstanding paragraph 2, without written consent of the disputing parties, the tribunal shall have no authority to accept and consider amicus curiae submissions from a person or entity that is not a disputing party.

4. Without prejudice to a tribunal's authority to address other objections as a preliminary question, such as an objection that a dispute is not within the competence of the tribunal, including an objection to the tribunal's jurisdiction, a tribunal shall address and decide as a preliminary question any objection by the respondent that, as a matter of law, a claim submitted is not a claim for which an award in favour of the claimant may be made under Article 35 (Awards).

(a) Such objection shall be submitted to the tribunal as soon as possible after the tribunal is constituted, and in no event later than the date the tribunal fixes for the respondent to submit its counter-memorial or, in the case of an amendment to the notice of arbitration, the date the tribunal fixes for the respondent to submit its response to the amendment.

(b) On receipt of an objection under this paragraph, the tribunal shall suspend any proceedings on the merits, establish a

schedule for considering the objection consistent with any schedule it has established for considering any other preliminary question, and issue a decision or award on the objection, stating the grounds therefor.

(c) In deciding an objection under this paragraph, the tribunal shall assume to be true, the claimant's factual allegations in support of any claim in the notice of arbitration and, in disputes brought under the UNCITRAL Arbitration Rules, the statement of claim referred to in Article 20 of the UNCITRAL Arbitration Rules. The tribunal may also consider any relevant facts not in dispute.

(d) The respondent does not waive any objection as to competence, including any objection to jurisdiction, or any argument on the merits merely because the respondent did or did not raise an objection under this paragraph or make use of the expedited procedure set out in paragraph 5.

5. In the event that the respondent so requests within forty-five (45) days after the tribunal is constituted, the tribunal shall decide on an expedited basis an objection under paragraph 4 or any objection that the dispute is not within the tribunal's competence, including an objection that the dispute is not within the tribunal's jurisdiction. The tribunal shall suspend any proceedings on the merits and issue a decision or award on the objection(s), stating the grounds therefor, no later than one hundred and fifty (150) days after the date of the request. However, if a disputing party requests a hearing, the tribunal may take an additional thirty (30) days to issue the decision or award. Regardless of whether a hearing is requested, a tribunal may, on a showing of extraordinary cause, delay issuing its decision or award by an additional brief period, which may not exceed thirty (30) days.

6. When the tribunal decides a respondent's objection under paragraphs 4 or 5, the tribunal may, if warranted, award to the prevailing disputing party reasonable costs and attorney's fees incurred in submitting or opposing the objection.
In determining whether such an award is warranted, the tribunal shall consider whether either the claimant's claim or the respondent's objection was frivolous, and shall provide the disputing parties a reasonable opportunity to comment.

7. For greater certainty, if a claimant submits a claim to arbitration under this Section, the claimant has the burden of proving all elements of its claim, consistent with general principles of law applicable to international arbitration.

8. Without prejudice to Article 11 (Subrogation), a respondent may not assert as a defence, counterclaim, right of set-off, or for any other reason that the claimant or the enterprise referred to in paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration) has received or will receive indemnification or other compensation for all or part of the alleged damages pursuant to an indemnity, guarantee or insurance contract.

Article 31. Transparency of Arbitral Proceedings

1. Subject to paragraphs 2 and 4, the respondent shall, after receiving the following documents, promptly transmit them to the non-disputing Party:

(a) the request for consultations;

(b) the notice of arbitration;

(c) pleadings, memorials, and briefs submitted to the tribunal by a disputing party and any written submissions submitted pursuant to Article 34 (Consolidation);

(d) minutes or transcripts of hearings of the tribunal, where available; and

(e) orders, awards, and decisions of the tribunal.

2. Subject to agreement by the disputing parties, the tribunal may conduct hearings open to the public and, in such case, shall determine, in consultation with the disputing parties, the appropriate logistical arrangements. However, any disputing party that intends to use information designated as protected information or otherwise subject to paragraph 3 in a hearing shall so advise the tribunal. The tribunal shall make appropriate arrangements to protect the information from disclosure.

3. Nothing in this Section requires a respondent to disclose protected information or to furnish or allow access to information that it may withhold in accordance with Article 15 (Security Exceptions) or Article 17 (Protection of Confidential Information).

4. Any protected information that is submitted to the tribunal shall be protected from disclosure in accordance with the following procedures:

(a) neither the disputing parties nor the tribunal shall disclose to any nondisputing Party or to the public any protected

information where the disputing party that provided the information clearly designates it in accordance with sub-paragraph (b);

(b) any disputing party claiming that certain information constitutes protected information shall clearly designate the information at the time it is submitted to the tribunal; and

(c) a disputing party shall, within seven (7) days after it submits a document containing information claimed to be protected information, submit a redacted version of the document that does not contain the information. Only the redacted version shall be disclosed in accordance with paragraph 1.

Article 32. Governing Law

1. When a claim is submitted under Article 26 (Submission of a Claim to Arbitration), the tribunal shall decide the issues in dispute in accordance with this Agreement and applicable rules of international law. (17)

(17) For greater certainty, this provision is without prejudice to any consideration of the domestic law of the respondent when it is relevant to the claim as a matter of fact.

2. A joint decision of the Parties, declaring their interpretation of a provision of this Chapter shall be binding on a tribunal of any ongoing or subsequent dispute, and any decision or award issued by such a tribunal must be consistent with that joint decision.

Article 33. Expert Reports

Without prejudice to the appointment of other kinds of experts where authorised by the applicable arbitration rules, a tribunal, at the request of a disputing party or, unless the disputing parties disapprove, on its own initiative, may appoint one or more experts to report to it in writing on any factual issue concerning environmental, health, safety or other scientific matters raised by a disputing party in a proceeding, subject to such terms and conditions as the disputing parties may agree.

Article 34. Consolidation

Where two or more claims have been submitted separately to arbitration under this Section and the claims have a question of law or fact in common and arise out of the same events or circumstances, all concerned disputing parties may agree to consolidate those claims in any manner they deem appropriate.

Article 35. Awards

1. Where a tribunal makes a final award against a respondent, the tribunal may award, separately or in combination, only:

(a) monetary damages and any applicable interest; and

(b) restitution of property, in which case the award shall provide that the respondent may pay monetary damages and any applicable interest in lieu of restitution.

2. A tribunal may also award costs and attorney's fees in accordance with this Section and the applicable arbitration rules.

3. For greater certainty, if an investor of a Party submits a claim to arbitration under paragraph 1(a) of Article 26 (Submission of a Claim to Arbitration), it may only recover for loss or damage that it has incurred in its capacity as an investor of a Party.

4. Subject to paragraph 1, where a claim is submitted to arbitration under paragraph 1(b) of Article 26 (Submission of a Claim to Arbitration):

(a) any award of restitution of property shall provide that restitution be made to the enterprise;

(b) any award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise; and

(c) the award shall provide that it is made without prejudice to any right that any person may have under applicable domestic law in relation to the relief.

5. A tribunal shall not award punitive damages.

6. A disputing party shall not seek enforcement of a final award until:

(a) in the case of a final award made under the ICSID Convention:

(i) one hundred and twenty (120) days have elapsed from the date the award was rendered and no disputing party has requested revision or annulment of the award; or

(ii) revision or annulment proceedings have been completed; and

(b) in the case of a final award made under the ICSID Additional Facility Rules, the UNCITRAL Arbitration Rules or the rules selected pursuant to paragraph 3(d) of Article 26 (Submission of a Claim to Arbitration):

(i) ninety (90) days have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to revise, set aside or annul the award; or

(ii) a court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.

7. An award made by a tribunal shall have no binding force except between the disputing parties and in respect of the particular case.

8. In the event that an appellate mechanism for reviewing awards rendered by investor-State dispute settlement tribunals is developed in the future under other institutional arrangements, the Parties shall consider whether awards rendered under this Article should be subject to that appellate mechanism.

Article 36. Service of Documents

Delivery of notice and other documents to a Party shall be made to the place named for that Party listed in Annex 10-C (Service of Documents on a Party).

Section C. Definitions

For the purposes of this Chapter:

“Centre” means the International Centre for Settlement of Investment Disputes established by the ICSID Convention.

“claimant” means an investor of a Party that is a party to an investment dispute with the other Party. If that investor is a natural person, who is a permanent resident of a Party and a national of the other Party, that natural person may not submit a claim to arbitration against that latter Party.

“covered investment” means, with respect to a Party, an investment in its territory of an investor of the other Party, in existence as of the date of entry into force of this Chapter or established, acquired, or expanded thereafter and which, where applicable, has been admitted in accordance with relevant laws and regulations of the former Party.

“disputing parties” means the claimant and the respondent.

“disputing party” means either the claimant or the respondent.

“enterprise” means any entity constituted or organised under applicable law, whether or not for profit, and whether privately or governmentally owned or controlled, including a corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organization; and a branch of an enterprise.

“enterprise of a Party” means an enterprise constituted or organised under the law of a Party and a branch located in the territory of a Party and carrying out business activities there.

“existing” means in effect on the date of entry into force of this Chapter.

“freely usable currency” means “freely usable currency” as determined by the International Monetary Fund under its Articles of Agreement.

“government procurement” means the process by which a government obtains the use of or acquires goods or services, or any combination thereof, for governmental purposes and not with a view to commercial sale or resale, or use in the production or supply of goods or services for commercial sale or resale.

“ICSID Additional Facility Rules” means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes.

“ICSID Convention” means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington, 18 March 1965. “investment” means every asset that an investor owns or controls, directly or indirectly, that has the following characteristics of an investment, including such characteristics as the commitment of capital or other resources, the expectation of gain or profit, or the assumption of risk. Forms that an investment may take include: (18)

(18) The term “investment” does not include an order or judgment entered in a judicial or administrative action.

(a) an enterprise;

(b) shares, stock, and other forms of equity participation in an enterprise;

(c) bonds, debentures, other debt instruments, and loans (including loans to, or debt securities issued by a Party);(19)

(19) Some forms of debt, such as bonds, debentures, and long-term notes, are more likely to have the characteristics of an investment, while other forms of debt, such as claims to payment that are immediately due and result from the sale of goods or services, are less likely to have such characteristics.

(d) futures, options and other derivatives;

(e) turnkey, construction, management, production, concession, revenuesharing, and other similar contracts;

(f) intellectual property rights;

(g) licences, authorisations, permits, and similar rights conferred pursuant to domestic law; (20) and

(20) Whether a particular type of licence, authorisation, permit, or similar instrument (including a concession, to the extent that it has the nature of such an instrument) has the characteristics of an investment also depends on such factors as the nature and extent of the rights that the holder has under the law of the Party. Among the licences, authorisations, permits, and similar instruments that do not have the characteristics of an investment are those that do not create any rights protected under domestic law. For greater certainty, the foregoing is without prejudice to whether any asset associated with the licence, authorisation, permit, or similar instrument has the characteristics of an investment.

(h) other tangible or intangible, movable or immovable property, and related property rights, such as leases, mortgages, liens, and pledges.

“investor of a non-Party” means, with respect to a Party, an investor that attempts to make, is making, or has made an investment in the territory of that Party, that is not an investor of a Party.

“investor of a Party” means a Party, a national or an enterprise of a Party, that attempts to make, is making, or has made an investment in the territory of the other Party.

“measure” means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, or any other form.

“national” means:

(a) for the People's Republic of China, a natural person who is a national of the People's Republic of China as defined in the Nationality Law of the People's Republic of China; and

(b) for the Republic of Singapore, a citizen of Singapore within the meaning of its Constitution and its domestic laws.

“non-disputing Party” means the Party that is not a party to an investment dispute.

“person” means a natural person or an enterprise.

“person of a Party” means a national or an enterprise of a Party.

“protected information” means confidential information or information that is privileged or otherwise protected from disclosure under a Party’s law.

“respondent” means the Party that is a party to an investment dispute.

“Secretary-General” means the Secretary-General of ICSID.

Annex 10-A. Customary International Law

The Parties confirm their shared understanding that “customary international law” generally and as specifically referenced in Article 5 (Minimum Standard of Treatment) and Annex 10-B (Expropriation) results from a general and consistent practice of States that they follow from a sense of legal obligation. With regard to Article 5 (Minimum Standard of Treatment), the customary international law minimum standard of treatment of aliens refers to all customary international law principles that protect the economic rights and interests of aliens.

Annex 10-B. Expropriation

The Parties confirm their shared understanding that:

1. Article 7 (Expropriation and Compensation) is intended to reflect customary international law concerning the obligation of States with respect to expropriation.

2. An action or a series of actions by a Party cannot constitute an expropriation unless it interferes with a tangible or intangible property right or property interest in an investment.

3. Article 7 (Expropriation and Compensation) addresses two scenarios. The first is direct expropriation, where an investment is nationalised or otherwise directly expropriated through formal transfer of title or outright seizure.

4. The second situation addressed by Article 7 (Expropriation and Compensation) is indirect expropriation, where an action or series of actions by a Party has an effect equivalent to direct expropriation without formal transfer of title or outright seizure.

(a) The determination of whether an action or series of actions by a Party, in a specific fact situation, constitutes an indirect expropriation, requires a caseby-case, fact-based inquiry that considers, among other factors:

(i) the economic impact of the government action, although the fact that an action or series of actions by a Party has an adverse effect on the economic value of an investment, standing alone, does not establish

that an indirect expropriation has occurred;

(ii) the extent to which the government action interferes with distinct, reasonable, investment-backed expectations; and

(iii) the character and objective of the government action.

(b) Except in rare circumstances, non-discriminatory regulatory actions by a Party that are designed and applied to protect legitimate public welfare objectives, such as public morals, public health, safety and the environment, do not constitute indirect expropriations.

Annex 10-C. Service of Documents on a Party

People’s Republic of China

Notices and other documents shall be served on the People’s Republic of China by delivery to:

Department of Treaty and Law

Ministry of Commerce of the People’s Republic of China

2 Dong Chang’an Avenue

Beijing, 100731

People’s Republic of China

Republic of Singapore

Notices and other documents shall be served on the Republic of Singapore by delivery to:

Ministry of Trade and Industry

100 High Street #09-01

Singapore 179434

Republic of Singapore

Chapter 11. Economic Co-operation

Article 1. Objectives

1. The objectives of this Chapter are:

(a) to further strengthen bilateral cooperation in view of recent regional and international strategic developments;

(b) to reaffirm existing arrangements already in place for bilateral cooperation; and

(c) to explore new areas of collaboration between the Parties.

2. The areas of cooperation may include, but are not limited to:

(a) Cooperation under the Belt and Road Initiative;

(b) Trade and Investment Promotion;

(c) Participation in China's Regional Development;

(e) Tourism Cooperation;

(e) Human Resource Development;

(f) Facilitation of "Go Global" Efforts of Chinese Enterprises.

Article 2. Cooperation Under the Belt and Road Initiative

1. Recognising that the Belt and Road Initiative is important for deepening all round cooperation between the Parties, realising the goal of common development, developing and strengthening connectivity and promoting regional peace and development, the Parties will jointly promote cooperation on the Belt and Road Initiative and explore the converging points between the Belt and Road Initiative and each Party's national development priorities, thereby enhancing win-win cooperation and co-prosperity.

2. Guided by the principle that "the Belt and Road Initiative be jointly implemented through consultation to meet the interests of all", the Parties will carry out cooperation in areas such as coordination enhancement, connectivity enhancement, trade connectivity, financial integration and people-to-people ties. The Parties shall strengthen connectivity and mutual support, and draw on each Party's experience.

3. The Parties will strengthen cooperation under the Belt and Road Initiative, including in the three platforms of infrastructure connectivity, financial connectivity and third party cooperation.

4. The Parties will jointly promote the connectivity of the Belt and Road through the existing bilateral cooperation mechanisms, such as the China-Singapore Joint Council for Bilateral Cooperation (JCBC), and multilateral mechanisms participated by the Parties to explore new opportunities of cooperation and coordinate, where applicable, on major issues of cooperation.

Article 3. Trade and Investment Promotion

1. Recognising that strong trade and investment flows are important for the development of their respective economies, the Parties shall explore strengthening cooperation in trade and investment promotion.

2. To achieve the above, the Parties shall encourage and facilitate activities which include the following:

(a) policy dialogue to promote and expand trade and investment between the Parties;

(b) exchanging views on important economic and trade issues, and holding consultations to solve common problems relating to bilateral trade and investment;

(c) jointly identifying priority sectors with strong cooperation potential based on the Parties' complementary strengths, and exploring ways of collaboration in the identified sectors;

(d) supporting exchanges and dialogues between the business communities of the Parties; and

(e) reinforcing economic cooperation between the Parties, including in third countries.

3. The Parties shall guide and co-ordinate cooperation in trade and investment promotion through the existing mechanisms of the national-level JCBC, the Investment Promotion Committee (IPC), the MOFCOM–MTI Dialogue and provincial-level business councils. The Parties shall continually strengthen the Government-toGovernment mechanisms, and explore new means of cooperation toward this end.

4. The Parties note that the participation of semi-official and non-official organisations in the area of trade and investment promotion has positive effect on bilateral economic cooperation. The Parties agree to support these organisations, where possible, to foster trade and investment promotion activities.

5. The Parties note the importance of accelerating and promoting broader exchanges and cooperation between the business communities of the Parties and shall encourage business promotion activities so as to foster exchanges and networking among their respective enterprises.

Article 4. Participation In China's Regional Development

1. Recognising that participation in China's regional development is a key pillar in bilateral relations, which is exemplified by the flagship Suzhou Industrial Park project, the Parties shall continue to work closely to broaden and deepen cooperation in this area.

2. Noting that the flagship Sino-Singapore Tianjin Eco-city project is another key step forward in bilateral cooperation in regional development, both Parties agree to work closely with a view to developing the city as a model for sustainable development and enhance cooperation in areas including environmental protection and resource and energy conservation.

3. Recognising that the China-Singapore (Chongqing) Demonstration Initiative on Strategic Connectivity is the key priority demonstration project under China's Belt and Road Initiative, Western Region Development and Yangtze River Economic Belt strategies, both Parties agree to work closely in four priority areas of collaboration, viz. financial services, aviation, transport and logistics, and information and communications technology, in order to enhance connectivity and drive the development of Western China. The Parties also agree to accord the Initiative with necessary innovative measures, including but not limited to policy and institutional innovations, which shall be consistent with China's Comprehensive Deepening of Reforms.

4. The Parties reaffirm the role of the bilateral provincial business councils as the important mechanism of their cooperation to support China's regional development initiatives. The Parties agree to strengthen their existing collaboration as well as explore new areas of cooperation through the councils.

5. The Parties shall also work with the respective business chambers in China and Singapore to encourage participation in regional trade fairs in China.

6. The Parties agree in-principle that any business collaboration should be commercially led and the governments should play a facilitative role.

Article 5. Tourism Cooperation

1. Recognising that strong tourism and people-to-people flows are important for the long-term development of their respective economies, the Parties shall continue to strengthen cooperation in tourism promotion and exchanges through regular dialogues.

2. The Parties shall continue to further co-operate in the field of tourism. The Parties also note the importance of expanding and deepening tourism cooperation, in particular, to increase edu-tourism and student exchanges.

3. The Parties shall co-operate in good faith to promote tourism by exploring ways and initiatives to introduce greater convenience to travellers. This would further enhance the mutual understanding and friendly exchanges between the peoples of the Parties.

4. Each Party will encourage the participation of the tourism enterprises in travel marts, exhibitions and tourism festivals so as to enhance two-way communication and cooperation, with a view to deepening understanding of the needs of tourists

from the other Party and improving the quality of service.

Article 6. Human Resource Development

1. Recognising that human resource development is a key pillar in bilateral relations, the Parties agree to continue conducting bilateral exchanges and training programmes for officials in order to enhance cooperation in human resources training and development, and deepen mutual understanding and friendship between both countries. In this regard, the Parties recognise the arrangements established under the Framework Agreement between the Ministry of Foreign Affairs of the Republic of Singapore and the Ministry of Foreign Affairs of the Peoples' Republic of China on the Exchange Programme for Middle- to Senior-Level Officials (2015-2019), signed on 27 October 2014.

Article 7. Facilitation of "Go Global" Efforts of Chinese Enterprises

1. Recognising that facilitating the "Go Global" efforts of Chinese enterprises is a key pillar of bilateral cooperation, the Parties shall intensify their collaboration in this area.

2. The Parties shall explore more ways to facilitate business exchanges and promote awareness amongst Chinese companies on the advantages of using Singapore as an effective regional platform as well as explore collaborative opportunities in third country markets.

3. The Parties agree that any business collaboration should be commercially led and the role that governments can play is to raise awareness of such opportunities and provide platforms such as business seminars and networking sessions to facilitate exchanges.

4. The Parties shall constantly explore new avenues of collaboration through platforms such as the MOFCOM–MTI Dialogue, the IPC and the JCBC.

Chapter 12. Dispute Settlement

Article 91. Definitions

Unless otherwise provided, for the purposes of this Chapter:

(a) complaining Party means the Party that requests consultations under Article 94 (Consultations); and

(b) Party complained against means the Party to which the request for consultations is made under Article 94 (Consultations).

Article 92. Scope and Coverage

1. This Chapter shall apply to disputes arising under this Agreement which shall also include the Annexes and the contents therein.

2. Any special or additional rules and procedures on dispute settlement for application to this Chapter may be made with the consent of the Parties.

3. Unless otherwise provided for in this Agreement, or as the Parties may otherwise agree, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning their respective rights and obligations under this Agreement.

4. This Chapter may be invoked in respect of measures affecting the observance of this Agreement taken by central, regional or local governments or authorities within the territory of a Party.

5. Subject to paragraph 6, nothing in this Chapter shall prejudice any right of the Parties to have recourse to dispute settlement procedures available under any other treaty to which they are parties.

6. Once dispute settlement proceedings have been initiated under this Chapter or under any other treaty to which the Parties are parties, concerning a particular right or obligation arising under this Agreement or that other treaty, the forum selected by the complaining Party shall be used to the exclusion of any other for such dispute.

7. Paragraphs 5 and 6 shall not apply where the Parties expressly agree to the use of more than one dispute settlement forum in respect of that particular dispute.

8. For the purposes of paragraphs 5, 6 and 7, the complaining Party shall be deemed to have selected a forum when it has requested the establishment of, or referred a dispute to, a dispute settlement panel or tribunal in accordance with this Chapter or any other agreement to which the Parties are parties.

Article 93. Liaison Office

1. For the purposes of this Chapter, each Party shall:

(a) designate an office that shall be responsible for all liaison affairs referred to in this Chapter;

(b) be responsible for the operation and costs of its designated office; and

(c) notify the other Party of the location and address of its designated office within thirty (30) days after the completion of its domestic procedures for the entry into force of this Agreement.

2. Unless otherwise provided in this Chapter, the submission of any request or document under this Chapter to the designated office of a Party shall be deemed to be the submission of that request or document to that Party.

Article 94. Consultations

1. A Party complained against shall accord due consideration and adequate opportunity for consultations regarding a request for consultations made by the complaining Party with respect to any matter affecting the implementation or application of this Agreement whereby:

(a) any benefit accruing to the complaining Party directly or indirectly under this Agreement is being nullified or impaired; or

(b) the attainment of any objective of this Agreement is being impeded, as a result of the failure of the Party complained against to carry out its obligations under this Agreement.

2. Any request for consultations shall be submitted in writing, which shall include the specific measures at issue, and the factual and legal basis (including the provisions of this Agreement alleged to have been breached and any other relevant provisions) of the complaint. The complaining Party shall send the request to the Party complained against. Upon receipt, the Party complained against shall acknowledge receipt of such request to the complaining Party.

3. If a request for consultations is made, the Party complained against shall reply to the request within seven (7) days after the date of its receipt and shall enter into consultations in good faith within a period of not more than thirty (30) days after the date of receipt of the request, with a view to reaching a mutually satisfactory solution. If the Party complained against does not respond within the aforesaid seven (7) days, or does not enter into consultations within the aforesaid thirty (30) days, then the complaining Party may proceed directly to request the appointment of an arbitral tribunal under Article 96 (Appointment of Arbitral Tribunals).

4. The Parties shall make every effort to reach a mutually satisfactory resolution of any matter through consultations. To this end, the Parties shall:

(a) provide sufficient information to enable a full examination of how the measure might affect the operation of this Agreement; and

(b) treat as confidential any information exchanged in the consultations which the other Party has designated as confidential.

5. Consultations shall be confidential, and are without prejudice to the rights of either Party in any further or other proceedings.

6. In cases of urgency, including those which concern perishable goods, the Parties shall enter into consultations within a period of no more than ten (10) days after the date of receipt of the request by the Party complained against. If the consultations fail to settle the dispute within a period of twenty (20) days after the date of receipt of the request by the Party complained against, the complaining Party may proceed directly to make a written request to the Party complained against to appoint an arbitral tribunal under Article 96 (Appointment of Arbitral Tribunals).

7. In cases of urgency, including those which concern perishable goods, the Parties and arbitral tribunals shall make every effort to accelerate the proceedings to the greatest extent possible.

Article 95. Conciliation or Mediation

1. The Parties may, at any time, agree to conciliation or mediation, which may begin and be terminated by the Parties at any time.

2. If both Parties agree, conciliation or mediation proceedings may continue before any person or body as may be agreed by the Parties while the dispute proceeds for resolution before an arbitral tribunal appointed under Article 96 (Appointment of Arbitral Tribunals).

3. Proceedings involving conciliation and mediation, and positions taken by the Parties during these proceedings, shall be confidential, and without prejudice to the rights of either Party in any further or other proceedings.

Article 96. Appointment of Arbitral Tribunals

1. If the consultations referred to in Article 94 (Consultations) fail to settle a dispute within sixty (60) days after the date of receipt of the request for consultations, or within twenty (20) days after such date in cases of urgency including those which concern perishable goods, the complaining Party may make a written request to the Party complained against to appoint an arbitral tribunal under this Article.

2. A request for the appointment of an arbitral tribunal shall give the reasons for the request, including the identification of:

(a) the specific measure at issue; and

(b) the factual and legal basis (including the provisions of this Agreement alleged to have been breached and any other relevant provisions) for the complaint sufficient to present the problem clearly.

Article 97. Composition of Arbitral Tribunals

1. Unless the Parties agree otherwise, the arbitral tribunal shall have three (3) members.

2. The complaining Party shall appoint an arbitrator to the arbitral tribunal within twenty (20) days of the receipt of the request for appointment of the arbitral tribunal under Article 96 (Appointment of Arbitral Tribunals) by the Party complained against. The Party complained against shall appoint an arbitrator to the arbitral tribunal within thirty (30) days of its receipt of the request for appointment of the arbitral tribunal under Article 96 (Appointment of Arbitral Tribunals). If a Party fails to appoint an arbitrator within such period, then the arbitrator appointed by the other Party shall act as the sole arbitrator of the tribunal.

3. Once the complaining Party and the Party complained against have appointed their respective arbitrators subject to paragraph 2, the Parties shall endeavour to agree on an additional arbitrator who shall serve as chair. If the Parties are unable to agree on the chair of the arbitral tribunal within thirty (30) days after the date on which the last arbitrator has been appointed under paragraph 2, they shall request the Director-General of the WTO to appoint the chair and such appointment shall be accepted by them. In the event that the Director-General is a national of either Party, the Deputy Director-General or the officer next in seniority who is not a national of either Party shall be requested to appoint the chair.

4. The date of composition of the arbitral tribunal shall be the date on which the chair is appointed under paragraph 3, or the 30th day after the receipt of the request under Article 96 (Appointment of Arbitral Tribunals) where only a sole arbitrator of the tribunal is available.

5. If an arbitrator appointed under this Article resigns or becomes unable to act, a successor arbitrator shall be appointed in the same manner as prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of the original arbitrator. The work of the arbitral tribunal shall be suspended during the appointment of the successor arbitrator.

6. Any person appointed as a member or chair of the arbitral tribunal shall have expertise or experience in law, international trade, other matters covered by this Agreement or the resolution of disputes arising under international trade agreements, and shall be chosen strictly on the basis of objectivity, reliability, sound judgment and independence. Additionally, the chair shall not be a national of either Party and shall not have his or her usual place of residence in the territory of, nor be employed by, either Party.

7. Where the original arbitral tribunal is required for a matter as provided in this Chapter but cannot hear the matter for any reason, a new tribunal shall be appointed under this Article.

Article 98. Functions of Arbitral Tribunals

1. The function of an arbitral tribunal is to make an objective assessment of the dispute before it, including an examination of the facts of the case and the applicability of and conformity with this Agreement. Where the arbitral tribunal concludes that a measure is inconsistent with a provision of this Agreement, it shall recommend that the Party complained against bring the measure into conformity with that provision. In addition to its recommendations, the arbitral tribunal may suggest ways in which the Party complained against could implement the recommendations. In its findings and recommendations, the arbitral tribunal cannot add to or diminish the rights and obligations provided in this Agreement.

2. The arbitral tribunal shall have the following terms of reference unless the Parties agree otherwise within twenty (20) days from its composition: "To examine, in the light of the relevant provisions in the CSFTA, the matter referred to this arbitral tribunal by (name of the complaining Party), and to make findings, determinations and recommendations provided for in the CSFTA." The arbitral tribunal shall address the relevant provisions in this Agreement cited by the Parties.

3. The arbitral tribunal established pursuant to Article 96 (Appointment of Arbitral Tribunals):

(a) shall consult regularly with the Parties and provide adequate opportunities for the development of a mutually satisfactory resolution;

(b) shall make its decision in accordance with this Agreement and the rules of international law applicable between the Parties; and

(c) shall set out, in its decision, its findings of law and fact, together with the reasons therefor.

4. The decision of the arbitral tribunal shall be final and binding on the Parties.

5. An arbitral tribunal shall take its decision by consensus; provided that where an arbitral tribunal is unable to reach consensus, it may take its decision by majority opinion.

6. The arbitral tribunal shall, in consultation with the Parties and apart from the matters set out in paragraph 2 of Article 96 (Appointment of Arbitral Tribunals), and Article 99 (Proceedings of Arbitral Tribunals), regulate its own procedures in relation to the rights of Parties to be heard and its deliberations.

Article 99. Proceedings of Arbitral Tribunals

1. An arbitral tribunal shall meet in closed session. The Parties shall be present at the meetings only when invited by the arbitral tribunal to appear before it.

2. The venue for the substantive meetings of the arbitral tribunal shall be decided by mutual agreement between the Parties, failing which the first substantive meeting shall be held in the capital of the Party complained against, with the second substantive meeting to be held in the capital of the complaining Party.

3. After consulting the Parties, the arbitral tribunal shall, as soon as practical and possible within fifteen (15) days after the composition of the arbitral tribunal, fix the timetable for the arbitral process. In determining the timetable for the arbitral process, the arbitral tribunal shall provide sufficient time for the Parties to prepare their respective submissions. The arbitral tribunal should set precise deadlines for written submissions by the Parties and the Parties shall respect these deadlines.

4. The deliberations of an arbitral tribunal and the documents submitted to it shall be kept confidential. Nothing in this Article shall preclude a Party from disclosing statements of its own positions or its submissions to the public; a Party shall treat as confidential information submitted by the other Party to the arbitral tribunal which the submitting Party has designated as confidential. Where a Party submits a confidential version of its written submissions to the arbitral tribunal, it shall also, upon request by the other Party, provide a non-confidential summary of the information contained in its submissions that can be disclosed to the public.

5. The rules and procedures pertaining to the proceedings before the arbitral tribunal as set out in Annex 7 (Rules and Procedures for Arbitral Proceedings) shall apply unless the arbitral tribunal decides otherwise after consulting the Parties.

6. The report of the arbitral tribunal shall be drafted without the presence of the Parties in the light of the information provided and the statements made. The deliberations of the tribunal shall be confidential. Opinions expressed in the report of the arbitral tribunal by an individual arbitrator shall be anonymous.

7. Following the consideration of submissions, oral arguments and any information before it, the arbitral tribunal shall issue a draft report to the Parties, including both a descriptive section relating to the facts of the dispute and the arguments of the Parties and the arbitral tribunal's findings and conclusions. The arbitral tribunal shall accord adequate opportunity to the Parties to review the entirety of its draft report prior to its finalisation and shall include a discussion of any comments by the

Parties in its final report.

8. The arbitral tribunal shall release to the Parties its final report within one hundred and twenty (120) days from the date of its composition. In cases of urgency, including those relating to perishable goods, the arbitral tribunal shall aim to issue its report to the Parties within sixty (60) days from the date of its composition. When the arbitral tribunal considers that it cannot release its final report within one hundred and twenty (120) days, or within sixty (60) days in cases of urgency, it shall inform the Parties in writing of the reasons for the delay together with an estimate of the period within which it will issue its report. In no case should the period from the composition of an arbitral tribunal to the release of the report to Parties exceed one hundred and eighty (180) days.

9. The final report of the arbitral tribunal shall become a public document within ten (10) days after its release to the Parties.

Article 100. Suspension and Termination of Proceedings

1. Where the Parties agree, the arbitral tribunal may suspend its work at any time for a period not exceeding twelve (12) months from the date of such agreement. Upon the request of either Party, the arbitral proceeding shall be resumed after such suspension. If the work of the arbitral tribunal has been suspended for more than twelve (12) months, the authority for establishment of the arbitral tribunal shall lapse unless the Parties agree otherwise.

2. The Parties may agree to terminate the proceedings of an arbitral tribunal established under this Agreement before the release of the final report to them, in the event that a mutually satisfactory solution to the dispute has been found.

3. Before the arbitral tribunal makes its decision, it may at any stage of the proceedings propose to the Parties that the dispute be settled amicably.

Article 101. Implementation

1. The Party complained against shall inform the complaining Party of its intention in respect of implementation of the recommendations and rulings of the arbitral tribunal.

2. If it is impracticable to comply immediately with the recommendations and rulings of the arbitral tribunal, the Party complained against shall have a reasonable period of time in which to do so. The reasonable period of time shall be mutually determined by the Parties or, where the Parties fail to agree on the reasonable period of time within thirty (30) days of the release of the arbitral tribunal's final report, either Party may refer the matter to the original arbitral tribunal (to the extent this is possible), which shall, following consultations with the Parties, determine the reasonable period of time within thirty (30) days after the date of the referral of the matter to it. When the arbitral tribunal considers that it cannot provide its report within this timeframe, it shall inform the Parties in writing of the reasons for the delay and shall submit its report no later than forty-five (45) days after the date of the referral of the matter to it.

3. Where there is disagreement as to the existence or consistency with this Agreement of measures taken within the reasonable period of time referred to in paragraph 2 to comply with the recommendations of the arbitral tribunal, such dispute shall be referred to the original arbitral tribunal, wherever possible. The arbitral tribunal shall provide its report to the Parties within sixty (60) days after the date of the referral of the matter to it. When the arbitral tribunal considers that it cannot provide its report within this timeframe, it shall inform the Parties in writing of the reasons for the delay and shall submit its report no later than seventy-five (75) days after the date of the referral of the matter to it.

Article 102. Compensation and Suspension of Concessions or Benefits

1. Compensation and the suspension of concessions or benefits are temporary measures available in the event that the recommendations and rulings are not implemented within a reasonable period of time. However, neither compensation nor the suspension of concessions or benefits is preferred to full implementation of a recommendation to bring a measure into conformity with this Agreement. Compensation is voluntary and, if granted, shall be consistent with this Agreement.

2. If the Party complained against fails to bring the measure found to be inconsistent with this Agreement into compliance with the recommendations of the arbitral tribunal within the reasonable period of time determined pursuant to paragraph 2 of Article 101 (Implementation), that Party shall, if so requested, enter into negotiations with the complaining Party with a view to reaching a mutually satisfactory agreement on any necessary compensatory adjustment.

3. If no mutually satisfactory agreement on compensation has been reached within twenty (20) days after the request of the complaining Party to enter into negotiations on compensatory adjustment, the complaining Party may request the original arbitral tribunal to determine the appropriate level of any suspension of concessions or benefits conferred on the Party

which has failed to bring the measure found to be inconsistent with this Agreement into compliance with the recommendations of the arbitral tribunal. The arbitral tribunal shall provide its report to the Parties within thirty (30) days after the date of the referral of the matter to it. When the arbitral tribunal considers that it cannot provide its report within this timeframe, it shall inform the Parties concerned in writing of the reasons for the delay and shall submit its report no later than forty-five (45) days after the date of the referral of the matter to it. Concessions or benefits shall not be suspended during the course of the arbitral proceedings.

4. Any suspension of concessions or benefits shall be restricted to those accruing under this Agreement to the Party which has failed to bring the measure found to be inconsistent with this Agreement into compliance with the recommendations of the arbitral tribunal.

5. In considering what concessions or benefits to suspend:

(a) the complaining Party should first seek to suspend concessions or benefits in the same sector or sectors as those affected by the measure or other matter that the arbitral tribunal has found to be inconsistent with this Agreement or to have caused nullification or impairment; and

(b) the complaining Party may suspend concessions or benefits in other sectors if it considers that it is not practicable or effective to suspend concessions or benefits in the same sector or sectors.

6. The suspension of concessions or benefits shall be temporary and shall only be applied until such time as the measure found to be inconsistent with this Agreement has been removed, or the Party that must implement the arbitral tribunal's recommendations has done so, or a mutually satisfactory solution is reached.

Article 103. Language

1. All proceedings pursuant to this Chapter shall be conducted in the English language.

2. Any document submitted for use in any proceedings pursuant to this Chapter shall be in the English language. If any original document is not in the English language, the Party submitting it for use in the proceedings pursuant to this Chapter shall provide an English translation of that document.

Article 104. Expenses

1. Each Party shall bear the costs of its appointed arbitrator and its own expenses and legal costs.

2. The costs of the chair of the arbitral tribunal and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the Parties.

Chapter 13. Exceptions

Article 105. General Exceptions

1. For the purposes of Chapters 3 (Trade in Goods), 4 (Rules of Origin), 5 (Customs Procedures), 6 (Trade Remedies) and 7 (Technical Barriers to Trade, Sanitary and Phytosanitary Measures), Article XX of the GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, mutatis mutandis.

2. For the purposes of Chapter 8 (Trade in Services), subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination against the other Party, or a disguised restriction on trade in services, nothing in this Agreement shall be construed to prevent the adoption or enforcement by either Party of measures:

(a) necessary to protect public morals or to maintain public order; (16)

(b) necessary to protect human, animal or plant life or health; (c) necessary to secure compliance with laws or regulations which are not inconsistent with this Agreement including those relating to:

(i) the prevention of deceptive and fraudulent practices or to deal with the effects of a default on services contracts;

(ii) the protection of the privacy of individuals in relation to the processing and dissemination of personal data and the protection of confidentiality of individual records and accounts;

(iii) safety;

(d) inconsistent with Article 62 (National Treatment), provided that the difference in treatment is aimed at ensuring the equitable or effective (17) imposition or collection of direct taxes in respect of services or service suppliers of the other Party.

(16) The public order exception may be invoked only where a genuine and sufficiently serious threat is posed to one of the fundamental interests of society.

(17) Measures that are aimed at ensuring the equitable or effective imposition or collection of direct taxes include measures taken by a Party under its taxation system which: (i) apply to non-resident service suppliers in recognition of the fact that the tax obligation of non-residents is determined with respect to taxable items sourced or located in the Party's territory; or (ii) apply to non-residents in order to ensure the imposition or collection of taxes in the Party's territory; or (iii) apply to non-residents or residents in order to prevent the avoidance or evasion of taxes, including compliance measures; or (iv) apply to consumers of services supplied in or from the territory of the other Party in order to ensure the imposition or collection of taxes on such consumers derived from sources in the Party's territory; or (v) distinguish service suppliers subject to tax on worldwide taxable items from other service suppliers, in recognition of the difference in the nature of the tax base between them; or (vi) determine, allocate or apportion income, profit, gain, loss, deduction or credit of resident persons or branches, or between related persons or branches of the same person, in order to safeguard the Party's tax base. Tax terms or concepts in sub-paragraph (d) and in this footnote are determined according to tax definitions and concepts, or equivalent or similar definitions and concepts, under the domestic law of the Party taking the measure.

Article 106. Security Exceptions

Nothing in this Agreement shall be construed:

(a) to require a Party to furnish any information, the disclosure of which it considers contrary to its essential security interests; or

(b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(ii) relating to fissionable and fusionable materials or the materials from which they are derived;

(iii) taken in time of war or other emergency in international relations; or

(iv) relating to protection of critical public infrastructure, including critical communication infrastructure, from deliberate attempts intended to disable or degrade such infrastructures; or

(c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 107. Restrictions to Safeguard the Balance-of-payments

1. In the event of serious balance-of-payments and external financial difficulties or threat thereof, a Party may:

(a) in the case of trade in goods, adopt restrictive import measures in accordance with the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GATT 1994;

(b) in the case of trade in services, adopt or maintain restrictions on which it has undertaken specific commitments, including on payments or transfers for transactions related to such commitments. It is recognised that particular pressures on the balance-of-payments of a Party in the process of economic development or economic transition may necessitate the use of restrictions to ensure, inter alia, the maintenance of a level of financial reserves adequate for the implementation of its programme of economic development or economic transition.

2. The restrictions referred to in paragraph 1:

(a) shall be consistent with the Articles of Agreement of the International Monetary Fund;

(b) shall avoid unnecessary damage to the commercial, economic and financial interests of the other Party;

(c) shall not exceed those necessary to deal with the circumstances described in paragraph 1;

(d) shall be temporary and be phased out progressively as the situation specified in paragraph 1 improves.

3. In determining the incidence of such restrictions, the Parties may give priority to economic sectors which are more essential to their economic or development programmes. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular sector.

4. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the other Party.

Chapter 14. General and Final Provisions

Article 108. Scope of Application

This Agreement shall apply to:

(a) in respect of the People's Republic of China, the entire customs territory of the People's Republic of China according to the WTO definition at the time of her accession to the WTO on 11 December 2001. For this purpose, for the People's Republic of China, "territory" in this Agreement refers to the customs territory of the People's Republic of China; and

(b) in respect of the Republic of Singapore, its land territory, internal waters and territorial sea and any maritime area situated beyond the territorial sea which has been or might in the future be designated under its national law, in accordance with international law, as an area within which Singapore may exercise rights with regards to the sea, the sea-bed, the subsoil and the natural resources.

Article 109. State, Regional and Local Government

In fulfilling its obligations and commitments under this Agreement, each Party shall ensure their observance by regional and local governments and authorities in its territory as well as their observance by non-governmental bodies (in the exercise of powers delegated by central, state, regional or local governments or authorities) within its territory.

Article 110. Contact Point

Each Party shall designate a contact point to facilitate communications between the Parties on any matter covered by this Agreement. On the request of a Party, the contact point of the requested Party shall facilitate communication with the requesting Party.

Article 111. Implementation and Review

1. The Parties shall establish an FTA Joint Committee to be chaired jointly by their respective Ministers or their designees, in order to supervise the implementation of this Agreement and also to review this Agreement.

2. The FTA Joint Committee may establish and delegate responsibilities to ad hoc and standing committees or working groups based on mutually agreed terms of reference and composition thereof.

3. The FTA Joint Committee shall:

(a) monitor and review the general functioning of this Agreement;

(b) review specific matters related to the operation and implementation of this Agreement;

(c) study and recommend appropriate measures to resolve any issues arising from the implementation or application of any part of this Agreement;

(d) consider, at either Party's request, further concessions or issues not already dealt with by this Agreement;

(e) facilitate the avoidance and settlement of disputes arising under this Agreement, including through consultations pursuant to the provisions of Chapter 12 (Dispute Settlement);

(f) consider and adopt any amendment to this Agreement or other modification to the commitments therein, subject to the completion of necessary domestic legal procedures by each Party;

(g) as appropriate, issue interpretations of this Agreement;

(h) consider ways to further the objectives of this Agreement; and/or

(i) take such other actions as the Parties may agree.

4. Unless the Parties otherwise agree, the FTA Joint Committee shall convene:

(a) within a year of the date of entry into force of this Agreement and then in regular session every year, with such sessions to be held alternately in the territory of each Party; and

(b) in special session within thirty (30) days of the request of a Party, with such sessions to be held in the territory of the other Party or at such location as may be agreed by the Parties.

5. Each Party shall treat any confidential information exchanged in relation to a meeting of the FTA Joint Committee on the same basis as the Party providing the information.

6. The FTA Joint Committee may, as it deems necessary, refer any matter arising under this Agreement, for joint consideration and decision by higher authorities.

Article 112. Relation to other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under existing bilateral and multilateral agreements to which both Parties are parties, including the WTO Agreement.

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

Article 113. Annexes

The Annexes to this Agreement shall form an integral part of this Agreement.

Article 114. Amendments

This Agreement may be amended by agreement in writing by the Parties.

Article 115. Entry Into Force, Duration and Termination

1. This Agreement shall enter into force on the 30th day after the date on which the Parties have exchanged written notifications confirming the completion of their respective domestic procedures for the entry into force of this Agreement. The Parties shall complete their respective domestic procedures, and give their respective written notifications, to enable the entry into force of this Agreement by 1 January 2009.

2. Either Party may terminate this Agreement by written notification to the other Party, and such termination shall take effect six (6) months after the date of the notification.

3. Within thirty (30) days of delivery of a notification under paragraph 2, either Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph

2. Such consultations shall commence within thirty (30) days of a Party's delivery of such request.

Chapter 15. ELECTRONIC COMMERCE

Article 1. Definitions

For the purposes of this Chapter:

(a) digital certificates are electronic documents or files that are issued or otherwise linked to a party to an electronic communication or transaction for the purpose of establishing the party’s identity;

(b) electronic authentication means the process or act of providing authenticity and reliability verification for the parties involved in electronic signature to ensure the integrity and security of the electronic communication or transaction;

(c) personal information means any information, including data, about an identified or identifiable individual; and

(d) 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 import or export of goods.

Article 2. General Provisions

1. The Parties recognise the economic growth and opportunities provided by electronic commerce and the importance of frameworks that promote consumer confidence in electronic commerce and of avoiding unnecessary barriers to its use and development.

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

3. In the event of any inconsistency between this Chapter and other Chapters, the other Chapters shall prevail to the extent of the inconsistency.

Article 3. Domestic Regulatory Frameworks

1. Each Party shall maintain domestic legal frameworks governing electronic transactions based on the UNCITRAL Model Law on Electronic Commerce 1996 and taking into account, as appropriate, other relevant international standards.

2. Each Party shall:

(a) minimise the regulatory burden on electronic commerce; and

(b) ensure that regulatory frameworks support industry-led development of electronic commerce.

Article 4. Electronic Authentication and Electronic Signatures

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

2. Each Party shall maintain or adopt, as soon as practicable, measures for electronic authentication that:

(a) permit participants in electronic transactions to determine the appropriate authentication technologies for their electronic transactions;

(b) permit participants in electronic transactions to have the opportunity to prove before judicial or administrative authorities that their electronic transactions comply with the Party's domestic laws and regulations 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 laws and regulations.

4. The Parties shall work towards the mutual recognition of digital certificates and electronic signatures.

5. The Parties shall encourage the use of interoperable electronic authentication and digital certificates.

Article 5. Customs Duties

1. Each Party shall maintain its practice of not imposing customs duties on electronic transmissions between the Parties, consistent with the WTO Ministerial Decision of 18 December 2017 in relation to the Work Programme on Electronic Commerce (WT/MIN(17)/65).

2. Each Party reserves the right to adjust its practice referred to in paragraph 1 in accordance with any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce.

Article 6. Transparency

1. Each Party shall promptly publish, or otherwise promptly make publicly available where publication is not practicable, all relevant measures of general application which pertain to, or affect, the operation of this Chapter.

2. Each Party shall respond promptly to all requests by the other Party for specific information on any of its measures of

general application within the meaning of paragraph 1.

Article 7. Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective consumer protection measures for electronic commerce as well as measures conducive to the development of consumer confidence.

2. Each Party shall, to the extent possible, provide protection for consumers using electronic commerce that affords a similar level of protection to that provided for consumers of other forms of commerce under its relevant laws, regulations and policies.

3. The Parties recognise the importance of cooperation between their respective competent authorities in charge of consumer protection on activities related to electronic commerce in order to enhance consumer protection.

Article 8. Personal Information Protection

1. The Parties recognise the economic and social benefits of protecting the personal information of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.

2. Each Party shall adopt or maintain measures that protect the personal information of users of electronic commerce. In the development of such measures, each Party shall, to the extent possible, take into account international standards and the criteria of relevant international organisations, to promote mutual compatibility between their regimes. (1)

(1) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as 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.

3. Recognising that the Parties may take different legal approaches to protecting online personal information, the Parties shall endeavour to exchange information on their respective regimes to promote compatibility between them.

Article 9. Paperless Trading

1. Each Party shall endeavour to make trade administration documents available to the public in electronic form.

2. Each Party shall endeavour to accept trade administration documents submitted electronically as the legal equivalent of the paper version of those documents.

Article 10. Cooperation on Electronic Commerce

1. The Parties agree to work together to assist small and medium-sized enterprises to overcome obstacles to the use of electronic commerce.

2. The Parties agree to share information and experience on issues related to electronic commerce, including, inter alia, laws and regulations, rules and standards, and best practices.

3. The Parties shall encourage cooperation in research and training activities to enhance the development of electronic commerce.

4. The Parties shall encourage business exchanges, cooperative activities and joint electronic commerce projects.

5. The Parties shall actively participate in regional and multilateral fora to promote the development of electronic commerce in a cooperative manner.

Article 11. Non-Application of Dispute Settlement

Neither Party shall have recourse to Chapter 12 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 16. COMPETITION

Article 1. Definitions

For purposes of this Chapter:

(a) anticompetitive business conduct means business conduct or transactions that adversely affect competition in the territory of a Party, such as:

(i) agreements between enterprises, decisions by associations of enterprises and concerted practices, which have as their object or effect the prevention, restriction or distortion of competition in the territory of either Party as a whole or in a substantial part thereof;

(ii) any abuse by one or more enterprises of a dominant position in the territory of either Party as a whole or in a substantial part thereof; or

(iii) concentrations between enterprises, which significantly impede effective competition, in particular as a result of the creation or strengthening of a dominant position in the territory of either Party as a whole or in a substantial part thereof; and

(b) competition laws means:

(i) for China:

(A) the Antimonopoly Law and its implementing regulations and amendments; and

(ii) for Singapore:

(A) the Competition Act (Chapter 50B) and its implementing regulations and amendments;

(B) Part VII "Competition" of the Electricity Act (Chapter 89A), and its amendments;

(C) Part IX "Competition" of the Gas Act (Chapter 116A), and its amendments;

(D) the Airport Competition Code pursuant to the Civil Aviation Authority of Singapore Act (Chapter 41), and its amendments;

(E) the Code of Practice for Market Conduct pursuant to the Media Development Authority of Singapore Act (Chapter 172), and its amendments; and

(F) the Code of Practice for Competition in the Provision of Telecommunications Services pursuant to the Telecommunications Act (Chapter 323), and its amendments.

Where any of the competition laws of either Party as stated above is subsequently superseded by a new law, the new law shall be considered a "competition law" for the purposes of this Chapter.

Article 2. Objectives

The Parties understand that proscribing anticompetitive business conduct, implementing competition policies and cooperating on competition issues contribute to preventing the benefits of trade liberalisation from being undermined and to promoting economic efficiency and consumer welfare.

Article 3. Competition Laws and Authorities

1. Each Party shall maintain competition laws that promote and protect the competitive process in its market by proscribing anticompetitive business practices.

2. Each Party shall maintain an authority or authorities responsible for the enforcement of its competition laws.

Article 4. Principles In Law Enforcement

1. Each Party shall be consistent with the principles of transparency, nondiscrimination and procedural fairness in competition law enforcement.

2. Each Party shall apply its competition laws to all entities engaged in commercial activities, subject to exclusions or exemptions provided for under its laws. Such exclusions or exemptions should be transparent and be based on public policy or public interest grounds.

3. Each Party shall apply and enforce its competition laws in a manner, which does not, in like circumstances, discriminate

on the basis of nationality.

4. Each Party shall ensure that before it imposes a sanction, or additional restrictive condition or any other remedy, whichever is applicable under the Party's domestic laws, against any person for violating its competition laws, it affords that person a reasonable opportunity to present opinion or evidence in its defence.

5. Each Party shall provide any person that is subject to the imposition of a sanction, or additional restrictive condition or any other remedy, whichever is applicable under the Party's domestic laws, for violation of its competition laws, with the opportunity to seek review of the sanction, or additional restrictive condition or any other remedy under that Party's laws.

Article 5. Transparency

1. Each Party shall make public its competition laws, including procedural rules for investigation.

2. Each Party shall ensure that a final decision by a competition authority finding a violation of its competition laws is in writing, and sets out relevant findings of fact and the legal basis for the decision.

3. Each Party shall make public the grounds for any final decision or order to impose a sanction, or additional restrictive condition or any other remedy, whichever is applicable under the Party's domestic laws, and any appeal therefrom, subject to that Party's:

(a) (i) domestic laws and regulations;

(ii) need to safeguard confidential information; or

(iii) need to safeguard information on grounds of public policy or public interest; and

(b) redactions of the final decision or order on the grounds in (a)(i) to (iii) above.

Article 6. Cooperation In Law Enforcement

1. The Parties recognise the importance of cooperation and coordination between the respective competition authorities to promote effective competition law enforcement. Accordingly, each Party shall, on a best endeavour basis, cooperate through notification, consultation, exchange of information and technical cooperation.

2. The Parties agree to cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resources.

Article 7. Consultation

In order to foster understanding between the Parties, or to address specific matters that arise under this Chapter, a Party shall, on request of the other Party (the "requesting Party"), enter into consultations with the requesting Party. In its request, the requesting Party shall indicate, if relevant, how the matter affects trade or investment between the Parties. The Party addressed shall accord full and sympathetic consideration to the concerns of the requesting Party.

Article 8. Technical Cooperation

The Parties may promote technical cooperation, including exchange of experiences, capacity-building through training programmes, workshops and research collaborations for the purpose of enhancing each Party's capacity related to competition policy and law enforcement.

Article 9. Independence of Competition Law Enforcement

1. Each Party shall ensure independence in decision-making by its authority or authorities in relation to enforcement of competition laws.

2. The obligations under this Chapter shall not prejudice the independence of each Party in enforcing its respective competition laws.

Article 10. Non-Application of Dispute Settlement

Neither Party shall have recourse to Chapter 12 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 17. ENVIRONMENT AND TRADE

Article 1. Context and Objectives

1. Recalling the Stockholm Declaration on the Human Environment of 1972, the Rio Declaration on Environment and Development of 1992, Agenda 21 of 1992, the Johannesburg Plan of Implementation on Sustainable Development of 2002, the Rio+20 Outcome Document "The Future We Want" of 2012, and the Transforming our world: the 2030 Agenda for Sustainable Development, the Parties acknowledge that economic development, social development and environmental protection are interdependent and mutually supportive components of sustainable development.

2. The Parties reaffirm their commitments to promoting economic development in such a way as to contribute to the objective of sustainable development.

3. The Parties agree that environmental standards should not be used for trade protectionist purposes.

Article 2. Levels of Protection

1. The Parties reaffirm each Party's sovereign right to establish its own levels of environmental protection and its own environmental development priorities, and adopt or modify its environmental laws and policies.

2. Each Party shall seek to ensure that those laws and policies provide for and encourage high levels of environmental protection, and shall strive to implement these laws and policies effectively. Each Party shall also strive to continue to improve its respective levels of environmental protection.

Article 3. Multilateral Environmental Agreements

1. The Parties recognise that multilateral environmental agreements (MEAs) play an important role globally and domestically in protecting the environment. The Parties further recognise that this Chapter can contribute to realising the goals of such agreements.

2. The Parties strive to consult and cooperate as appropriate with respect to MEAs to which both Parties are party, on trade-related environmental issues of mutual interest.

Article 4. Enforcement of Environmental Measures Including Laws and Regulations

1. A Party shall not fail to effectively enforce its environmental measures including laws and regulations, through a sustained or recurring course of action or inaction, in a manner affecting trade or investment between the Parties.

2. The Parties recognise that it is inappropriate to encourage trade or investment by weakening or reducing the protections afforded in its environmental laws, regulations, policies and practices. Accordingly, neither Party shall waive or otherwise derogate from such laws, regulations, policies and practices in a manner that weakens or reduces the protections afforded in those laws, regulations, policies and practices.

3. Nothing in this Chapter shall be construed to empower a Party's authorities to undertake environmental law enforcement activities in the territory of the other Party.

Article 5. Bilateral Cooperation

Recognising the importance of cooperation on environmental issues in achieving the goals of sustainable development, the Parties commit to implementing cooperation through existing bilateral agreements, such as the Memorandum of Understanding on Environmental Cooperation between the Ministry of the Environment and Water Resources of the Republic of Singapore and the Ministry of Ecology and Environment of the People's Republic of China signed on 12 November 2018, and to enhancing cooperation in areas of common interest as appropriate.

Article 6. Institutional Arrangement

Each Party shall designate an office within its administration which shall serve as a contact point with the other Party for the purposes of promoting communication for the implementation of this Chapter.

Article 7. Non-Application of Dispute Settlement

Neither Party shall have recourse to Chapter 12 (Dispute Settlement) for any matter arising under this Chapter.