Comprehensive Economic Partnership Agreement between and the Government of the United Arab Emirates and the The Government of the Socialist Republic of Viet Nam

PREAMBLE

The Government of the Socialist Republic of Viet Nam ("Viet Nam") and the Government of the United Arab Emirates ("UAE"), hereinafter referred to individually as a "Party" and collectively as the "Parties",

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

DETERMINED to build on their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization done at Marrakesh on 15 April 1994;

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

DETERMINED to develop and strengthen their economic and trade relations taking into account the different level of economic development and trade balance between the Parties through the liberalisation and expansion of trade in goods and services in their common interest and for their mutual benefit;

AIMING to promote transfer of technology and expand trade;

CONVINCED that the establishment of a free trade area will provide a more favourable climate for the promotion and development of economic and trade relations between the Parties;

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

DETERMINED to support the growth and development of micro, small and medium-sized enterprises by enhancing their ability to participate in, and benefit from, the opportunities created by this Comprehensive Economic Partnership Agreement ("this Agreement");

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

HAVE AGREED, in pursuit of the above:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

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

Article 1.2. Objectives

The objectives of this Agreement are to liberalise and facilitate trade and investment, promote opportunities for market access, and deepen economic cooperation between the Parties in accordance with the provisions of this Agreement.

Article 1.3. General Definitions

For the purposes of this Agreement:

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

Anti-Dumping Agreement means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;

Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;

Days means calendar days, including weekends and holidays;

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

GATS means the General Agreement on Trade in Services in Annex 1B to the WTO Agreement;

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

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

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

Import Licensing Agreement means the Agreement on Import Licensing Procedures in Annex 1A to the WTO Agreement;

Joint Committee means the Joint Committee established pursuant to Article 15.1 (Joint Committee);

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

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

SCM Agreement means the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement;

SPS Agreement means the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the WTO Agreement;

TBT Agreement means the Agreement on Technical Barriers to Trade in Annex 1A to the WTO Agreement;

Territory (1) means:

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

(b) For Viet Nam, its land territory, islands, internal waters, territorial sea and the airspace over them, the maritime zones beyond its territorial sea, including the seabed and subsoil thereof, over which the Socialist Republic of Viet Nam exercises sovereignty, sovereign rights and jurisdiction in accordance with national legislation and international law.

(1) For greater certainty, this Agreement also applies to free zones and export processing zones established under the laws of each Party, within its territory as defined herein.

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

WTO means the World Trade Organization; and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994.

Article 1.4. Relation to other Agreements

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

2. Unless otherwise provided for in this Agreement, in the event of any inconsistency between this Agreement and other

agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 1.5. Extent of Obligations

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

Article 1.6. Transparency

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

2. Without prejudice to Article 1.7 (Disclosure of Information), a Party shall respond within a reasonable period of time to specific questions and provide, upon request, information to the other Party on matters referred to in paragraph 1.

Article 1.7. Disclosure of Information

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

2. 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.

Chapter 2. TRADE IN GOODS

Article 2.1: Definitions

For the purposes of this Chapter:

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

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

(b) anti-dumping or countervailing duty that is applied consistently with the provisions of Article VI of the GATT 1994, the Anti-Dumping Agreement, and the SCM Agreement; or

(c) fee or other charge in connection with importation commensurate with the cost of services rendered and which does not represent a direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes.

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

Article 2.2: Scope and Coverage

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

Article 2.3: National Treatment on Internal Taxation and Regulation

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

Article 2.4: Reduction or Elimination of Customs Duties

1. Except as otherwise provided for in this Agreement, including as explicitly set out in each Party?s Schedule included in Annex 2A (Schedules of Tariff Commitments), neither Party shall increase any existing customs duty, nor adopt any new customs duty, on an originating good of the other Party.

2. Upon the entry into force of this Agreement, the UAE shall eliminate or reduce its customs duties on goods originating

from Viet Nam in accordance with Appendix 2A-a (Tariff Schedule of the UAE) and Viet Nam shall eliminate or reduce its customs duties applied on goods originating from the UAE in accordance with Appendix 2A-b (Tariff Schedule of Viet Nam).

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

Article 2.5: Acceleration or Improvement of Tariff Commitments

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

2. Further commitments between the Parties to accelerate or improve the scope of the elimination of a customs duty on a good (or to include a good in Annex 2A (Schedules of Tariff Commitments) shall supersede any duty rate or staging category determined pursuant to their respective Schedules for that good. Such amendment shall come into effect in accordance with Article 18.2 (Amendments) of this Agreement.

3. Nothing in this Agreement shall prohibit a Party from unilaterally accelerating or improving the scope of the elimination of customs duties set out in its Schedule to Annex 2A (Schedules of Tariff Commitments) on originating goods. When a Party considers such acceleration or improvement, it shall inform the other Party as early as possible before the new rate of customs duty takes effect. Any such unilateral acceleration or improvement of the scope of the elimination of customs duties will not permanently supersede any duty rate or staging category determined pursuant to its respective Schedule nor serve to waive that Party's right to raise the customs duty back to the level established in its Schedule to Annex 2A (Schedules of Tariff Commitments) following a unilateral reduction.

Article 2.6: Classification of Goods and Transposition of Schedules

1. The classification of goods in trade between the Parties shall be in accordance with each Party's respective tariff nomenclature in conformity with the Harmonized System (HS).

2. The Parties shall ensure that the transposition of the Harmonized System shall not affect the value of tariff concessions set out in the Schedules of Tariff Commitments in Appendices 2A-a (Tariff Schedule of the UAE) and 2A-b (Tariff Schedule of Viet Nam).

3. The Parties shall discuss whether any revisions are necessary to implement Appendices 2A-a (Tariff Schedule of the UAE) and 2A-b (Tariff Schedule of Viet Nam) due to periodic amendments and transposition of the Harmonized System in accordance with the methodologies and procedures adopted by the Subcommittee on Trade in Goods.

Article 2.7: Import and Export Restrictions

1. Except as otherwise provided for in this Agreement, a Party shall not adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party, in accordance with Article XI of the GATT 1994, including its Notes and Supplementary Provisions. To that end, Article XI of the GATT 1994, including its Notes and Supplementary Provisions, are incorporated into and made part of this Agreement, mutatis mutandis.

2. Paragraph 1 shall prohibit a Party from adopting or maintaining:

(a) import licensing conditioned on the fulfilment of a performance requirement; or

(b) voluntary export restraints.

3. Paragraphs 1 and 2 shall not apply to the goods listed in Annex 2B (Goods to Which Viet Nam May Apply Specific Measures). Any amendment to Viet Nam's laws and regulations that reduces the scope of the goods listed in Annex 2B (Goods to Which Viet Nam May Apply Specific Measures) shall automatically apply under this Agreement. Any preference accorded by Viet Nam regarding the scope of the goods listed in Annex 2B (Goods to Which Viet Nam May Apply Specific Measures) to any other trading partner shall automatically apply under this Agreement. Viet Nam shall notify the UAE of any amendment or preference referred to in this paragraph.

4. When a Party adopts or maintains an import or export prohibition or restriction it shall ensure full transparency thereof.

Article 2.8: Import Licensing

1. No Party shall adopt or maintain a measure that is inconsistent with the Import Licensing Agreement (1), which is hereby incorporated into and made part of this Agreement, mutatis mutandis.

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

2. Before applying any new or modified import licensing procedure, a Party shall publish it in such a manner as to enable governments and traders to become acquainted with it, including through publication on an official government internet site. To the extent possible, that Party shall do so at least 20 days before the new procedure or modification takes effect. Upon request of the other Party, that Party shall exchange information concerning its implementation in a reasonable period.

3. Within 30 days after this Agreement enters into force, each Party shall notify the other Party of its existing import licensing procedures, if any. The notification shall include the information specified in Article 5.2 of the Import Licensing Agreement.

4. A Party shall be deemed to comply with the above paragraph if it has notified the WTO Committee on Import Licensing together with the information specified in Article 5.2 of the Import Licensing Agreement.

Article 2.9: Customs Valuation

The Parties shall determine the customs value of goods traded between them in accordance with the provisions of Article VII of the GATT 1994 and the Customs Valuation Agreement, mutatis mutandis.

Article 2.10: Export Subsidies

Upon entry into force of this Agreement, neither Party shall adopt nor maintain any export subsidy on any good destined for the territory of the other Party in accordance with the SCM Agreement and the Agreement on Agriculture.

Article 2.11: Restrictions to Safeguard the Balance-of-Payments

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

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

Article 2.12: Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIII:1 of the GATT 1994 and its interpretive notes, that all fees and charges of whatever character (other than import and export duties, charges equivalent to an internal tax or other internal charges applied consistently with Article III:2 of the GATT 1994, and anti-dumping and countervailing duties) imposed on, or in connection with, importation or exportation of goods are limited in amount to the approximate cost of services rendered, which shall not be calculated on an ad valorem basis, and shall not represent an indirect protection to domestic goods or a taxation of imports or exports for fiscal purposes.

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

Article 2.13: Non-Tariff Measures

1. Neither Party shall adopt nor 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 with this Agreement.

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

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

in Goods is without prejudice to the Parties? rights under Chapter 17 (Dispute Settlement).

Article 2.14: State Trading Enterprises

The Parties affirm their existing rights and obligations under Article XVII of the GATT 1994, including its notes and supplementary provisions and obligations and the WTO understanding on the interpretation of Article XVII of the GATT 1994, which are incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.15: Temporary Admission of Goods

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

(a) professional and scientific equipment, including their spare parts, and including equipment for the press or television, software, and broadcasting and cinematographic equipment, that are necessary for carrying out the business activity, trade, or profession of a person who qualifies for temporary entry pursuant to the laws of the importing Party;

(b) goods intended for display, demonstration or use at theaters, exhibitions, fairs, or other similar events;

(c) commercial samples and advertising films and recordings;

(d) goods admitted for sports purposes;

(e) containers and pallets that are used for the transportation of equipment or used for refilling; and

(f) goods entered for completion or processing (2).

(2) Processing shall be regulated in accordance with each Party's domestic laws.

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

3. Neither Party shall condition the temporary admission of a good referred to in paragraph 1, other than to require that the good:

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

(b) be accompanied by a security in an amount no greater than the custom duties and any other tax imposed on imports that would otherwise be owed on entry or final importation, releasable on exportation of the good;

(c) be capable of identification when exported;

(d) be exported in accordance with the time period granted for temporary admission in accordance with its domestic law related to the purpose of the temporary admission;

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

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

4. If any condition that a Party imposes under paragraph 3 has not been fulfilled, that Party may apply the customs duty, and any other tax or charge that would normally be owed on the importation of the good and any other charges or penalties provided for under its laws and regulations.

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

6. Each Party shall permit a good temporarily admitted under this Article to be exported through a customs port other than that through which it was admitted in accordance with its customs procedures.

7. Each Party shall provide that the importer of a good admitted under this Article shall not be liable for failure to export the good on presentation of satisfactory proof to the importing Party that the good has been destroyed within the original period fixed for temporary admission or any lawful extension. A Party may condition relief of liability under this paragraph by requiring the importer to receive prior approval from the Customs Authority of the importing Party before the good can

be so destroyed.

Article 2.16: Goods Re-Entered After Repair or Alteration

1. Neither Party shall apply a customs duty to a good, regardless of its origin, that re-enters its territory in accordance with its laws, regulations and procedures after that good has been temporarily exported from its territory to the territory of the other Party for repair or alteration, regardless of whether such repair or alteration could be performed in the territory from which the good was exported, except that a customs duty or other taxes may be applied to the addition resulting from the repair or alteration that was performed in the territory of the other Party.

2. Neither Party shall apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration.

3. For the purposes of this Article, "repair" or "alteration" does not include an operation or process that:

(a) destroys a good's essential characteristics or creates a new or commercially different good;

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

(c) results in a change of the classification at a six-digit level of the Harmonized System (HS).

Article 2.17: Duty-Free Entry of Commercial Samples of Negligible Value and Printed Advertising Materials

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

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

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

Article 2.18: Subcommittee on Trade in Goods

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

2. The Subcommittee shall meet once a year or meet upon request of either Party to consider any matter arising under this Chapter. The Parties shall agree on the time, venue and means of the meetings. The Subcommittee may carry out its work through whatever means that are appropriate, which may include electronic mail, videoconferencing, or other means.

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

(a) monitoring and reviewing the implementation and administration of this Chapter, including any matter related to its implementation, and making reports and recommendations, if appropriate;

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

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

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

(e) reviewing amendments to the Harmonized System (HS) to ensure that each Party's obligations under this Agreement are not altered, and consulting to resolve any conflicts between such amendments to the Harmonized System (HS), Annex 2A (Schedules of Tariff Commitments), and national nomenclatures;

(f) consulting on and endeavouring to resolve any difference that may arise among the Parties on matters related to the classification of goods under the Harmonized System (HS), including adoption and review of transposition methodologies and guidelines;

(g) reviewing data on trade in goods in relation to the implementation of this Chapter;

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

Chapter 3. RULES OF ORIGIN

Article 3.1: Definitions

For the purposes of this Chapter:

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

Change in tariff classification means a change at the two-digit, four-digit, or six-digit level of the Harmonized System;

Competent authority refers to:

(a) for Viet Nam, the Ministry of Industry and Trade or any other agency notified or designated by the Ministry of Industry and Trade from time to time; and

(b) for the UAE, the Ministry of Economy or any other agency notified or designated by the Ministry of Economy from time to time;

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

Customs authority refers to:

(a) for Viet Nam, the General Department of Viet Nam Customs under the Ministry of Finance; and

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

Customs value refers to the value as determined in accordance with Customs Valuation Agreement;

Exporter means a person, located in the exporting Party, that is exporting the goods to the other Party and is able to prove the origin of the exported goods, whether or not that person is the manufacturer or carries out the export formalities;

Fungible materials refers to goods or materials that are of the same kind and commercial quality, with the same technical and physical characteristics, and which refers to goods or materials that are of the same kind and commercial quality, with the same technical and physical characteristics, and which cannot be distinguished from one another once they are incorporated into the finished product;

Generally accepted accounting principles refers to the recognised consensus or substantial authoritative support in the territory of a Party, with respect to the recording of revenues, expenses, costs, assets, and liabilities, the disclosure of information and the preparation of financial statements. These standards may encompass broad guidelines of general application as well as detailed standards, practices and procedures;

Good refers to any article of trade including materials and products;

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

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

Non-originating goods or non-originating materials refers to goods or materials that do not qualify as originating in accordance with this Chapter;

Originating goods or originating materials refers to goods or materials that qualify as originating in accordance with this Chapter;

Product refers to that which is obtained by growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, extracting or manufacturing, even if it is intended for later use in another manufacturing operation; and

Production refers to methods of obtaining products, including growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, manufacturing, processing, assembling.

SECTION A: ORIGIN DETERMINATION

Article 3.2: Originating Goods

1. For the purposes of implementing this Agreement, goods shall be deemed to be originating in the territory of a Party, if:

(a) the goods are wholly obtained in the territory of that Party in accordance with Article 3.3 (Wholly Obtained Goods); or

(b) goods are not wholly obtained in the territory of that Party, provided that the goods have undergone sufficient working or processing there in accordance with Article 3.4 (Sufficient Working or Processing); or

(c) goods produced in the territory of that Party exclusively from originating materials.

2. In each case provided for in paragraph 1, the goods shall be deemed to have satisfied all other applicable requirements of this Chapter.

Article 3.3: Wholly Obtained Goods

For the purposes of subparagraph 1(a) of Article 3.2 (Originating Goods), the following goods shall be deemed to be wholly obtained or produced in the territory of a Party:

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

(b) live animals born or raised there;

(c) products obtained from animals alive there;

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

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

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

(g) products made on board a factory ship registered, recorded, listed or licensed with a Party and flying its flag, exclusively from products referred to in subparagraph (h);

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

(i) used goods collected there, provided that such goods are fit only for the recovery of raw materials;

(j) wastes or scraps resulting from utilisation, consumption or manufacturing operations conducted there; and

(k) products produced or obtained there exclusively from products referred to in subparagraphs (a) through (j), or from their derivatives, at any stage of production.

Article 3.4: Sufficient Working or Processing

1. For the purposes of subparagraph 1(b) of Article 3.2 (Originating Goods), a good shall be considered to have undergone sufficient working or processing and shall deemed to be originating in the territory of a Party when the good satisfies any of the following:

(a) a Change in Tariff Heading (CTH), which means that all non originating materials used in the production of the good have undergone a change in HS tariff classification at the 4-digit level; or

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

2. Notwithstanding paragraph 1, a good that falls within the classifications included in the list of Product Specific Rules (PSR) in Annex 3A (Product Specific Rules (PSR), shall satisfy the specific rule pertaining to it detailed therein.

3. For the purposes of paragraph 1, the QVC shall be calculated as follows:

QVC = ExWorks Price - V.N.M. / ExWorks Price x100

where:

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

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

V.N.M. (Value of Non-originating Materials) means:

(a) the customs value at the time of importation of the non-originating materials used inclusive freight and insurance costs incurred in transporting the material to the importation port in the territory of the importing Party or, if this is not known and cannot be ascertained, the first ascertainable price paid for the materials in the exporting Party; and

(b) where the producer of a good acquires non-originating materials in the territory of the Party where the producer is located, the value of such materials shall not include freight, insurance, packing costs and any other costs incurred in transporting the material from the supplier?s warehouse to the producer's location.

Article 3.5: Intermediate Goods

If a good which has acquired originating status in the territory of a Party in accordance with Article 3.4 (Sufficient Working or Processing) is used in the manufacture of another product, the conditions applicable to the product in which it is incorporated do not apply to it, and no account shall be taken of the non-originating materials which may have been used in its manufacture.

Article 3.6: Accumulation

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

2. Notwithstanding paragraph 1, an originating good of a Party that does not undergo processing beyond the insufficient working or processing operations listed in Article 3.8 (Insufficient Working or Processing) in the other Party shall retain its originating status of the former Party.

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

Article 3.7: Tolerance

1. Notwithstanding Article 3.4 (Sufficient Working or Processing), a good will be considered to have undergone a change in tariff classification if the value of all non-originating materials that are used in the production of the good and that do not undergo the applicable change in tariff classification does not exceed 20 percent of the Ex-Works Price of the good.

2. The value of non-originating materials referred to in paragraph 1 shall be included in the value of the non-originating materials for any applicable qualifying value content requirement.

Article 3.8: Insufficient Working or Processing

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

(a) slaughter of animals;

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

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

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

(e) simple painting and polishing operations;

(f) simple testing or calibration;

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

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

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

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

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

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

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

2. All the operations carried out in the territory of the exporting Party on a given product shall be taken into account when determining whether the working or processing undergone by that product is to be regarded as insufficient within the meaning of paragraph 1.

3. For the purposes of paragraph 1, the terms "simple" and "simple mixing" are defined as follows:

(a) simple generally describes an activity which does not need special skills, machines, apparatus or equipment specially produced or installed for carrying out the activity. However, handcrafts items made by artisans like embroidery, pottery, handwoven blankets, handmade jewelry, and quilts stitched by hand are not to be considered as simple operations; and

(b) simple mixing generally describes an activity which does not need special skills, machine, apparatus or equipment specially produced or installed for carrying out the activity.

Article 3.9: Indirect Materials

In order to determine whether a good is an originating good, the following material used in its production shall be treated as originating material, irrespective of the origin of such material is originated:

(a) energy and fuel;

(b) plant and equipment;

(c) machines and tools; and

(d) other materials or goods used in the production, testing or inspection of a good and do not enter and which are not intended to enter into the final composition of the good.

Article 3.10: Accessories, Spare Parts, Tools

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

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

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

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

Article 3.11: Packaging Materials and Containers for Retail Sale

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

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

content of the good.

Article 3.12: Unit of Qualification

The unit of qualification for the application of the provisions of this Chapter shall be the particular product which is considered as the basic unit when determining classification using the nomenclature of the Harmonized System. Accordingly, it follows that:

(a) when a product composed of a group or assembly of articles is classified under a single heading, the whole group or assembly shall constitute the unit of qualification;

(b) when a consignment consists of a number of identical products classified under a single tariff line, each product shall be taken individually into account when in determining whether it qualifies as an originating good.

Article 3.13: Packaging Materials and Containers for Transportation and Shipment

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

Article 3.14: Fungible Goods or Materials

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

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

Article 3.15: Sets of Goods

Sets, as defined in the General Rules for the Interpretation of the Harmonized System, shall be regarded as originating when all component goods are originating. However, when a set is composed of originating and non-originating goods, the set as a whole shall be regarded as originating, provided that the customs value of non-originating goods does not exceed 20 percent of the Ex-Works Price of the set.

SECTION B: TERRITORIALITY AND TRANSIT

Article 3.16: Principle of Territoriality

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

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

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

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

Article 3.17: Transit and Transshipment

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

2. Notwithstanding paragraph 1, each Party shall provide that the originating goods retain their originating status if in transit or is stored in a temporary warehousing through one or more non-parties, provided that the goods:

(a) remained under customs control in the territory of the non-party or non-parties of transit or storage and they are not intended for trade, consumption, use or employment in the non-party or non-parties where the goods were in transit; and

(b) have not undergone any operation there other than unloading, reloading, adding or affixing labels to ensure compliance with specific domestic requirements of the importing Party or the non-party or non-parties of transit, split from bulk carried

out under customs supervision in the non-party or non-parties of transit or storage or any operation required to keep them in good condition.

3. An importer shall, upon request, supply appropriate evidence to the customs authorities of the importing Party demonstrating that the goods remained under customs supervision in the country or countries of transit or storage. Evidence that the conditions set out in paragraph 1 have been fulfilled shall be supplied to the Customs Authorities of the importing Party by the production of:

(a) any single through transport documents, that meet international standards and that proves that the goods were directly transported from the exporting Party through the non-party where the goods are in transit to the importing Party;

(b) a certificate issued by the Customs Authorities of the non-party where the goods were in transit which contains an exact description of the goods, the date and place of loading and re-loading of the goods in that non-party and the conditions under which the goods were placed; or

(c) in the absence of any of the above documents, any other documents that will prove the direct shipment.

Article 3.18: Export Processing Zones, Economic Zones or Free Zones

Goods produced or manufactured in an export processing zone, economic zone or free zone situated in the territory of a Party shall be considered as originating goods in that Party when exported to the other Party provided that the treatment or processing is in conformity with the provisions of this chapter and supported by a proof of origin.

Article 3.19: Non-party Invoicing

1. The customs authority in the importing Party shall not deny a claim for preferential tariff treatment only for the reason that the invoice was issued in a third country (non-party) and not by the exporter or producer of a good in the exporting Party provided that the good meets the requirements in this Chapter.

2. The exporter of the goods shall indicate "non-party invoice" and such information as name and country of the company issuing the invoice shall appear in the appropriate field as detailed in Annex 3B (Certificate of Origin) or, in the case of an origin declaration made out by an approved exporter in accordance with Article 3.23 (Origin Declaration), on the origin declaration.

3. For further clarity, the exporter need not to be the person (the seller) that issues the commercial invoice for the consignment (non-party invoicing). The seller can be located in the territory of a non-party.

SECTION C:

ORIGIN CERTIFICATION

Article 3.20: Proof of Origin

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

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

(a) a paper format certificate of origin in issued by a competent authority in accordance with Article 3.21 (Certificate of Origin);

(b) an electronic certificate of origin (e-Certificate) issued by a competent authority or exchanged by a mutually developed electronic system in accordance with Article 3.22 (Electronic Data Origin Exchange System);

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

(d) Notwithstanding paragraphs 1 and 2, a Party may allow for a Statement of Origin, in accordance with Annex 3D (Statement of Origin), to be made out by any exporter where the value of the originating goods concerned does not exceed the equivalent of US $500. However, this shall be subject to the condition that the importation does not form part of a series of importations which the customs authority of the importing Party reasonably considers to have been carried out or planned for the purpose of evading compliance with the importing Party?s laws and regulations governing claims for preferential tariff treatment under this Agreement.

3. Each Party shall provide that a Proof of Origin shall be completed in the English language and shall remain valid for one year from the date on which it is issued or made out for the purposes of obtaining preferential tariff treatment and may be submitted within that period to the customs authorities of the importing Party.

Article 3.21: Certificate of Origin

1. A Certificate of Origin in paper format:

(a) shall be in standard A4 white paper in accordance with the attached form set out in Annex 3B (Certificate of Origin);

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

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

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

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

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

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

Article 3.22: Electronic Data Origin Exchange System

For the purposes of subparagraph 2(b) of Article 3.20 (Proof or Origin), the competent authorities of the Parties shall endeavour to develop an electronic system for origin information exchange to ensure the effective and efficient implementation of this Chapter particularly on transmission of electronic certificate of origin.

Article 3.23: Origin Declaration

1. For the purposes of subparagraph 2(c) of Article 3.20 (Proof or Origin), the competent authorities of the Parties shall, in accordance with the relevant legislation of each Party, implement provisions allowing each competent authority to recognise an origin declaration made by an approved exporter.

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

3. An exporter seeking such authorisation shall offer to the satisfaction of the customs or competent authorities of the exporting Party all guarantees necessary to examine the originating status of the goods as well as the fulfilment of the other requirements of this Chapter.

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

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

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

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

Article 3.24: Issuance and Verification of a Certificate of Origin

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

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

concerned, as well as the fulfillment of the other requirements of this Chapter.

3. The competent authority shall, to the best of its competence and ability, carry out proper verification to ensure that:

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

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

(c) HS Code, description, gross weight or other quantity and value conform to the goods to be exported.

Article 3.25: Certificate of Origin Issued Retrospectively

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

2. In exceptional cases where a Certificate of Origin has not been issued prior to or at the time of shipment, due to involuntary errors or omissions or other valid causes, the Certificate of Origin may be issued retrospectively but with a validity no longer than one year from the date of shipment, in which case it is necessary to indicate ?ISSUED RETROSPECTIVELY? in the appropriate field as detailed in Annex 3B (Certificate of Origin).

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

Article 3.26: Loss of the Certificate of Origin

The certified true copy of the original Certificate of Origin shall be endorsed with an official signature and seal and bear the words ?CERTIFIED TRUE COPY? and the date of issuance of the original Certificate of Origin in appropriate field as detailed in Annex 3B (Certificate of Origin). The certified true copy of a Certificate of Origin shall be issued within the same validity period of the original Certificate of Origin.

Article 3.27: Importation by Instalments

Where, at the request of the importer and on the conditions laid down by the customs authorities of the importing Party, dismantled or non-assembled goods within the meaning of Rule 2(a) of the General Rules for the Interpretation of the Harmonized System are imported by instalments, a single proof of origin for such goods can be submitted to the customs authorities provided that the said goods are covered by a single commercial invoice.

Article 3.28: Treatment of Erroneous Declaration in the Certificate of Origin

Neither erasures nor superimposition shall be allowed on the Certificate of Origin. Any alterations shall be made by issuing a new certificate of origin to replace the erroneous one. The reference number of the corrected Certificate of Origin should be indicated in the appropriate field on the newly issued Certificate of Origin as detailed in Annex 3B (Certificate of Origin). The validity of the replacement certificate will be the same as the original.

Article 3.29: Treatment of Minor Discrepancies

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

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

SECTION D: COOPERATION AND ORIGIN VERIFICATION

Article 3.30: Denial of Preferential Tariff Treatment

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

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

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

(c) the customs or competent authority of the importing Party has not received sufficient information from the importer to determine that the good is originating; or

(d) the competent authority or customs authority of the exporting Party does not comply with the requirements of verification in accordance with Article 3.31 (Retroactive Check).

2. If the customs authority of the importing Party denies a claim for preferential tariff treatment, it shall, upon request by the importer, provide its reasons for the decision in writing to the importer.

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

Article 3.31: Retroactive Check

1. Subsequent verifications of Proofs of Origin shall be carried out at random or whenever the customs authority of the importing Party has reasonable doubts as to the authenticity of such documents, the originating status of the goods concerned or the fulfilment of the other requirements of this Chapter.

2. For the purposes of implementing paragraph 1, the customs authority or the competent authority of the importing Party, as the case may be, shall send a verification request to the competent authority of the exporting Party by e-mail or any other means that records receipt, including a copy of the Proof of Origin and the reasons for the inquiry. Any other document and information obtained suggesting that the information given on the Proof of Origin is incorrect shall be sent in support of the request for verification.

3. The verification shall be carried out by the competent authority of the exporting Party. For this purpose, they shall have the right to carry out inspections at the exporter's or producer's premises, to call for any evidence, check the exporter?s and the producer?s records, or any other check considered appropriate related to origin and according to the procedures of its domestic legislation.

4. The customs authority or the competent authority of the importing Party, as the case may be, requesting the verification shall be informed of the results of this verification within six months of the date of the receipt of the verification request. These results must indicate clearly whether the documents are authentic and whether the goods concerned can be considered as originating and fulfil the other requirements of this Chapter.

5. If the customs authority or the competent authority of the importing Party, as the case may be, receives no reply within the established period or if the reply does not contain sufficient information regarding the authenticity of the Proof of Origin or the originating status of the goods, or if the reply determines that the goods were not originating or that the Proofs of Origin were not authentic, the customs authority or the competent authority, as the case may be, may deny preferential tariff treatment to the goods covered by the Proof of Origin which is subject to verification.

Article 3.32: Record Keeping Requirement

1. For the purposes of the verification process pursuant to Article 3.31 (Retroactive Check), each Party shall require that:

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

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

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

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

Article 3.33: Confidentiality

All information related to the application of this Chapter communicated between the Parties shall be treated as confidential. It shall not be disclosed by the authorities of the Parties without permission of the person or authority providing it, except if required in the course of administrative and judicial proceedings, in accordance with each Party's laws and regulations. In such instances, the Party disclosing the information should inform the other Party.

Article 3.34: Contact Points

Each Party shall endeavour to designate, within 150 days of the date of entry into force of this Agreement, one or more contact points within its competent authority for the implementation of this Chapter and notify the other Party of the contact details of that contact point or those contact points. Each Party shall promptly notify the other Party of any change to those contact details.

Article 3.35: Mutual Assistance

The competent authorities of the Parties shall provide each other with the following before the date of entry into force of this Agreement, and with any update thereafter:

(a) A specimen impression of the official stamps used in their offices for the issue of Certificate of Origin;

(b) Name and address of the competent authorities responsible for verifying the Proof of Origin;

(c) Secured web address for the QR codes and electronic certificates authentications, if applicable.

SECTION E: CONSULTATION AND MODIFICATIONS

Article 3.36: Subcommittee on Rules of Origin

1. A Subcommittee on Rules of Origin (hereinafter referred to as the ?Subcommittee?) is hereby established, consisting of representatives of each Party. The Subcommittee shall meet, in person or by any other means, as necessary.

2. The Subcommittee may consider any matter arising under this Chapter.

3. In relation to a matter referred to in paragraph 2, the functions of the Subcommittee may include:

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

(b) revising the Product Specific Rules (PSR) list in Annex 3A (Product Specific Rules (PSR)), on the basis of the transposition of the HS or at the request of either Party;

(c) making recommendations to the Joint Committee with regards to matters of its competence;

(d) developing "Explanatory Notes" for the interpretation and application of this Chapter; and

(e) carrying out other functions as may be assigned by the Joint Committee or agreed by the Parties.

4. The Joint Committee shall establish the rules of working procedures of the Subcommittee.

Chapter 4. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 4.1: Definitions

For the purposes of this Chapter:

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

Customs Administration means the Federal Authority of Identity, Citizenship, Customs and Port Security for the UAE, and the General Department of Viet Nam Customs for Viet Nam;

Customs laws mean legislations and regulations concerning the importation, exportation, transit of goods, or any other customs procedures whether relating to customs duties, taxes or any other charges collected by the Customs Administrations, or to measures for prohibition, restriction, or control enforced by the Customs Administrations;

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

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

Mutual Recognition Arrangement (MRA) means the arrangement between the Parties that mutually recognise AEO authorizations that have been properly granted by one of the Customs Administrations; and

Person means both natural and legal person, unless the context otherwise requires.

Article 4.2: Scope

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

Article 4.3: Objectives

The Parties recognise the importance of customs and trade facilitation matters in the global trading environment, and shall endeavour to strengthen cooperation in this area with a view to supporting their respective customs legislation and procedures in fulfilling the objectives of promoting trade facilitation while ensuring effective customs control.

Article 4.4: General Provisions

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

2. Customs procedures of the Parties shall conform, where possible, to the standards and recommended practices of the World Customs Organization.

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

Article 4.5: Publication and Availability of Information

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

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

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

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

Such information and publications shall be available in the English language, to the extent possible.

Article 4.6: Risk Management

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

Article 4.7: Paperless Communications

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

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

3. The respective Customs Administration of the Parties, in implementing initiatives which provide for the use of paperless communications, shall take into account the methodologies agreed at the WCO.

Article 4.8: Advance Rulings

1. In accordance with its commitments under the WTO Agreement on Trade Facilitation, set out in Annex 1A to the WTO Agreement, the Customs Administration of the Parties upon a request shall issue an advance ruling, in a reasonable time-bound manner, prior to the importation of a good into their territory based on a request containing all the necessary information in relation to:

(a) tariff classification;

(b) origin of goods; and

(c) the application of valuation criteria for a particular case, in accordance with the Customs Valuation Agreement.

2. The importing Party shall apply an advance ruling issued by it under paragraph 1 on the date that the ruling is issued or on a later date specified in the ruling and remain in effect for a reasonable period of time and in accordance with the national procedures on advanced ruling unless the advance ruling is modified or revoked.

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

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

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

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

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

(c) to conform with a modification of this Chapter; or

(d) to conform with a judicial decision or a change in its domestic law.

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

7. 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. That modification or revocation of an advance ruling 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.

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

Article 4.9: Penalties

1. Each Party shall maintain measures applicable in imposing penalties, under its domestic law for violations of the Party?s customs laws, regulations or procedural requirements.

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

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

4. Each Party shall ensure that it maintains measures to avoid conflicts of interest in the assessment and collection of penalties and duties.

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

Article 4.10: Release of Goods

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

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

(a) provide for the expedite release of goods upon receipt of the customs declaration and fulfilment of all applicable requirements and procedures;

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

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

(c) inform the importer the reasons why the goods are not released, including, to the extent permitted by its laws, which border agency, if not the Customs Administration, has withheld release of goods.

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

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

Article 4.11: Authorized Economic Operators

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

Article 4.12: Border Agency Cooperation

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

Article 4.13: Expedited Shipments

Each Party shall adopt or maintain expedited customs procedures for goods entered through air cargo facilities while maintaining appropriate customs control and selection. These procedures shall:

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

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

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

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

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

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

(f) provide that, under normal circumstances, shipments values at or below a fixed amount set under a Party's law shall be exempted from customs duty. (2)

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

Article 4.14: Review and Appeal

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

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

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

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

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

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

Article 4.15: Customs Cooperation

1. With a view to further enhancing customs cooperation, the Customs Administrations of the Parties will consider to conclude and adopt a Customs Mutual Assistance Agreement whenever possible.

2. The Contracting Parties shall, for the purposes of applying customs legislations and to give effect to the provisions of this Agreement, endeavour to:

(a) co-operate and assist each other in the prevention and investigation of offences against customs legislations;

(b) upon request, provide each other information to be used in the enforcement of customs legislations; and

(c) co-operate in the research, development and application of new customs procedures, in the training and exchange of personnel, sharing of best practices, and in other matters of mutual interest.

3. Assistance under this Chapter shall be provided in accordance with the domestic law of the requested Party and the Party's available resources.

4. The Parties shall exchange official contact points with a view to facilitating the effective implementation of this Chapter.

Article 4.16: Confidentiality

1. Nothing in this Chapter 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 law, the confidentiality of information obtained pursuant to this Chapter and shall protect that information from disclosure that could prejudice the competitive position of the persons providing the information.

3. Any information received under this Chapter shall be treated as confidential and shall not be provided to a third party without written consent of the providing Party.

Chapter 5. TRADE REMEDIES

Article 5.1: Scope

1. With respect to the UAE, this Chapter shall apply to the trade remedies investigations and measures that are taken under the authority of the Minister of Economy or its successor.

2. With respect to Viet Nam, this Chapter shall apply to the trade remedies investigations and measures that are taken under the authority of the Minister of Industry and Trade of Viet Nam or its successor.

Article 5.2: Anti-Dumping and Countervailing Measures

1. The Parties reaffirm their rights and obligations under the provisions of Article VI and Article XVI of the GATT 1994, the Anti-Dumping Agreement and the SCM Agreement.

2. The Parties recognise the right to apply measures consistent with Article VI of the GATT 1994, the Anti-Dumping Agreement, the SCM Agreement, and the importance of promoting transparency.

3. Except as otherwise stipulated in this Article, this Agreement does not confer any additional rights or obligations on the Parties with regard to anti-dumping and countervailing measures, including the initiation and conduct of anti-dumping and countervailing duty investigations, as well as the application of anti-dumping and countervailing measures.

4. When the investigating authority of a Party receives a properly documented application by or on behalf of its domestic industry for the initiation of an anti-dumping investigation in respect of a product from the other Party, the former Party shall notify the other Party of the application as far in advance of the initiation if such investigation and by no later than 10 days before the date of initiation of the investigation.

5. As soon as possible after accepting a properly documented application for a countervailing duty investigation in respect of a product of the other Party, and in any event before initiating an investigation, the Party shall provide written notification of its receipt of the application to the other Party and invite the other Party for consultations with the aim of clarifying the situation as to the matters referred to in the application and arriving at a mutually agreed solution.

6. The investigating authority of each Party shall ensure, before a final determination is made, the disclosure of all essential facts under consideration which form the basis for the decision whether to apply definitive measures. This is without prejudice to Article 6.5 of the Anti-Dumping Agreement and Article 12.4 of the SCM Agreement. Disclosures shall be made in writing and allow interested parties sufficient time to make their comments.

7. Interested parties should be granted the right to express their views during anti-dumping and countervailing duty investigations in accordance with the conditions of each Party?s domestic laws and regulations.

8. The Parties shall observe the following practices in anti-dumping or countervailing cases between them in order to enhance transparency in the implementation of the WTO Agreement:

(a) when dumping margins are established, assessed, or reviewed under Articles 2, 9.3, 9.5, and 11 of the Anti-Dumping Agreement regardless of the comparison bases under Article 2.4.2 of the Anti-Dumping Agreement, all individual margins, whether positive or negative, should be counted toward the average;

(b) if a decision is taken to impose an anti-dumping duty pursuant to Article 9.1 of the Anti-Dumping Agreement, the Party taking such a decision may apply the "lesser duty" rule, by imposing a duty which is less than the dumping margin where such lesser duty would be adequate to remove the injury to the domestic industry; and

(c) the investigating Party shall request an exporter or producer in the territory of the other Party for a timely response to its questionnaires. When the investigating Party finds a major deficiency in information in a questionnaire response from relevant exporter or producer received before the deadline or requires clarifications for the purposes of investigation, the investigating Party shall demand the missing information or request clarification of information concerning the answers to the questionnaires.

This procedure shall not be used to cause unwarranted delays in the investigation or to circumvent the deadlines which are provided in the Party?s domestic laws and regulations.

9. In an anti-dumping investigation, where a Party?s authorities have made a preliminary affirmative determination of dumping and injury caused by such dumping, the Party shall afford due consideration and adequate opportunity for consultations, to exporters of the other Party regarding proposed price undertakings which, if accepted, may result in the suspension of the investigation without the imposition of anti-dumping duties, through the means provided for in the Party's domestic laws and regulations.

10. In a countervailing duty investigation, where a Party?s authorities have made a preliminary affirmative determination of subsidisation and injury caused by such subsidisation, the Party shall afford due consideration and adequate opportunity for consultations, to the other Party and exporters of the other Party, regarding proposed undertakings on price, which, if accepted, may result in the suspension of the investigation without the imposition of countervailing duties, through the means provided for in the Party?s domestic laws and regulations.

11. The Parties agree to examine, with special care, any application for the initiation of an antidumping investigation on a good originating in the other Party and on which anti-dumping measures have been terminated in the previous 12 months as a result of a review. Unless this pre-initiation examination indicates that the circumstances have changed, the investigation shall not proceed.

12. When imports of a product from more than one country are simultaneously subject to anti-dumping or countervailing duty investigation, a Party shall examine, with special care, whether the cumulative assessment of the effect of the imports

from the other Party is appropriate in light of the conditions of competition between the imported goods and the conditions of competition between the imported goods and the like domestic goods.

Article 5.3: Transitional Safeguard Measures

1. For the purposes of this Article:

domestic industry means, with respect to an imported product, the producers as a whole of the like or directly competitive products operating within the territory of a Party, or those producers whose collective output of the like or directly competitive products constitutes a major proportion of the total domestic production of that product; provisional transitional safeguard measure means a provisional safeguard measure described in paragraph 12;

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

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;

transition period, means, in relation to a particular product, the period of the staged tariff elimination for that good, in accordance with a Party's Schedule in Annex 2A (Schedules of Tariff Commitments) of Chapter 2 (Trade in Goods); and

transitional safeguard measure means a transitional safeguard measure described in paragraph 2.

2. 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 as to cause or threaten to cause serious injury to the domestic industry producing a like or directly competitive product, the importing Party may, to the extent necessary to prevent or remedy serious injury, apply a transitional safeguard measure consisting of:

(a) the suspension of further reduction of any rate of customs duty provided for under this Agreement on the product; or

(b) an increase in the rate of customs duty on the product to a level not to exceed the lesser of:

(i) the most-favoured-nation applied rate of customs duty in effect on the day when the transitional safeguard measure is taken; or

(ii) the most-favoured-nation applied rate of customs duty in effect on the day immediately preceding the date this Agreement enters into force.

3. A Party shall immediately notify the other Party in writing upon:

(a) initiating an investigation described in paragraph 5;

(b) making a finding of serious injury or threat of serious injury caused by increased imports described in paragraph 2; or

(c) taking a decision to apply, extend or modify a transitional safeguard measure.

4. On request of a Party whose product is subject to a transitional safeguard investigation under this Article, the Party conducting that investigation shall enter into consultations with the requesting Party with a view to reviewing the non-confidential version of the information arising from the investigation and exchanging views on the measure.

5. A Party shall apply a transitional safeguard measure only following an investigation by the Party?s competent authorities in accordance with Articles 3 and 4.2(c) of the Safeguards Agreement, and to this end, Articles 3 and 4.2(c) of the Safeguards Agreement are incorporated into and made a part of this Agreement, mutatis mutandis.

6. In the investigation described in paragraph 5, the Party shall comply with the requirements of Article 4.2 (a) and (b) of the Safeguards Agreement, and to this end, Article 4.2 (a) and (b) of the Safeguards Agreement is incorporated into and made part of this Agreement, mutatis mutandis.

7. Each Party shall ensure that its competent authorities complete the investigation referred to in paragraph 5 within one year following its date of initiation.

8. A Party shall not apply a transitional safeguard measure:

(a) except to the extent, and for such time, as may be necessary to prevent or remedy serious injury and to facilitate adjustment;

(b) for a period exceeding two years, except that the period may be extended by up to one year if the competent authorities of the importing Party determine, in conformity with the procedures specified in this Article, that the measure continues to be necessary to prevent or remedy serious injury and to facilitate adjustment and that there is evidence that the industry is adjusting, provided that the total period of application of a transitional safeguard measure, including the period of initial application and any extension thereof, shall not exceed three years; or

(c) beyond the expiration of the transition period.

9. A Party shall not apply a transitional safeguard measure more than once on the same product.

10. Where the expected duration of a transitional safeguard measure is over one year, the Party applying the measure shall progressively liberalise it at regular intervals during the period of application.

11. When a Party terminates a transitional safeguard measure, the rate of customs duty for the originating product subject to that measure shall be the rate that, in accordance with the Party's Schedule in Annex 2A (Schedules of Tariff Commitments) of Chapter 2 (Trade in Goods), would have been in effect but for that measure.

12. In critical circumstances where delay would cause damage that would be difficult to repair, a Party may apply a provisional transitional safeguard measure pursuant to a preliminary determination by its competent authorities that there is clear evidence that imports of an originating product from the other Party have increased as the result of the reduction or elimination of a customs duty under this Agreement, and such imports have caused or are threatening to cause serious injury to the domestic industry.

13. Before applying a provisional transitional safeguard measure, the applying Party shall notify the other Party.

14. The duration of any provisional transitional safeguard measure shall not exceed 200 days, during which time the Party applying that measure shall comply with the requirements of paragraphs 5 and 6.

15. The Party applying the provisional transitional safeguard measure shall promptly refund any tariff increases if the investigation described in paragraph 5 does not result in a finding that the requirements of paragraph 2 are met. For greater certainty, the duration of any provisional transitional safeguard measure shall be counted as part of the period described in subparagraph 8(b).

16. No later than 30 days after the application of the transitional safeguard measure, the Party applying that measure shall afford an opportunity for the other Party to consult with the applying Party regarding appropriate trade liberalising compensation in the form of concessions having substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the transitional safeguard measure. The applying Party shall provide such compensation as the Parties mutually agree.

17. If the consultations under paragraph 16 do not result in an agreement on trade liberalising compensation within 30 days of the beginning of the consultations, the Party whose goods are subject to the transitional safeguard measure may suspend the application of concessions, with respect to originating goods of the Party applying the transitional safeguard measure, which have trade effects substantially equivalent to the transitional safeguard measure.

18. A Party against whose product the transitional safeguard measure is applied shall notify the Party applying the transitional safeguard measure in writing at least 30 days before it suspends concessions in accordance with paragraph 17.

19. The right to suspend the application of concessions under paragraph 17 shall not be exercised for the first 24 months during which the transitional safeguard measure is in effect, provided that the transitional safeguard measure has been applied as a result of an absolute increase in imports and that it conforms to this Agreement.

20. The obligation to provide compensation under paragraph 16 and the right to suspend the application of concessions under paragraph 17 shall terminate on the date the transitional safeguard measure terminates.

Article 5.4: Global Safeguard Measures

1. The Parties reaffirm their rights and obligations under Article XIX of the GATT 1994 and the Safeguards Agreement. This Agreement does not confer any additional rights or obligations on the Parties with regard to actions taken under Article XIX of the GATT 1994 and the Safeguards Agreement.

2. A Party shall not apply, with respect to the same product, at the same time:

(a) a transitional safeguard measure under Article 5.3 (Transitional Safeguard Measures); and

(b) a measure under Article XIX of the GATT 1994 and the Safeguards Agreement.

3. At the request of the other Party and provided that it has a substantial interest, the Party intending to take safeguard measures shall provide immediately written notification of all pertinent information on the initiation of the safeguard investigation, the provisional findings and the final findings of the investigation.

4. For greater certainty, it is considered that a Party has a substantial interest when it is among the five largest suppliers of the imported goods during the most recent three-year period of time, measured in terms of either absolute volume or value.

Article 5.5: Cooperation on Trade Remedies

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

Article 5.6: Dispute Settlement

Except for Article 5.3 (Transitional Safeguard Measures), neither Party shall have recourse to dispute settlement under Chapter 17 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 6. SANITARY AND PHYTOSANITARY MEASURES

Article 6.1: Definitions

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

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

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

Contact Point means the government body of each Party that is responsible for the implementation and coordination of this Chapter; and

Emergency measure means a sanitary or phytosanitary measure that is applied by the importing Party to a good of the exporting Party to address an urgent problem of human, animal, or plant life or health protection that arises or threatens to arise in the importing Party.

Article 6.2: Objectives

The objectives of this Chapter are to protect human, animal, and plant life or health while facilitating trade, to enhance cooperation, communication, and transparency between the Parties, and to ensure that the Parties' sanitary and phytosanitary measures are science-based and do not create unjustified barriers to trade.

Article 6.3: Scope

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

Article 6.4: General Provisions

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

2. Nothing in this Agreement shall limit the rights and obligations of each Party under the SPS Agreement.

Article 6.5: Contact Points and Competent Authorities

1. Upon the entry into force of this Agreement, each Party shall designate a Contact Point or Contact Points to facilitate communication on matters covered by this Chapter and promptly notify the other Party no later than 30 days after the entry into force of this Agreement.

2. For the purposes of implementing this Chapter, the Competent Authorities of the Parties shall be those listed in Annex 6A (Competent Authorities).

3. Each Party shall keep the information on Contact Points and Competent Authorities up to date and shall promptly inform the other Party of any change.

Article 6.6: Technical Consultations

1. The Parties will work expeditiously to address any specific SPS trade-related issue and commit to carry out the necessary technical level discussions in order to resolve any such issue.

2. At any time, a Party may raise a specific SPS issue with the other Party through the Contact Points and the Competent Authorities, as referred to in Annex 6A (Competent Authorities), and may request additional information related to the issue. The other Party shall respond in a timely manner.

3. If an issue is not resolved through the information exchanged under paragraph 2 and Article 6.9 (Transparency and Exchange of Information), upon request of either Party through its Contact Point, the Parties shall meet in a timely manner to discuss the specific SPS issue, to avoid a disruption in trade, or to reach a mutually acceptable solution. The Parties shall meet either in person or using available technological means.

Article 6.7: Equivalence

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

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

3. The fact that an exported product achieves compliance with sanitary and phytosanitary measures or standards that have been accepted as equivalent to sanitary and phytosanitary measures and standards of the importing Party shall not remove the need for that product to comply with any other relevant, mandatory requirements of the importing Party.

Article 6.8: Emergency Measures

1. If a Party adopts an emergency measure that is necessary for the protection of human, animal, or plant life or health, that Party shall promptly notify the other Party of that measure through the relevant Contact Point and the Competent Authority referred to in Article 6.5 (Contact Points and Competent Authorities). The Party adopting the emergency measure shall take into consideration any information provided by the other Party in response to the notification and, upon request of the other Party, the consultations between the Parties shall be held within 14 working days of the notification.

2. The importing Party shall consider information provided by the exporting Party in a timely manner when making decisions with respect to consignments that, at the time of adoption of the emergency measure, are being transported between the Parties.

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

Article 6.9: Transparency and Exchange of Information

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

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

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

4. The Parties shall exchange information on proposed or actual sanitary and phytosanitary measures which affect or are likely to affect trade between them and relating to each Party?s SPS regulatory system and to the extent that any Party desires to provide written comments on a proposed sanitary and phytosanitary measure by the other Party, the Party shall provide those comments in a timely manner.

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

6. Each Party shall notify the other Party of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text or the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. Each Party shall publish, preferably by

electronic means, notices of final sanitary or phytosanitary measures.

7. An exporting Party shall notify the importing Party through the Contact Points established under Article 6.5 (Contact Points and Competent Authorities) in a timely and appropriate manner if it has knowledge of:

(a) a significant or urgent situation of a sanitary or phytosanitary risk in its territory that may affect current trade between the Parties; or

(b) significant changes in food safety, pest, or disease management, control, or eradication policies or practices that may affect current trade between the Parties.

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

9. Each Party shall provide information, upon request of the other Party, on results of import checks in case of rejected or non-compliant consignments, including the scientific basis for such rejections.

Article 6.10: Cooperation

1. The Parties shall cooperate to facilitate the implementation of this Chapter.

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

3. The Parties may promote cooperation on matters related to the implementation of the SPS Agreement, and the relevant international standard-setting bodies such as the Codex Alimentarius Commission, the International Plant Protection Convention (IPPC), and the World Organisation for Animal Health, as appropriate.

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

(a) share best practices; and

(b) cooperate on joint scientific data collection.

Chapter 7. TECHNICAL BARRIERS TO TRADE

Article 7.1: Definitions

For the purposes of this Chapter, the definitions shall be those contained in Annex 1 of the TBT Agreement.

Article 7.2: Objectives

The objectives of this Chapter are to facilitate trade, including by:

(a) eliminating unnecessary technical barriers to trade;

(b) enhancing transparency; and

(c) promoting greater regulatory cooperation, good regulatory practices and joint cooperation between two Parties.

Article 7.3: Scope

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

2. Notwithstanding paragraph 1, this Chapter shall not apply to:

(a) technical specifications prepared by a governmental body for its production or consumption requirements which are covered by Chapter 11 (Government Procurement); or

(b) sanitary or phytosanitary measures which are covered by Chapter 6 (Sanitary and Phytosanitary Measures).

Article 7.4: Affirmation of the TBT Agreement

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

Article 7.5: International Standards

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

2. In determining whether an international standard, guide, or recommendation within the meaning of Article 2 and 5 and Annex 3 of the TBT Agreement exists, each Party shall base its determination on the principles set out in the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade since 1 January 1995 as revised on 15 November 2022 (G/TBT/1/Rev15), and any subsequent version thereof.

Article 7.6: Technical Regulations

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

2. Each Party shall give positive consideration to a request by the other Party to negotiate arrangements for achieving the equivalence of technical regulations. Where a Party refuses to negotiate such arrangements, it shall, on request of the other Party, provide the reason for its decision.

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

Article 7.7: Conformity Assessment Procedures

1. The Parties recognise that a broad range of mechanisms exists to facilitate the acceptance in a Party's territory of the results of conformity assessment procedures conducted in the other Party's territory. Such mechanisms may include:

(a) recognition of the existing international multilateral recognition agreements and arrangements among accreditation bodies as well as conformity assessment bodies to which the Parties are party;

(b) mutual recognition of conformity assessment results by the other Party.

(c) designation of conformity assessment bodies located in the territory of the other Party;

(d) voluntary arrangements between conformity assessment bodies in the territory of each Party;

(e) utilisation of accreditation to qualify conformity assessment bodies;

(f) acceptance of supplier's declaration of conformity where appropriate;

(g) harmonizing conformity assessment procedures as mutually agreed by the Parties; and

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

2. Each Party shall ensure, whenever possible, that the results of conformity assessment procedures conducted in the territory of the other Party are accepted, even when those procedures differ from its own, provided that those procedures offer a satisfactory assurance of applicable technical regulations or standards equivalent to its own procedures. Where a Party does not accept the results of a conformity assessment procedure conducted in the territory of the other Party, it shall, on request of the other Party, explain the reasons for its decision.

3. In order to enhance confidence in the consistent reliability of conformity assessment results, the Parties may consult on matters such as the technical competence of the conformity assessment bodies involved.

4. Each Party shall give positive consideration to a request by the other Party to negotiate agreements or arrangements for the mutual recognition of the results of their respective conformity assessment procedures in areas mutually agreed upon.

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

Article 7.8:

Cooperation

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

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

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

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

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

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

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

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

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

(d) exchange of market surveillance information where appropriate.

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

4. The Parties shall encourage the cooperation between their relevant standardization activities, such as:

(a) exchange of information on standards, conformity assessment, metrology;

(b) exchange of information relating to standards setting procedures; and

(c) concertation in areas of mutual interests at both international and regional fora.

Article 7.9: Transparency

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

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

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

Article 7.10: Contact Points

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

(a) For Viet Nam: The Commission for the Standards, Metrology and Quality of Viet Nam, Ministry of Science and Technology, or its successor; and

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

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

Article 7.11: Information Exchange and Technical Discussions

1. Any information or explanation that a Party provides on request of the other Party pursuant to this Chapter shall be provided in print or electronically. A Party shall endeavour to respond to such a request within 60 days of the date of receiving request.

2. All communication between the Parties on any matter covered by this Chapter shall be conducted through the contact points designated under Article 7.10 (Contact Points).

3. On request of a Party for technical discussions on any matter arising under this Chapter, the Parties shall endeavour, to the extent practicable, to enter into technical discussions by notifying the contact points designated under Article 7.10 (Contact Points).

Chapter 8. TRADE IN SERVICES

Article 8.1: Definitions

For the purposes of this Chapter:

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

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

airport operation and management services means the supply of air terminal, airfield and other airport infrastructure operation services on a fee or contract basis. Airport operation services do not include air navigation services;

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 representative office, within the territory of a Party for the purpose of supplying a service;

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

ground handling services means the supply at an airport, on a fee or contract basis, of the following: airline representation, administration and supervision; passenger handling; baggage handling; ramp services; catering (except the preparation of the food); air cargo and mail handling; fuelling of an aircraft; aircraft servicing and cleaning; surface transport; and flight operations, crew administration and flight planning. Ground handling services do not include self-handling; security; line maintenance; aircraft repair and maintenance; or management or operation of essential centralised airport infrastructure such as de-icing facilities, fuel distribution systems, baggage handling systems, and fixed intra-airport transport systems;

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

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

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

(A) that Party; or

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

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

(A) natural persons of that Party; or

(B) juridical persons of that other Party identified under subparagraph (i).

a juridical person is:

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

(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; or

(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;

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

measures by 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;

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

measures by 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 a Party to be offered to the public generally; and

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

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

natural person of the other Party means a national or a permanent resident (1) of the UAE or Viet Nam;

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

person means either a natural person or a juridical person;

sector of a service means:

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

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

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

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

service consumer means any person that receives or uses a service;

service of the other Party means a service which is supplied:

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

(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 that other Party;

service supplier means any person that seeks to supply or supplies a service; (2)

(2) Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a

representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under the 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.

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

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

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

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

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

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

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

Article 8.2: Scope

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

2. This Chapter shall not apply to:

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

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

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

(d) measures affecting natural persons of a Party seeking access to the employment market of the other Party, or measures regarding citizenship, residence or employment on a permanent basis.

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

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

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

(i) aircraft repair and maintenance services;

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

(iii) computer reservation system services;

(iv) airport operation and management services; or

(v) ground-handling services.

Article 8.3: Schedules of Specific Commitments

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

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

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

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

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

3. Measures inconsistent with both Articles 8.5 (Market Access) and 8.6 (National Treatment) shall be inscribed in the column relating to Article 8.5 (Market Access).

In this case, the inscription will be considered to provide a condition or qualification to Article 8.6 (National Treatment) as well.

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

Article 8.4: Most-Favoured-Nation Treatment

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

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

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

(b) Treatment granted by the UAE to services and service suppliers of the Gulf Cooperation Council ("GCC") Member States under the GCC Economic Agreement and treatment granted by the UAE under the Greater Arab Free Trade Area (GAFTA).

(c) Treatment granted by Viet Nam to services and service suppliers of the Association of Southeast Asian Nations (ASEAN) Member States under any ASEAN agreement open to participation by any ASEAN Member State, in force or signed after the date of entry into force of this Agreement.

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

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

Article 8.5: Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services"contained in Article 8.1 (Definitions), each Party shall accord services and 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 of Specific Commitments. (4)

(4) If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in the definition of "trade in services"subparagraph (w)(i) contained in Article 8.1(Definitions) 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 the definition of "trade in services" paragraph (w) (iii) contained in Article 8.1 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

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

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

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

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

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

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

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

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

Article 8.6: National Treatment

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

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

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

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

Article 8.7: Additional Commitments

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

Article 8.8: Modification of Schedules

1. (a) A Party (referred to in this Article as the ?modifying Party?) may modify or withdraw any commitment in its Schedule, at any time after three years have elapsed from the date on which that commitment entered into force, in accordance with the provisions of this Article.

(b) A modifying Party shall notify its intent to modify or withdraw a commitment pursuant to this Article to the Joint Committee no later than three months before the intended date of implementation of the modification or withdrawal.

2. At the request of a Party the benefits of which under this Chapter may be affected (referred to in this Article as an "affected Party") by a proposed modification or withdrawal notified under subparagraph 1(b), the modifying Party shall enter into negotiations with a view to reaching agreement on any necessary compensatory adjustment. In such negotiations and agreement, the Parties shall endeavour to maintain a general level of mutually advantageous commitments not less favourable to trade than that provided for in Schedules of Specific Commitments prior to such negotiations.

3. If agreement is not reached between the modifying Party and the affected Party before the end of the period provided for negotiations, the affected Party may refer the matter to the Joint Committee.

4. The Joint Committee shall establish procedures for rectification or modification of Schedules. A Party which has modified or withdrawn scheduled commitments under this Article shall modify its Schedule according to such procedures.

Article 8.9: Domestic Regulation

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

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

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

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

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

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

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

(d) if an application is terminated or denied, to the 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 a view to ensuring that measures relating to qualification requirements and procedures, technical standards and licensing requirements do not constitute unnecessary barriers to trade in services, in sectors where specific commitments are undertaken, the Parties shall aim to ensure that such requirements are:

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

(b) not more burdensome than necessary to ensure the quality of the service; and

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

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

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

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

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

Article 8.10: Recognition

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

2. Where a Party recognises, by agreement or arrangement, the education or experience obtained, requirements met, or licenses or certifications granted in the territory of a non-party, that Party shall afford the other Party adequate opportunity to negotiate its accession to such an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it.

Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate

that the education, experience, licences or certifications obtained or requirements met in that other Party's territory should also be recognised.

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

Article 8.11: Payments and Transfers

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

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the Fund, 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 8.14 (Restrictions to Safeguard the Balance-of-Payments) or at the request of the International Monetary Fund.

Article 8.12: Monopolies and Exclusive Service Suppliers

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

Article 8.13: Business Practices

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

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

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

2. The rights and obligations of the Parties in respect of such restrictions shall be governed by paragraphs 1 to 3 of Article XII of the GATS, which are hereby incorporated into and made part of this Agreement.

A Party adopting or maintaining such restrictions, or changing existing restrictions, shall promptly notify the Joint Committee thereof.

Article 8.15: Denial of Benefits

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

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

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

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

(a) by a vessel registered under the laws of a non-party, and

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

Article 8.16: Review

1. With the objective of further liberalising trade in services between them, the Parties agree to jointly review their Schedules of Specific Commitments and their Lists of MFN Exemptions, taking into account any services liberalisation developments as a result of on-going work under the auspices of the WTO.

2. The first such review shall take place no later than three years after the entry into force of this Agreement.

Article 8.17: Annexes

The following Annexes form an integral part of this Chapter:

- Annex 8A (Schedules of Specific Commitments)

- Annex 8B (List of MFN Exemptions)

- Annex 8C (Movement of Natural Persons)

- Annex 8D (Telecommunications)

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For the purposes of this Chapter:

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

Electronic transmission means a transmission made using any electromagnetic means, including by photonic means;

Open government data means information, including data, made available to the public by the central level of government;

Personal information means any information, including data, about an identified or identifiable natural person;

Trade administration documents means forms issued or controlled by a Party that must be completed by or for an importer or exporter in connection with the import or export of goods; and

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

Article 9.2. Objectives

1. The Parties recognise the economic growth and opportunity that electronic commerce provides, the importance of frameworks that promote consumer confidence in electronic commerce, and the importance of facilitating the development and use of electronic commerce.

2. The objectives of this Chapter are to:

(a) promote digital trade between the Parties and the wider use of electronic commerce globally;

(b) contribute to creating an environment of trust and confidence in the use of electronic commerce; and

(c) enhance cooperation between the Parties regarding development of electronic commerce.

Article 9.3. General Provisions

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

2. This Chapter shall not apply to:

(a) government procurement;

(b) information held or processed by or on behalf of a Party, or measures related to such information, including measures related to its collection, except for Article 9.13 (Open Government Data); or

(c) financial services and financial service suppliers as defined in the Annex of Financial Services of the GATS.

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

Article 9.4. Customs Duties

1. Each Party shall maintain its current practice of not imposing customs duties on electronic transmissions between the Parties.

2. The practice referred to in paragraph 1 is in accordance with the WTO Ministerial Decision of 2 March 2024 in relation to the Work Programme on Electronic Commerce (WT/MIN(24)/38).

3. Each Party may adjust its practice referred to in paragraph 1 with respect to any further outcomes in the WTO Ministerial Decisions on customs duties on electronic transmissions within the framework of the Work Programme on Electronic Commerce.

4. The Parties shall review this Article in light of any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce.

5. For greater certainty, paragraph 1 shall not preclude a Party from imposing taxes, fees, or other charges on electronic transmissions, provided that such taxes, fees, or charges are imposed in a manner consistent with this Agreement.

Article 9.5. Domestic Electronic Transactions Framework

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

2. Each Party shall endeavour to avoid any unnecessary regulatory burden on electronic transactions.

Article 9.6. Electronic Authentication and Electronic Signature

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

2. Taking into account international norms for electronic authentication, each Party shall endeavour to:

(a) permit participants in electronic transactions to determine appropriate electronic authentication technologies and implementation models for their electronic transactions;

(b) not limit the recognition of electronic authentication technologies and implementation models for electronic transactions; and

(c) permit participants in electronic transactions to have the opportunity to prove that their electronic transactions comply with its laws and regulations with respect to electronic authentication.

3. Notwithstanding paragraph 2, a Party may require that, for a particular category of electronic 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 encourage the use of interoperable electronic authentication.

Article 9.7. Paperless Trading

1. Each Party shall endeavour to:

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

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

2. The Parties shall cooperate in international fora to enhance acceptance of electronic versions of trade administration documents.

Article 9.8. 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 other measures conducive to the development of consumer confidence.

2. Each Party shall endeavour to adopt or maintain consumer protection laws or regulations to proscribe misleading, deceptive, and fraudulent commercial activities that cause harm or potential harm to consumers engaged in electronic commerce.

Article 9.9. Online Personal Information Protection

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

2. To this end, each Party shall endeavour to adopt or maintain a legal framework that provides for the protection of the personal information of the users of electronic commerce. (1)

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

In the development of any legal framework for the protection of online personal information, each Party shall endeavour to take into account principles and guidelines of relevant international organisations.

3. The Parties shall cooperate, to the extent possible, for the protection of personal information transferred by any electronic means from a Party.

Article 9.10. Principles on Access to and Use of the Internet for Electronic Commerce

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

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

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

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

Article 9.11. Unsolicited Commercial Electronic Messages

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

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

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

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

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

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

Article 9.12. Cross-Border Transfer of Information by Electronic Means

Recognising the importance of the cross-border transfer of information by electronic means in facilitating trade, and the importance of protecting personal data/information and sensitive data/information and information of entities in its territory, the Parties shall endeavour to refrain from imposing or maintaining unnecessary barriers to cross-border transfer of information by electronic means when this activity is for the conduct of business objectives in accordance with laws and regulations of each Party.

Article 9.13. Open Government Data

1. The Parties recognise that facilitating public access to and use of open government data may foster economic and social development, competitiveness, and innovation.

2. To the extent that a Party makes government data available to the public, it is encouraged, to the extent practicable, to ensure that the information is made available in an open or machine readable format that allows it to be searched, retrieved, used, reused, and redistributed freely by the public.

3. The Parties shall endeavour to cooperate in matters that facilitate and expand public access to, and use of, open government data with a view to encouraging the development of electronic commerce and creating business opportunities.

4. For greater certainty, this Article is without prejudice to a Party's laws and regulations, including, but not limited to, intellectual property and personal information/data protection.

Article 9.14. Digital Government

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

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

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

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

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

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

Article 9.15. Electronic Invoicing

1. The Parties recognise the importance of electronic invoicing, which increases the efficiency, accuracy, and reliability of transactions.

2. The Parties recognise the benefits of interoperable electronic invoicing systems. When developing measures related to electronic invoicing, a Party shall endeavour to take into account international standards, where applicable, and in accordance with its readiness in terms of capacity, regulations, and infrastructure.

3. The Parties agree to cooperate and collaborate on initiatives which promote, encourage, support, or facilitate the adoption of e-invoicing.

Article 9.16. Digital Identities

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

(a) promoting technical interoperability between Parties? implementation of digital identities;

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

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

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

Article 9.17. Cooperation

1. Recognising the importance of digital trade to their collective economies, the Parties shall endeavour to maintain a mechanism of cooperation on regulatory matters relating to digital trade with a view to sharing information and experiences.

2. The Parties have a shared vision to promote secure digital trade and recognise that threats to cybersecurity undermine confidence in digital trade.

Accordingly, the Parties recognise the importance of cooperation in:

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

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

(c) promoting the development of a strong public and private workforce in the area of cybersecurity.

Chapter 10. INVESTMENT FACILITATION

Article 10.1. UAE - Viet Nam Bilateral Investment Agreement

The Parties note the existence of the Agreement between the Government of the United Arab Emirates and the Government of the Socialist Republic of Viet Nam, signed at Abu Dhabi, United Arab Emirates on 16 February 2009 ("UAE - Viet Nam Bilateral Investment Agreement") and any subsequent amendments thereto, if any.

Article 10.2. Promotion of Investment

The Parties affirm their desire to promote an attractive investment climate and expand trade in products and services.

The Parties shall take appropriate measures to encourage and facilitate the exchange of investments and to secure favourable conditions for long-term economic development.

Article 10.3. Transparency

1. Each Party shall, to the extent possible, publish promptly and, except in emergency situations, at the latest by the time of their entry into force, laws and regulations affecting investment, and international investment agreements to which a Party is party.

2. To the extent possible, each Party shall make the laws, regulations and international investment agreements of the kind referred to in paragraph 1 available on the internet.

3. Each Party shall endeavour to respond within a reasonable period of time to all requests by the other Party for specific information on:

(a) laws, regulations or international investment agreements referred to in paragraph 1; and

(b) new, or changes to existing, laws or regulations relating to investment.

Article 10.4. Investment Subcommittee

1. The Parties shall establish a United Arab Emirates - Viet Nam Investment Subcommittee (Investment Subcommittee), which shall be composed of representatives of both Parties. The Investment Subcommittee shall be co-chaired by representatives of the Ministry of Finance of the United Arab Emirates and the Ministry of Planning and Investment of Viet Nam.

2. Each Party shall designate a contact point to facilitate communications between the Parties on any matter covered by this Chapter. Upon request of another Party, the contact point shall:

(a) identify the office or official responsible for the relevant matter; and

(b) assist as necessary in facilitating communications with the requesting Party with respect to that matter.

3. Any notification or communication under this Chapter shall be provided to the other Party through the relevant contact points in the English language.

Article 10.5. Objectives of the Investment Subcommittee

The objectives of the Investment Subcommittee are as follows:

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

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

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

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

(e) To promote, as far as possible, the dissemination of investment information, including investment rules, regulations, policies and procedures;

(f) To the extent possible, to identify and work toward the removal of impediments to investment flows; and

(g) To seek the views of the private sector, where appropriate, on matters related to the work of the Investment Subcommittee.

Article 10.6. Role of the Investment Subcommittee

The Investment Subcommittee shall meet at such times and venues as agreed by the Parties.

A Party may refer a specific investment matter to the Investment Subcommittee by delivering a written request to the other Party that includes a description of the matter concerned.

The Investment Subcommittee shall take up the matter promptly after the request is delivered unless the requesting Party agrees to postpone discussion of the matter. The Parties shall avail themselves of the opportunity to discuss and address the issue amicably in the Investment Subcommittee, keeping in mind the objective of promoting and facilitating trade and investment.

Article 10.7. Non-Application of Dispute Settlement

Chapter 17 (Dispute Settlement) shall not apply to any matter or dispute arising from this Chapter.

Chapter 11. GOVERNMENT PROCUREMENT

Article 11.1: Objectives

The Parties recognise the importance of cooperation in the field of government procurement and cooperate for the purposes of promoting greater transparency in the field of government procurement in accordance with their respective laws and regulations.

Article 11.2: Scope

This Chapter shall apply to the laws, regulations, and procedures of a Party regarding government procurement implemented by its central government procurement entities, as defined or notified by that Party for the purposes of this Chapter.

Article 11.3: Areas of Cooperation

The Parties shall endeavour to cooperate on matters relating to government procurement, with a view to achieving a better understanding of each Party?s respective government procurement systems. Such cooperation may include:

a) exchanging experience and non-confidential information, such as laws and regulations and any significant modifications thereof;

b) sharing experience and information on the use of electronic means in government procurement, and related matters;

and

c) sharing information, where possible, on best practices, including those in relation to micro, small and medium-sized enterprises.

Article 11.4: Information on the Procurement System

1. Each Party shall make publicly available its laws, regulations and procedures regarding government procurement, which may include information on where tender opportunities and contract award notices are published.

2. To the extent possible and as appropriate, each Party shall endeavour to make available and update the information referred to in paragraph 1 through electronic means.

3. Each Party shall specify in Annex 11A (Paper or Electronic Means Utilised by Parties for the Publication of Information) the paper or electronic means utilised by that Party to publish the information referred to in paragraph 1.

Article 11.5: Consultations

1. In the event of any disagreement related to the interpretation and application of this Chapter, consultations shall be held on request of either Party.

2. A request for such consultations shall be submitted to the other Party?s contact point established under Article 11.7 (Contact Points) of this Agreement. Unless the Parties agree otherwise, they shall hold consultations within 60 days from the date of receipt of the request.

3. Consultations can be conducted in the forms that are agreed by the Parties.

Article 11.6: Non-Application of Dispute Settlement

Any matter arising under this Chapter shall not be subject to the dispute settlement mechanism provided for in Chapter 17 (Dispute Settlement) of this Agreement.

Article 11.7: Contact Points

1. Each Party shall designate a contact point in Annex 11B (Contact Points) to monitor the implementation of this Chapter. The contact points shall work collaboratively to facilitate the implementation of this Chapter.

2. The Parties shall notify each other of any change to their contact points.

Article 11.8: Review

The Parties may review this Chapter with a view to enhancing the level of transparency and cooperation.

Chapter 12. INTELLECTUAL PROPERTY RIGHTS (IPR)

SECTION A: GENERAL PROVISIONS

Article 12.1: Definitions

For the purposes of this Chapter:

Intellectual property embodies:

(a) copyright and related rights;

(b) patents and utility models;

(c) trademarks;

(d) industrial designs;

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

(f) geographical indications;

(g) plant varieties; and

(h) protection of undisclosed information.

National means, in respect of the relevant right, a person of a Party that would meet the criteria for eligibility for protection provided for in the agreements listed in Article 12.5 (International Agreements) or the TRIPS Agreement.

Article 12.2: Objectives

The protection and enforcement of intellectual property rights should contribute to the promotion of trade, investment, technological innovation and cultural industry, and to the transfer and dissemination of technology, to the mutual advantage of producers and users of technological knowledge and in a manner conducive to social and economic welfare, and to a balance of rights and obligations.

Article 12.3: Principles

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

Article 12.4: Nature and Scope of Obligations

Each Party shall give effect to the provisions of this Chapter. A Party may, but shall not be obliged to, provide more extensive protection for, or enforcement of, intellectual property rights under its law (1) than is required by this Chapter, provided that such protection or enforcement does not contravene the provisions of this Chapter. Each Party shall be free to determine the appropriate method of implementing the provisions of this Chapter within its own legal system and practices.

(1) For greater certainty, for the purposes of this Article, "law" encompasses the legal system including regulations, decrees and practices in a broad sense.

Article 12.5: International Agreements

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

(a) Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPS Agreement);

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

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

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

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

(f) WIPO Performances and Phonograms Treaty of 20 December 1996 (WPPT);

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

(h) WIPO Copyright Treaty of 20 December 1996 (WCT);

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

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

2. A Party shall ratify or accede to the International Convention for the Protection of New Varieties of Plants (UPOV) 1991, if it is not already party to that Convention.

Article 12.6: Intellectual Property and Public Health

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

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

Article 12.7: National Treatment

1. In respect of all categories of intellectual property covered in this Chapter, each Party shall accord to nationals of the other Party treatment no less favourable than it accords to its own nationals with regard to the protection of intellectual property rights in accordance with Article 3(1) of the TRIPS Agreement.

2. A Party may derogate from paragraph 1 in relation to its judicial and administrative procedures, including requiring a national of the other Party to designate an address for service of process in its territory, or to appoint an agent in its territory, provided that such derogation is:

(a) necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter; and

(b) not applied in a manner that would constitute a disguised restriction on trade.

3. Paragraph 1 does not apply to procedures provided in multilateral agreements concluded under the auspices of WIPO relating to the acquisition or maintenance of intellectual property rights.

Article 12.8: Transparency

1. Each Party shall, if applicable, subject to its legal system and practices, make information concerning application and registration of trademarks, geographical indications, industrial designs, patents and plant variety rights accessible to the general public.

2. Each Party shall endeavour to make available such information in the English language.

Article 12.9: Exhaustion of Intellectual Property Rights

Without prejudice to any provisions addressing the exhaustion of intellectual property rights in the international agreements to which a Party is a member, nothing in this Chapter shall prevent a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system.

SECTION B: COOPERATION

Article 12.10: Cooperation Activities and Initiatives

1. The Parties shall endeavour to cooperate on the subject matters covered by this Chapter, such as through appropriate coordination, training and exchange of information between the respective intellectual property offices of the Parties, or other institutions, as determined by each Party. Cooperation activities and initiatives undertaken under this Chapter shall be subject to the availability of resources, and on request, and on terms and conditions mutually agreed upon between the Parties. Cooperation activities may cover areas such as:

(a) developments in domestic and international intellectual property policy;

(b) patent examination quality and efficiency;

(c) intellectual property administration and registration systems;

(d) education and awareness relating to intellectual property;

(e) intellectual property issues relevant to:

(i) micro, small and medium-sized enterprises;

(ii) science, technology and innovation activities;

(iii) the generation, transfer and dissemination of technology;

(iv) promoting the cultural industry; and

(v) empowering women and youth;

(f) policies involving the use of intellectual property for research, innovation and economic growth;

(g) implementation of multilateral intellectual property agreements, such as those concluded or administered under the auspices of WIPO;

(h) capacity-building;

(i) enforcement of intellectual property rights; and

(j) other activities and initiatives as may be mutually determined by the Parties.

2. The Joint Committee established under Article 15.1 (Joint Committee) of Chapter 15 (Administration of the Agreement) may establish an Intellectual Property Subcommittee in appropriate cases of mutual concerns.

SECTION C: TRADEMARKS

Article 12.11: Types of Signs Registrable as Trademarks

Neither Party shall require, as a condition of registration, that a sign be visually perceptible, nor shall a Party deny registration of a trademark only on the ground that the sign of which it is composed is a sound. Additionally, each Party shall make best efforts to register scent marks. A Party may require a concise and accurate description, or graphical representation, or both, as applicable, of the trademark.

Article 12.12: Collective and Certification Marks

Each Party shall provide that trademarks include collective marks and certification marks. A Party is not obligated to treat certification marks as a separate category in its law, provided that those marks are protected. Each Party shall also provide that signs that may serve as geographical indications are capable of protection under its trademark system. (2)

(2) Consistent with the definition of a geographical indication in Article 12.24 (Protection of Geographical Indications), any sign or combination of signs shall be eligible for protection under one or more of the legal means for protecting geographical indications, or a combination of such means.

Article 12.13: Use of Identical or Similar Signs

Each Party shall provide that the owner of a registered trademark has the exclusive right to prevent third parties that do not have the owner?s consent from using in the course of trade identical or similar signs, including subsequent geographical indications, (3), (4) for goods or services that are related to those goods or services in respect of which the owner?s trademark is registered, where such use would result in a likelihood of confusion. In the case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed.

(3) For greater certainty, the exclusive right in this Article applies to cases of unauthorised use of geographical indications with goods for which the trademark is registered, in cases in which the use of that geographical indication in the course of trade would result in a likelihood of confusion as to the source of the goods.

(4) For greater certainty, the Parties understand that this Article should not be interpreted to affect their rights and obligations under Articles 22 and 23 of the TRIPS Agreement.

Article 12.14: Exceptions

A Party may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that those exceptions take account of the legitimate interest of the owner of the trademark and of third parties.

Article 12.15: Well-Known Trademarks

1. Neither Party shall require as a condition for determining that a trademark is well-known that the trademark has been registered in the Party or in another jurisdiction, included on a list of well-known trademarks, or given prior recognition as a well-known trademark.

2. Article 6bis of the Paris Convention shall apply, mutatis mutandis, to goods or services that are not identical or similar to those identified by a well-known trademark, (5) whether registered or not, provided that use of that trademark in relation to those goods or services would indicate a connection between those goods or services and the owner of the trademark, and provided that the interests of the owner of the trademark are likely to be damaged by such use.

(5) In determining whether a trademark is well-known in a Party, that Party need not require that the reputation of the trademark extend beyond the sector of the public that normally deals with the relevant goods or services.

3. Each Party recognises the importance of the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks as adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO September 20 to 29, 1999.

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well- known trademark (6), for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide such measures including in cases in which the subsequent trademark is likely to deceive.

(6) The Parties understand that a well-known trademark is one that was already well-known before, as determined by a Party, the application for, registration of or use of the first-mentioned trademark.

Article 12.16: Procedural Aspects of Examination, Opposition and Cancellation or Termination (7)

(7) In this Chapter, the term "Termination" is equivalent to "invalidation", which has retroactive effect.

Each Party shall provide a system for the examination and registration of trademarks which includes, inter alia:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register a trademark;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register a trademark;

(c) providing an opportunity to oppose the registration of a trademark or to seek cancellation or termination of a trademark; and

(d) requiring administrative decisions in opposition and cancellation proceedings to be reasoned and in writing, which may be provided by electronic means.

Article 12.17: Electronic Trademarks System

Each Party shall provide:

(a) a system for the electronic application for, and maintenance of, trademarks; and

(b) a publicly available electronic information system, including an online database, of trademark applications and of registered trademarks.

Article 12.18: Classification of Goods and Services

Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, done at Nice, June 15, 1957, as revised and amended (Nice Classification). Each Party shall provide that:

(a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification; (8) and

(8) A Party that relies on translations of the Nice Classification shall follow updated versions of the Nice Classification to the extent that official translations have been issued and published.

(b) goods or services may not be considered as being similar to each other on the ground that, in any registration or publication, they are classified in the same class of the Nice Classification. Conversely, each Party shall provide that goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication, they are classified in different classes of the Nice Classification.

Article 12.19: Terms of Protection for Trademarks

Each Party shall provide that initial registration and each renewal of registration of a trademark shall be for a term of no less than 10 years.

Article 12.20: Non-Recordal of a License

Neither Party shall require recordal of trademark licenses:

(a) to establish the validity of the license; nor

(b) as a condition for use of a trademark by a licensee to be deemed to constitute use by the holder in a proceeding that relates to the acquisition, maintenance or enforcement of trademarks.

Article 12.21: Domain Names

In connection with each Party's system for the management of its country-code top-level domain (ccTLD) domain names, the following shall be available:

(a) an appropriate procedure for the settlement of disputes, based on, or modelled along the same lines as, the principles established in the Uniform Domain-Name Dispute-Resolution Policy, as approved by the Internet Corporation for Assigned Names and Numbers (ICANN) or that:

(i) is designed to resolve disputes expeditiously and at low cost;

(ii) is fair and equitable;

(iii) is not overly burdensome; and

(iv) does not preclude resort to judicial proceedings;

(b) online public access to a reliable and accurate database of contact information concerning domain name registrants, in accordance with each Party?s law and, if applicable, relevant administrator policies regarding the protection of privacy and personal data.

SECTION D: COUNTRY NAMES

Article 12.22: Country Names

Each Party shall provide the legal means for interested persons to prevent commercial use of the country name of a Party in relation to a good in a manner that misleads consumers as to the origin of that good.

SECTION E: GEOGRAPHICAL INDICATIONS

Article 12.23: Protection (9) of Geographical Indications

(9) For greater certainty, protection of Geographical Indications collectively means protection by registration or recognition.

1. Geographical indication means an indication that identifies a good as originating in the territory of a Party, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.

2. The Parties reaffirm that geographical indications may be protected through a trademark or sui generis system or other legal means.

Article 12.24: System of Registration and Protection of Geographical Indications

1. Each Party shall maintain a system for the registration and protection of geographical indications which shall contain at least the following elements:

(a) a register listing geographical indications protected in the territory of that Party;

(b) an administrative process verifying that geographical indications to be entered, or maintained on the register referred to in subparagraph (a) identify a good as originating in a territory, region or locality of a Party, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin;

(c) an opposition procedure that allows the legitimate interests of any natural or legal person to be taken into account; and

(d) procedures for rectification and removal or termination of the effects of the entries on the register referred to in subparagraph (a) that take into account the legitimate interests of third parties and the right holders of the registered geographical indications in question (10).

(10) Without prejudice to its domestic legislation on the system of registration and protection of geographical indications, each Party shall provide for legal means for the invalidation of the registration of geographical indications.

2. Each Party may provide in its domestic legislation more extensive protection than is required by this Section, provided that such protection does not contravene the protection provided under this Chapter.

Article 12.25: Data of Protection of a Geographical Indication

If a Party grants protection to a geographical indication, the protection shall commence no earlier than the filing date (11)or the registration date in either of Parties according to the national laws and regulations of each Party.

(11) For greater certainty, the filing date referred to in this Article includes, as applicable, the priority filing date under the Paris Convention.

SECTION F: PATENT AND INDUSTRIAL DESIGN

Article 12.26: Grace Period for Patent

Each Party shall disregard information contained in public disclosure of an invention related to an application to register a patent (12) if the public disclosure:

(12) For greater certainty, patent may include utility model in accordance with national laws and regulations.

(a) was made by the inventor, applicant or a person that obtained the information from the inventor or applicant inside or outside the territory of each Party; and

(b) occurred within at least 12 months prior to the date of filing of the application or priority date as applicable.

Article 12.27: Procedural Aspects of Examination, Opposition, Cancellation and Termination of Certain Registered Patent and Industrial Design

Each Party shall provide a system for the examination and registration of patents or industrial designs which includes, inter alia:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register patent or industrial design;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register patent or industrial design;

(c) providing an opportunity for interested parties to seek cancellation or termination of a registered patent or industrial design, and in addition may provide an opportunity for interested parties to oppose the registration of patent or industrial design; and

(d) making decisions in opposition, cancellation, or termination proceedings to be reasoned and in writing, which may be delivered by electronic means.

Article 12.28: Amendments, Corrections, and Observations

1. Each Party shall provide an applicant for patent or industrial design with at least one opportunity to make amendments, corrections or observations from a third party in connection with its application.

2. Each Party shall provide a right holder of patent or industrial design with opportunities to make amendments or corrections after registration provided that such amendments or corrections do not change or expand the scope of the patent or industrial design right as a whole. (13)

(13) It is understood that the amendments or corrections which do not change or expand the scope of the right means that the scope of the patent or industrial design right stays same as before or reduced.

Article 12.29: Industrial Design Protection

The duration of protection available for registered industrial designs shall amount to at least 15 years according to the domestic law and regulations from the date of filing.

Article 12.30: Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by a patent or an industrial design, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent or an industrial design and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

SECTION H: COPYRIGHT AND RELATED RIGHTS

Article 12.31: General Provision

1. Without prejudice to the obligations set out in the international agreements to which both Parties are party, each Party shall, in accordance with its laws and regulations (14), grant and ensure adequate and effective protection to the authors of works and to performers, producers of phonograms and broadcasting organisations for their works, performances, phonograms, and broadcasts, respectively.

(14) For greater certainty, for the purposes of this subparagraph, "laws and regulations" is understood to encompass national laws, regulations, decrees, ministerial decisions (circular), and practices in a broad sense.

2. Each Party shall ensure that a broadcasting organisation has at least the exclusive right of authorizing the following acts:

broadcast or re-broadcast their broadcasts; directly or indirectly reproduce the entire or part of the fixation of their broadcasts using any means or form only for broadcast purpose; distribution of the fixation.

Article 12.32: Term of Protection for Copyright and Related Rights

Each Party shall provide that in cases in which the term of protection of a work, performance or phonogram is to be calculated:

(a) on the basis of the life of a natural person, the term shall be not less than the life of the author and 50 years after the author?s death;

(b) the term of protection to be granted to performers under this Chapter shall last, at least, until the end of a period of 50 years computed from the end of the year in which the performance was fixed; and

(c) the term of protection to be granted to producers of phonograms under this Chapter shall last, at least, until the end of a period of 50 years computed from the end of the year in which the phonogram was published, or failing such publication within 50 years from fixation of the phonogram, 50 years from the end of the year in which the fixation was made.

Article 12.33: Limitations and Exceptions

1. With respect to this Section, each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram, and do not unreasonably prejudice the legitimate interests of the right holder.

2. This Article does not reduce or extend the scope of applicability of the limitations and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WCT or the WPPT or the Marrakesh Treaty.

3. Each Party may, in its national legislation, provide for the same kinds of limitations or exceptions with regard to the protection of performers for performance and phonograms, to the protection of producers of phonograms and of broadcasting organisations as it provides for, in its national legislation, in connection with the protection of copyright in literary and artistic works.

4. Each Party shall endeavour to achieve an appropriate balance in its copyright and related rights system, among other things by means of limitations or exceptions that are consistent with paragraph 1, 2 and 3, including those for the digital environment, giving due consideration to legitimate purposes such as, but not limited to: criticism; comment; news

reporting; teaching, scholarship, research; and facilitating access to published works for persons who are blind, visually impaired or otherwise print disabled. (15), (16)

(15) As recognised by the Marrakesh Treaty.

(16) For greater certainty, a use that has commercial aspects may in appropriate circumstances be considered to have a legitimate purpose under Article 12.33 (Limitations and Exceptions).

Article 12.34: Contractual Transfers

Each Party shall provide that for copyright and related rights, any person acquiring or holding any economic right (17) in a work, performance or phonogram:

(17) For greater certainty, this provision does not affect the exercise of moral rights.

(a) may freely and separately transfer that right by contract; and

(b) by virtue of contract (18), including contracts of employment underlying the creation of works, performances or phonograms, shall be able to exercise that right in that person's own name (19)and enjoy fully the benefits derived from that right. (20)

(18) For greater certainty, "contract" encompasses contracts of employment underlying the creation or works, performances, or phonograms.

(19) For greater certainty, "person's own name" means "right holder's name".

(20) Nothing in this Article affects a Party?s ability to establish: (i) which specific contracts underlying the creation of works, performances or phonograms shall, in the absence of a written agreement, result in a transfer of economic rights by operation of law; and (ii) reasonable limits to protect the interests of the original right holders, taking into account the legitimate interests of the transferees.

Article 12.35: Obligations concerning Rights Management Information

1. Each Party shall provide adequate and effective legal remedies against any person who knowingly, without authorisation removes or alters any electronic rights management information and/or distributes, imports for distribution, broadcasts or communicates to the public, without authority, works or copies of works knowing that electronic rights management information has been removed or altered without authority.

2. For the purposes of this Article, the expression "rights-management information" means any information provided by a right holder that identifies the work (21) or other subject matter that is the object of protection under this Chapter, the author or any other right holder, or information about the conditions of use of the work or other subject matter, and any numbers or codes that represent such information. Paragraph 1 shall apply when any of these items of information is associated with a copy of, or appears in connection with the communication to the public of, a work or other subject matter that is the object of protection under this Chapter.

(21) For the greater certainty, "work" is interpreted as defined in the Bern Convention Art. 2.1.

Article 12.36: Collective Management

The Parties recognise the important role of collective management societies for copyright and related rights in collecting and distributing royalties based on practices that are fair, efficient, transparent and accountable, which may include appropriate record keeping and reporting mechanisms.

SECTION I: ENFORCEMENT

Article 12.37: General Obligations in Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its law so as to permit

effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious remedies to prevent infringements and remedies that constitute a deterrent to future infringements.

These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

Article 12.38: Border Measures

1. Each Party shall, in conformity with its domestic laws and regulations and the provisions of Part III, Section 4 of the TRIPS Agreement adopt or maintain procedures to enable a right holder, who has valid grounds for suspecting that the importations of counterfeit trademark or pirated copyright goods may take place, to lodge an application in writing with the competent authorities, in the Party in which the border measure procedures are applied, for the suspension by that Party's customs authorities of the release into free circulation of such goods.

2. A Party may enable such an application to be made in respect of goods which involve other infringements of intellectual property rights, provided that the requirements of Part III, Section 4 of the TRIPS Agreement are met. A Party may also provide for corresponding procedures concerning the suspension by the customs authorities of the release of infringing goods destined for exportation from their territory in accordance with its domestic laws and regulations.

Chapter 13. ECONOMIC COOPERATION

Article 13.1: Objectives

1. The Parties shall undertake to promote cooperation under this Agreement for their mutual benefit in order to liberalise and facilitate trade and investment between the Parties and foster economic growth.

2. Economic cooperation under this Chapter shall be built upon a common understanding between the Parties to support the implementation of this Agreement, with the objective of maximising its benefits, and supporting pathways to trade and investment facilitation in order to contribute to the sustainable and inclusive economic growth, development and prosperity of the Parties.

Article 13.2: Scope

1. Economic cooperation under this Chapter shall support the effective and efficient implementation and utilisation of this Agreement through activities that relate to trade and investment.

2. Economic cooperation under this Chapter shall initially focus on the following areas:

(a) manufacturing industries;

(b) infrastructure and logistics;

(c) tourism;

(d) transport;

(e) shipping and maritime;

(f) trade and investment promotion;

(g) digital trade;

(h) precious metals, including gems and diamonds;

(i) petrochemicals;

(j) energy development (including renewable energies such as wind power, solar power, oil and gas extraction and processing);

(k) trade-related aspects of agriculture, fisheries, livestock and forestry;

(l) financial services;

(m) innovation and digital transformation;

(n) micro, small and medium-sized enterprises (MSMEs); and

(o) other areas identified under specific Chapters of this Agreement, and other areas of mutual interest related to this Agreement.

3. The Parties may agree in the Annual Work Programme on Economic Cooperation Activities ("Annual Work Programme") to modify the above list, including by adding other areas for economic cooperation.

Article 13.3: Competition Policy

1. The Parties recognise the importance of free and undistorted competition in their trade relations. The Parties may cooperate to exchange information relating to the development of competition laws and policy, through their respective competition authorities and subject to domestic laws, regulations and available resources of each Party.

2. To address specific matters relating to anti-competitive practices affecting trade relations and the benefits under this Agreement, on request of either Party, the requested Party may enter into consultations with the requesting Party, through their respective competition authorities, subject to the respective domestic laws and regulations and available resources of each Party.

The consultations shall be without prejudice to the autonomy of each Party to develop, maintain and enforce its domestic competition laws and regulations.

Article 13.4: Resources

1. Recognising the different level of development of the Parties, both Parties shall work to provide resources for cooperation and capacity building activities conducted under this Chapter in accordance with the laws, regulations and available resources of each Party.

2. The Parties, on the basis of mutual benefit and agreement, may consider cooperation with, and contributions from, external parties, in accordance with each Party?s laws and regulations, to support the implementation of the Annual Work Programme.

Article 13.5: Means of Cooperation

The Parties, in accordance with their laws and regulations, shall cooperate in the following ways:

(a) joint organisation of conferences, seminars, workshops, meetings, training sessions, and outreach and education programs;

(b) exchange of delegations, professionals, technicians and specialists from the academic sector, institutions dedicated to research, private sector, and governmental agencies, including study visits and internship programs for professional training;

(c) dialogue and exchange of experiences between the Parties' private sector and agencies involved in trade promotion;

(d) initiation of the knowledge-sharing platform aiming to transfer experience and best practices in the field of government development and modernisation to other countries through the UAE's Government Experience Exchange Programme.

(e) promote joint business initiatives between entrepreneurs of the Parties; and

(f) any other form of cooperation that may be agreed by the Parties.

Article 13.6: Subcommittee on Economic Cooperation and MSMEs

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Subcommittee on Economic Cooperation and MSMEs ("Subcommittee on Economic Cooperation and MSMEs").

2. The Subcommittee on Economic Cooperation and MSMEs shall undertake the following functions:

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

(b) identify new opportunities and ways to assist MSMEs of the Parties to take advantage of the commercial opportunities under this Agreement, and agree on new ideas for prospective cooperation or capacity building activities;

(c) formulate and develop Annual Work Programme proposals and their implementation mechanisms;

(d) coordinate, monitor, and review progress of the Annual Work Programme to assess its overall effectiveness and contribution to the implementation and operation of this Chapter and Chapter 14 (Micro, Small and Medium-Sized

Enterprises);

(e) suggest amendments to the Annual Work Programme and implementation mechanism through periodic evaluations;

(f) consider any other matters pertaining to MSMEs, as appropriate and as agreed by Parties, including any issues raised by MSMEs regarding their ability to benefit from this Agreement;

(g) initiate and undertake collaboration, as appropriate, to enhance general coordination, cooperation and capacity building activities;

(h) invite, as appropriate, international institutions, private sector entities, and other relevant institutions, to assist in the development and implementation of cooperation and capacity building activities;

(i) cooperate with other Subcommittees and/or subsidiary bodies established, as appropriate, under this Agreement in support of the development and implementation of cooperation and capacity building activities; and

(j) report to and, if deemed necessary, consult with the Joint Committee in relation to the implementation and operation of this Chapter.

3. The Subcommittee on Economic Cooperation and MSMEs shall convene within one year after the date of entry into force of this Agreement and thereafter meet annually, unless the Parties decide otherwise.

Article 13.7: Annual Work Programme

1. The Subcommittee on Economic Cooperation and MSMEs shall adopt an Annual Work Programme, on a mutually agreed basis, based on proposals submitted by the Parties.

2. Each activity in an Annual Work Programme developed under this Chapter shall:

(a) be guided by the objectives agreed in Article 13.1 (Objectives);

(b) be related to trade or investment and support the implementation of this Agreement and enhancing its benefits;

(c) involve both Parties;

(d) address the mutual or agreed priorities of the Parties;

(e) and avoid duplicating existing economic cooperation activities.

Article 13.8: Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 17 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 14. MICRO, SMALL AND MEDIUM-SIZED ENTERPRISES

Article 14.1: General Principles

1. The Parties, recognising the fundamental role of micro, small and medium-sized enterprises (MSMEs) in maintaining the dynamism and enhancing the competitiveness of their respective economies, shall foster close cooperation between MSMEs of the Parties and cooperate in promoting jobs and growth in MSMEs.

2. The Parties recognise the integral role of the private sector in the MSME cooperation to be implemented under this Chapter.

3. For the purposes of this Chapter, MSMEs means micro, small and medium-sized enterprises and may be further defined, where applicable, according to the respective laws, regulations, or national policies of each Party.

Article 14.2: Cooperation to Increase Trade and Investment Opportunities for MSMEs

The Parties shall strengthen their cooperation under this Chapter, which may include:

(a) encouraging efficient and effective implementation of facilitative and transparent trade rules and regulations;

(b) improving MSMEs' access to markets and participation in global value chains, including by promoting and facilitating partnerships among businesses;

(c) promoting the use of electronic commerce by MSMEs;

(d) exploring opportunities for exchanges of experiences among Parties' entrepreneurial programmes;

(e) encouraging innovation and use of technology;

(f) promoting awareness, understanding, and effective use of the intellectual property system among MSMEs;

(g) promoting good regulatory practices and building capacity in formulating regulations, policies, and programmes that contribute to MSMEs' development; and

(h) sharing best practices on enhancing the capability and competitiveness of MSMEs.

Article 14.3: Information Sharing

1. Each Party shall establish or maintain its own free, publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) any additional information that would be useful for MSMEs interested in benefitting from the opportunities provided by this Agreement.

2. Each Party shall include in its website links to:

(a) the equivalent websites of the other Party; and

(b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party?s territory.

3. Each Party shall endeavour to regularly review the information and links on the website referred to in paragraphs 1 and 2 to ensure the information and links are accurate.

4. To the extent possible, each Party shall endeavour to make the information identified in this Article available in English. If this information is available in another authentic language of this Agreement, the Party shall endeavour to make this information available in English, as appropriate.

Article 14.4: Non-Application of Dispute Settlement No Party shall have recourse to dispute settlement under Chapter 17 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 15. ADMINISTRATION OF THE AGREEMENT

Article 15.1: Joint Committee

1. The Parties hereby establish a Joint Committee.

2. The Joint Committee shall be composed of relevant government officials of each Party and shall be co-chaired by senior officials of the Parties.

3. Unless the Parties agree otherwise, the Joint Committee shall meet within one year from the entry into force of this Agreement and every two years thereafter, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties.

4. The Joint Committee shall promptly hold special sessions from the date of a request thereof from either Party, unless the Parties agree otherwise.

5. All decisions of the Joint Committee shall be taken by mutual agreement.

6. The functions of the Joint Committee shall be as follows:

(a) to review and monitor the implementation and operation of this Agreement;

(b) to supervise and coordinate the work of all committees, subcommittees and working groups established under this Agreement;

(c) if requested by either Party, to propose mutually agreed interpretation to the provisions of this Agreement to be adopted by the Parties;

(d) to adopt decisions or make recommendations as envisaged by this Agreement; and

(e) to carry out any other functions as may be agreed by the Parties.

7. The Joint Committee may:

(a) establish standing or ad hoc subcommittees or working groups and assign any of its powers thereto;

(b) consider and recommend to the Parties amendments to this Agreement.

8. The Joint Committee shall establish its own rules of working procedures.

9. Meetings of the Joint Committee and of any standing or ad hoc subcommittees or working groups may be conducted in person or by any other means as determined by the Parties.

Article 15.2: Contact Points

1. Each Party shall designate a contact point to receive and facilitate official communications between the Parties on any matter relating to this Agreement.

2. All official communications in relation to this Agreement shall be in the English language.

Chapter 16. EXCEPTIONS

Article 16.1: General Exceptions

1. For the purposes of Chapters 2 (Trade in Goods), 3 (Rules of Origin), 4 (Customs Procedures and Trade Facilitation), 6 (Sanitary and Phytosanitary Measures), 7 (Technical Barriers to Trade), and 9 (Digital Trade), Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

2. For the purposes of Chapters 8 (Trade in Services) and 9 (Digital Trade), Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, mutatis mutandis.

Article 16.2: Security Exceptions

Nothing in this Agreement shall be construed:

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

(b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable and fusionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) taken in time of war or other emergency in international relations; or

(c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 16.3: Taxation

1. Nothing in this Agreement shall apply to any taxation measure. (1)

(1) For the avoidance of doubt, provisions where corresponding rights and obligations are also granted or imposed under the WTO Agreement shall apply to taxation measures.

2. Nothing in this Agreement shall affect the rights and obligations of any Party under any tax convention. In the event of any inconsistency between this Agreement and any such tax convention, that tax convention shall prevail to the extent of the inconsistency.

Chapter 17. DISPUTE SETTLEMENT

Article 17.1: Objective

The objective of this Chapter is to establish an effective and efficient mechanism for avoiding and settling disputes between the Parties concerning the interpretation and application of this Agreement with a view to reaching, where possible, a mutually agreed solution.

Article 17.2: Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

Article 17.3: Scope of Application

1. Unless otherwise provided for in this Agreement, this Chapter shall apply with respect to the settlement of any dispute between the Parties concerning the interpretation, or application of this Agreement (hereinafter referred to as "covered provisions"), wherever a Party considers that:

(a) a measure of the other Party is inconsistent with its obligations under this Agreement; or

(b) the other Party otherwise failed to carry out its obligations under this Agreement.

2. This Chapter shall not cover non-violation complaints and other situation complaints.

Article 17.4: Contact Points

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

Article 17.5: Request for Information

Before a request for consultations, good offices, conciliation or mediation is made pursuant to Articles 17.6 (Consultations) or 17.7 (Good Offices, Conciliation or Mediation) respectively, a Party may request in writing any relevant information with respect to a measure at issue.

The Party to which that request is made shall make all efforts to provide the requested information in a written response to be submitted no later than 20 days after the date of receipt of the request .

Article 17.6: Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 17.3 (Scope of Application) by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable.

3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall be held within 30 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 45 days of the date of receipt of the request, unless the Parties agree otherwise.

4. Consultations on matters of urgency including those which concern perishable goods, shall be held within 15 days of the date of receipt of the request. The consultations shall be deemed to be concluded within those 20 days unless the Parties agree otherwise.

5. During consultations each Party shall provide sufficient information so as to allow a complete examination of the

measure at issue including how that measure is affecting the operation and application of this Agreement.

6. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

7. Consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties agree otherwise, consultations, if held in person, shall take place in the territory of the Party to which the request is made.

8. If the Party to which the request is made does not respond to the request for consultations within 10 days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3 or in paragraph 4 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may have recourse to Article 17.8 (Establishment of a Panel).

Article 17.7: Good Offices, Conciliation or Mediation

1. The Parties may at any time agree to undertake good offices, conciliation or mediation. They may begin at any time, and be terminated by either Party at any time.

2. Proceedings involving good offices, conciliation or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings.

3. If the Parties agree, procedures for good offices, conciliation or mediation may continue while the panel procedures proceed.

Article 17.8: Establishment of a Panel

1. The complaining Party may request the establishment of a panel if:

(a) the respondent Party does not reply to the request in accordance with the time frames referred to in Article 17.6 (Consultations); or

(b) the consultations referred to in Article 17.6 (Consultations) are not held or fail to settle a dispute within 45 days or 20 days in relation to urgent matters including those which concern perishable goods after the date of the receipt of the request for consultations by the respondent Party.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party and shall identify the measure at issue and indicate the factual basis of the complaint and the legal basis specifying the relevant covered provisions in a manner sufficient to present how such measure is inconsistent with those provisions.

3. When a request is made by the complaining Party in accordance with paragraph 1, a panel shall be established.

Article 17.9: Composition of a Panel

1. The Parties shall apply the following procedures in establishing a panel:

(a) the panel shall comprise three panellists, unless the Parties agree otherwise;

(b) within 30 days after the date of receipt of the request for the establishment of the panel, each Party shall notify the other Party of its appointment of a panellist and propose up to four candidates, who are not nationals of either Party and do not have their usual place of residence in either Party, to serve as the chairperson of the panel. If a Party fails to appoint a panellist within this time, the panellist within 30 days after the date of receipt of the request for the establishment of the panel, each Party shall notify the other Party of its appointment of a panellist and propose up to four candidates, who are not nationals of either Party and do not have their usual place of residence in either Party, to serve as the chairperson of the panel. If a Party fails to appoint a panellist within this time, the panellist shall be appointed by the other Party from the candidates proposed for the chairperson by the Party that failed to appoint a panellist, if such a list exists or, in the absence of such a list, from the other Party's proposed candidates;

(c) the Parties shall endeavour to agree on a third panellist who shall serve as chairperson from among the candidates proposed, within 15 days from the date the second panellist has been appointed or selected. If the Parties fail to decide on a chairperson within this time period, within a further seven days, the chairperson shall be appointed after selection by lot, from the candidates proposed, in the presence of representatives of both Parties.

2. The date of establishment of the panel shall be the date upon which the chairperson is appointed.

3. If a panellist appointed by a Party withdraws, is removed or becomes unable to serve, a replacement shall be appointed

by that Party within 30 days and, in cases of urgency, within 15 days, failing which the replacement shall be appointed by the other Party from the candidates proposed for the chairperson in accordance with the second sentence of subparagraph 1(b).

4. If the chairperson of the panel withdraws, is removed or becomes unable to serve, the Parties shall endeavour to decide on the appointment of a replacement within 30 days and, in cases of urgency, within 15 days, failing which the replacement shall be appointed in accordance with subparagraph 1(c).

5. If an appointment in paragraph 3 or paragraph 4 would require selecting from the list of candidates proposed for chairperson and there are no remaining candidates, each Party shall propose up to three additional candidates within 30 days and, within a further seven days the panellist or the chairperson shall be appointed after selection by lot, from the candidates proposed, in the presence of representatives of both Parties.

Article 17.10: Decision on Urgency

If a Party so requests, the panel shall give a preliminary ruling, within 15 days of its composition, as to whether the dispute concerns matters of urgency.

Article 17.11: Requirements for Panellists

1. Each panellist shall:

(a) have demonstrated expertise in law, international trade, and other matters covered by this Agreement or in the resolution of disputes arising under international trade agreements;

(b) be independent of, and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct established in Annex 17B (Code of Conduct); and

(e) be chosen strictly on the basis of objectivity, impartiality, reliability, and sound judgment.

2. The chairperson shall also have experience in dispute settlement procedures.

3. Persons who provided good offices, conciliation or mediation to the Parties, pursuant to Article 17.7 (Good Offices, Conciliation or Mediation) in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panellists in that matter.

Article 17.12: Replacement of Panellists

If any of the panellists of the original panel becomes unable to act, withdraws or needs to be replaced because that panellist does not comply with the requirements of the code of conduct, a successor panellist shall be appointed in the same manner as prescribed for the appointment of the original panellist under Article 17.9 (Composition of a Panel) and the work of the panel shall be suspended during the appointment of the successor panellist.

Article 17.13: Functions of the Panel

Unless the Parties otherwise agree, the panel:

(a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity of the measure at issue with the covered provisions;

(b) shall set out, in its decisions and reports, the findings of fact and law and the rationale behind any findings and conclusions that it makes; and

(c) should consult regularly with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

Article 17.14: Terms of Reference

1. Unless the Parties otherwise agree within 15 days after the date of establishment of the panel, the terms of reference of the panel shall be:

"to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in

the request for the establishment of the panel, to make findings as to the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to as to the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 17.18 (Interim Report) and 17.19 (Final Report)".

2. If the Parties agree on other terms of reference than those referred to in paragraph 1 within the timeline specified therein, they shall notify the agreed terms of reference to the panel no later than five days after their agreement.

Article 17.15: Rules of Interpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law.

2. When appropriate, the panel may also take into account relevant interpretations in reports of panels established under this Agreement and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

3. The rulings of the panel cannot add to or diminish the rights and obligations of the Parties provided for under this Agreement.

Article 17.16: Procedures of the Panel

1. Unless the Parties otherwise agree, the panel shall follow the Rules of Procedure set out in Annex 17A (Rules of Procedure for the Panel).

2. There shall be no ex parte communications with the panel concerning matters under its consideration.

3. The deliberations of the panel and the documents submitted to it shall be kept confidential.

4. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

5. The panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually agreed solution.

6. The panel shall make its decisions, including its reports by consensus, but if consensus is not possible then by majority vote. Any panellist may furnish separate opinions on matters not unanimously agreed, and such separate opinions shall not be disclosed.

7. Rulings of the panel shall be binding on the Parties.

Article 17.17: Receipt of Information

1. On request of a Party, or on its own initiative, the panel may seek from the Parties relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. On request of a Party or on its own initiative, the panel may seek from any source any information it considers appropriate.

3. On request of a Party, or on its own initiative, the panel may seek technical advice or expert opinion from any individual or body that it deems appropriate, and subject to any terms and conditions as the Parties agree.

4. Any information obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

Article 17.18: Interim Report

1. The panel shall deliver an interim report to the Parties within 90 days after the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. Under no circumstances shall the delay exceed 30 days after the deadline. The interim report shall not be made public.

2. The interim report shall set out a descriptive part and the panel?s findings and conclusions.

3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim

report within 15 days of the date of issuance of the interim report. A Party may comment on the other Party?s request within 10 days of the delivery of the request.

4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 17.19: Final Report

1. Unless the Parties otherwise agree, the panel shall issue a final report to the Parties within 30 days of the date of issuance of the interim report. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. Under no circumstances shall the delay exceed 30 days after the deadline.

2. The final report shall include a discussion of any written comments and requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. The final report shall be made public within 15 days of its delivery to the Parties unless the Parties otherwise agree to publish the final report only in parts or not to publish the final report. The publication of the report shall be subject to requirement to protect confidential information.

Article 17.20: Implementation of the Final Report

1. Where the panel finds that the respondent Party has acted inconsistently with a covered provision pursuant to Article 17.3 (Scope of Application), the respondent Party shall take any measure necessary to comply promptly and in good faith with the Panel ruling.

2. If it is impossible to comply immediately, the respondent Party shall, no later than 30 days after the delivery of the final report, notify the complaining Party of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report.

Article 17.21: Reasonable Period of Time for Compliance

1. If the Parties have not agreed on the length of the reasonable period of time, the complaining Party shall, no later than 20 days after the date of receipt of the notification made by the respondent Party in accordance with paragraph 2 of Article 17.20 (Implementation of the Final Report) request in writing the original panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the respondent Party. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The original panel shall deliver its decision to the Parties within 20 days from the relevant request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties.

Article 17.22: Compliance Review

1. The respondent Party shall deliver a written notification of its progress in complying with the final report to the complaining Party at least 30 days before the expiry of the reasonable period of time for compliance with the final report unless the Parties agree otherwise.

2. The respondent Party shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the complaining Party of any measure that it has taken to comply with the final report along with a description on how the measure ensures compliance sufficient to allow the complaining Party to assess the measure before the expiry of the reasonable period of time.

3. Where the Parties disagree on the existence of measures to comply with the final report, or their consistency with the covered provisions, the complaining Party may request in writing the original panel to decide on the matter before compensation can be sought or suspension of benefits can be applied in accordance with subparagraph 1(c) of Article 17.23 (Temporary Remedies in Case of Non-Compliance). Such request shall be notified simultaneously to the respondent Party.

4. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why any measures taken by the respondent Party fail to comply with the final report or are otherwise inconsistent with the covered provisions.

5. The panel shall deliver its decision to the Parties within 75 days of the date of submission of the request.

Article 17.23: Temporary Remedies in Case of Non-Compliance

1. If the respondent Party:

(a) fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time; or

(b) notifies the complaining Party in writing that it is not possible to comply with the final report within the reasonable period of time; or

(c) has failed to eliminate the non-conformity pointed out by the original panel referred to in Article 17.22 (Compliance Review) in the final report within the reasonable period of time; the respondent Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on mutually satisfactory compensation or any alternative arrangement.

2. If the Parties fail to reach a mutually satisfactory agreement within 20 days after the date of receipt of the request made in accordance with paragraph 1, the complaining Party may deliver a written notification to the respondent Party that it intends to suspend the application of concessions or other obligations under this Agreement.

3. The complaining Party may begin the suspension of concessions or other obligations referred to in the preceding paragraph 25 days after the notification of such suspension, unless the respondent Party made a request under paragraph 7.

4. The suspension of concessions or other obligations:

(a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the respondent Party to comply with the final report; and

(b) shall be restricted to benefits accruing to the respondent Party under this Agreement.

5. In considering what concessions or other obligations to suspend in accordance with paragraph 2, the complaining Party shall apply the following principles:

(a) the complaining Party should first seek to suspend the concessions or other obligations in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement; and

(b) the complaining Party may suspend concessions or other obligations in other sectors, if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s). The communication in which it notifies such a decision shall indicate the reasons on which it is based.

6. The suspension of concessions or other obligations or the mutually satisfactory agreement foreseen in paragraph 1 shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions has been removed, or until the Parties have reached a mutually agreed solution pursuant to Article 17.28 (Mutually Agreed Solution) of this Agreement.

7. If the respondent Party considers that the suspension of concessions or other obligations does not comply with paragraphs 4 and 5, that Party may request in writing the original panel to examine the matter no later than 20 days after the date of receipt of the notification referred to in paragraph 2. That request shall be notified simultaneously to the complaining Party. The original panel shall notify to the Parties its decision on the matter no later than 45 days of the receipt of the request from the respondent Party, or if the original panel cannot be established with its original members, from the date on which the last panellist of the newly established panel is appointed. Concessions or other obligations shall not be suspended until the panel has delivered its decision pursuant to this paragraph. The suspension of concessions or other obligations shall be consistent with this decision. When the panel considers that it cannot issue its report within the aforementioned periods, the relevant period may be extended by the panel for a maximum of 30 days with the consent of the Parties. The report shall be binding on the Parties.

Article 17.24: Review of any Measure Taken to Comply After the Adoption of Temporary Remedies

1. Upon the notification by the respondent Party to the complaining Party of the measure taken to comply with the final report panel ruling:

(a) in a situation where the right to suspend concessions or other obligations has been exercised by the complaining Party in accordance with Article 17.23 (Temporary Remedies in Case of Non-Compliance), the complaining Party shall terminate the suspension of concessions or other obligations no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the respondent Party may terminate the application of such compensation no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2.

2. If the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions within 30 days after the date of receipt of the notification, the complaining Party shall request in writing the original panel to examine the matter. That request shall be notified simultaneously to the respondent Party. The decision of the panel shall be notified to the Parties no later than 30 days after the date of submission of the request. If the panel decides that the measure notified in accordance with paragraph 1 is consistent with the covered provisions, the suspension of concessions or other obligations, or the application of the compensation, as the case may be, shall be terminated no later than 15 days after the date of the decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of benefits or other obligations, or of the compensation, shall be adapted in light of the decision of the panel.

Article 17.25: Suspension and Termination of Proceedings

If both Parties so request in writing, the panel shall suspend for a period agreed by the Parties and not exceeding 12 consecutive months from such request. In the event of a suspension of the work of the panel, the relevant time periods provided for from Articles 17.8 (Establishment of a Panel) to 17.24 (Review of any Measure Taken to Comply After the Adoption of Temporary Remedies) shall be extended by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of both Parties. If the work of the panel has been suspended for more than 12 consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated.

Article 17.26: Choice of Forum

1. Unless otherwise provided for in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both Parties.

2. If a dispute with regard to a particular measure arises under this Agreement and under another international trade agreement to which both Parties are party, including the WTO Agreement, the complaining Party may select the forum in which to settle the dispute.

3. Once a Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the particular measure referred to in paragraph 2, the selected forum shall be used to the exclusion of other fora, unless the forum selected first fails to make findings on the issues in dispute for jurisdictional or procedural reasons.

4. For the purposes of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 17.8 (Establishment of a Panel);

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated in accordance with the relevant provisions of that agreement.

Article 17.27: Costs

1. Unless the Parties otherwise agree, the costs of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by both Parties.

2. Each Party shall bear its own expenses and legal costs in the panel proceedings.

Article 17.28: Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 17.3 (Scope of Application).

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 17.29: Time Periods

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act or fact to which they refer, unless otherwise specified in this Chapter.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

Article 17.30: Annexes

The Joint Committee may modify Annexes 17A (Rules of Procedure for the Panel) and 17B (Code of Conduct).

ANNEX 17A. RULES OF PROCEDURE FOR THE PANEL

Timetable

1. After consulting the Parties, the panel shall, whenever possible within seven days of the appointment of the final panellist, fix the timetable for the panel process.

2. The panel process shall, as a general rule, not exceed 180 days from the date of establishment of the panel until the date of the final report, unless the Parties otherwise agree.

3. Should the panel consider there is a need to modify the timetable, it shall inform the Parties in writing of the proposed modification and the reason for it. In cases of urgency in accordance with Article 17.10 (Decision on Urgency) the panel, after consulting the Parties, shall adjust the timetable as appropriate and shall notify the Parties of such adjustment.

Written Submissions and other Documents

4. Unless the panel otherwise decides, the complaining Party shall deliver its first written submission to the panel no later than 20 days after the date of composition of the panel. The respondent Party shall deliver its first written submission to the panel and to the complaining Party no later than 20 days after the date of delivery of the complaining Party?s first written submission unless the panel decides otherwise.

5. Each Party shall deliver the original and no less than four copies of any written submission to the panel and one copy to the Embassy of the other Party. Delivery of written submissions and any other document related to the panel proceedings may be made by electronic mail or other means of electronic transmission if the Parties so agree. Where a Party delivers physical copies of written submissions or any other document related to the panel proceedings, that Party shall deliver an electronic version of such submissions or other document at the same time.

6. Within 20 days of the conclusion of the hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

7. The Parties shall transmit all information or written submissions, written versions of oral statements and responses to questions put by the panel to the other Party to the dispute at the same time as it is submitted to the panel.

8. Minor errors of a clerical nature in any request, notice, written submission or other document related to the panel proceedings may be corrected by delivery of a new document clearly indicating the changes.

Operation of the Panel

9. The chairperson of the panel shall preside at all of its meetings, and shall fix the date and time of the hearing in consultation with the Parties and other panellists. The panel may delegate to the chairperson the authority to make administrative and procedural decisions.

10. Panel deliberations shall be confidential. Only panellists may take part in the deliberations of the panel. The reports of panels shall be drafted without the presence of the Parties in the light of the information provided and the statements made.

11. Opinions expressed in the panel report by individual panellists shall be anonymous.

Hearings

12. The Parties shall be given the opportunity to attend hearings and meetings of the panel.

13. The panel shall provide for at least one hearing for the Parties to present their cases to the panel.

14. Unless the Parties disagree, the panel may decide to convene additional hearings or not to convene a hearing at all.

15. All panellists shall be present at hearings. Panel hearings shall be held in closed session with only the panellists and the Parties in attendance. However, in consultation with the Parties, assistants, translators or designated note takers may also be present at hearings to assist the panel in its work. Any such arrangements established by the panel may be modified with the agreement of the Parties.

16. The hearing shall be conducted by the panel in a manner ensuring that the complaining Party and the respondent Party are afforded equal time to present their case. The panel shall, as a general rule, conduct the hearing in the following manner: argument of the complaining Party; argument of the respondent Party; the reply of the complaining Party; the counter-reply of the respondent Party; closing statement of the complaining Party; and closing statement of the respondent Party. The chairperson may set time limits for oral arguments to ensure that each Party is afforded equal time.

Written Questions

17. The panel may direct written questions to either Party at any time during the proceedings. A Party to whom the panel addresses a written question shall deliver a written reply to the panel and the other Party in accordance with the timetable established by the panel.

18. Each Party shall be given the opportunity to provide written comments on the response of the other Party within the timetable established by the panel.

Confidentiality

19. The panel's hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the panel by the other Party which that Party has designated as confidential.

20. Where a Party designates as confidential its written submissions to the panel, it shall, on request of the other Party, provide the panel and the other Party with a non-confidential summary of the information contained in its written submissions that could be disclosed to the public no later than 15 days after the date of request. Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public.

Working Language

21. The working language of the panel proceedings, including for written submissions, oral arguments or presentations, the report of the panel and all written and oral communications between the Parties and with the panel, shall be English.

Venue

22. The venue for the hearings of the panel shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the respondent Party complained against, and any additional hearings shall alternate between the territories of the Parties.

Expenses

23. The panel shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains.

Ex Parte Contacts

24. The panel shall not meet or contact a Party in the absence of the other Party.

25. No Party shall contact any panellist in relation to the dispute in the absence of the other Party or other panellists.

26. No panellist shall discuss any aspect of the subject-matter of the proceedings with a Party in the absence of the other Party and other panellists.

ANNEX 17B. CODE OF CONDUCT (1)

(1) For greater certainty, this Annex is applicable for the purposes of Article 17.7 (Good Offices, Conciliation or Mediation), unless otherwise provided by the instruments of good offices, conciliation and mediation.

Definitions

1. For the purposes of this Annex:

(a) Assistant means a person who, under the terms of appointment of a panellist, conducts research or provides support for the panellist, and works under the direction and control of a panellist to assist with case-specific task;

(b) Candidate means a person who is under consideration for selection as a panellist;

(c) Panellist means a member of a panel established under Article 17.8 (Establishment of a Panel);

(d) Proceeding, unless otherwise specified, means the proceeding of a panel under this Chapter; and

(e) Staff, in respect of a panellist, means persons under the direction and control of the panellist, other than assistants.

Responsibilities to the Process

2. Every panellist shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process are preserved. Former panellists shall comply with the obligations established in paragraphs 16 through 19 and paragraph 21 of this Annex.

Disclosure Obligations

3. Prior to confirmation of his or her selection as a panellist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. Once selected, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the Parties for consideration. The obligation to disclose is a continuing duty, which requires a panellist to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

Performance of Duties by Panellists

5. A panellist shall comply with the provisions of Chapter 17 (Dispute Settlement) and its Annexes.

6. On selection, a panellist shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

7. A panellist shall not deny other panellists the opportunity to participate in all aspects of the proceeding.

8. A panellist shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.

9. A panellist shall take all appropriate steps to ensure that the panellist's assistant and staff are aware of, and comply with, paragraphs 2, 3, 4, 18, 19 and 20 of this Annex.

10. A panellist shall not engage in ex parte contacts concerning the proceeding.

11. A panellist shall not communicate matters concerning actual or potential violations of this Annex by another panellist unless the communication is to both Parties or is necessary to ascertain whether that panellist has violated or may violate this Annex. Each panellist shall keep a record and render a final account of the time devoted to the panel proceedings and of his or her expenses, as well as the time and expenses of his or her staff and assistants.

Independence and Impartiality of Panellists

12. A panellist shall be independent and impartial. A panellist shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.

13. A panellist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

14. A panellist shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the panellist?s duties.

15. A panellist shall not use his or her position on the panel to advance any personal or private interests. A panellist shall avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

16. A panellist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panellist's conduct or judgment.

17. A panellist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panellist's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

18. A panellist or former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out the panellist's duties or would benefit from the decision or report of the panel.

Maintenance of Confidentiality

19. A panellist or former panellist shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

20. A panellist shall not disclose a panel report, or parts thereof, prior to its publication.

21. A panellist or former panellist shall not at any time disclose the deliberations of a panel, or any panellist's view.

22. A panellist shall not make a public statement regarding the panel proceeding.

Chapter 18. FINAL PROVISIONS

Article 18.1. Annexes, Side Letters, and Footnotes

The Annexes, footnotes, and Side Letters wherever so explicitly provided therein, shall constitute an integral part of this Agreement.

Article 18.2. Amendments

The Parties may agree, in writing, to amend this Agreement. Any amendment shall enter into force after the Parties exchange written notifications through diplomatic channels certifying that they have completed all necessary domestic legal procedures, or on such date as the Parties may agree. The amendments shall form an integral part of this Agreement.

Article 18.3. Accession

Any country or group of countries may accede to this Agreement subject to such terms and conditions as may be agreed between the country or group of countries and the Parties and following approval in accordance with the applicable legal requirements and procedures of each Party and acceding country.

Article 18.4. Termination

Either Party may terminate this Agreement by written notification to the other Party, and such termination shall take effect six months after the date of the notification.

Article 18.5. Entry Into Force

This Agreement shall enter into force 60 days after the date of the last written communication through which the Parties notify each other that the domestic procedures necessary for the entry into force of this Agreement have been completed, or after such other period as the Parties may agree.

Article 18.6. Authentic Texts

This Agreement is done in duplicate in the Arabic, Vietnamese and English languages. All texts shall be equally authentic. In

case of any divergence, the English text shall prevail.

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

DONE at Dubai, on 28 October 2024, in duplicate, in the English language. The Arabic and Vietnamese texts of this Agreement shall be signed and exchanged through diplomatic channels within 60 days after the date of signature of this Agreement.

For the Government of the United Arab Emirates

H.E. Dr. Thani bin Ahmed Al Zeyoudi

Minister of State for Foreign Trade

For the Government of the Socialist Republic of Viet Nam

H.E. Mr. Nguyen Hong Dien

Minister of Industry and Trade