FREE TRADE AGREEMENT BETWEEN THE SOUTHERN COMMON MARKET ("MERCOSUR") AND THE REPUBLIC OF SINGAPORE

PREAMBLE

The Republic of Singapore, hereinafter referred to as "Singapore",

of the one part,

AND,

the Argentine Republic,

the Federative Republic of Brazil,

the Republic of Paraguay,

the Oriental Republic of Uruguay,

State Parties to the Common Market of the South signatories of this Agreement,

hereinafter, for the purposes ofthis Agreement, referred to as Signatory MERCOSUR States,

AND

the Common Market of the South, hereinafter referred to as 'MERCOSUR',

of the other part,

hereinafter jointly referred to as 'the Parties',

HAVING REGARD to the Treaty establishing the Common Market of the South between the Argentine Republic, the Federative Republic of Brazil, the Republic of Paraguay and the Oriental Republic of Uruguay;

REAFFIRMING their commitment to further strengthen and diversify their trade and investment relations;

AFFIRMING their conviction that this Agreement will enhance the competitiveness of their firms in global markets and the conditions of fair competition;

ACKNOWLEDGING the importance of transparency in international trade to the benefit of all stakeholders;

AIMING to promote economic and social development, to create new employment opportunities, to improve living standards and to ensure high levels of protection of health and safety and of the environment;

REAFFIRMING their commitment to promote international trade in such a way as to contribute to sustainable development in its economic, social and environmental dimensions;

RECOGNISING the condition and challenges faced by the Republic of Paraguay as landlocked developing country;

WILLING 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 Agreement;

DETERMINED to promote and further strengthen the multilateral trading system, thereby contributing to the harmonious development and expansion of world trade;

BUILDING on their respective rights and obligations under the Marrakesh Agreement establishing the World Trade Organization and other multilateral, regional and bilateral agreements and arrangements to which they are party;

HAVE AGREED, in pursuit of the above, to conclude the following Free Trade Agreement:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

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

Article 1.2. Objectives

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

Article 1.3. Definitions of General Application

For the purposes of this Agreement, unless otherwise specified:

(a) "Agreement on Agriculture" means the Agreement on Agriculture contained in Annex 1A of the WTO Agreement;

(b) "Agreement on Government Procurement" means the Agreement on Government Procurement contained in Annex 4 of the WTO Agreement;

(c) "Agreement on Preshipment Inspection" means the Agreement on Preshipment Inspection contained in Annex IA of the WTO Agreement;

(d) "Anti-Dumping Agreement" means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 contained in Annex IA of the WTO Agreement;

(e) "Customs Valuation Agreement" means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 contained in Annex IA of the WTO Agreement;

(f) "day" means a calendar day;

(g) "DSU" means the Understanding on Rules and Procedures Governing the Settlement of Disputes contained in Annex 2 of the WTO Agreement;

(h) "GATS" means the General Agreement on Trade in Services contained in Annex 1B of the WTO Agreement;

(i) "GATT 1994" means the General Agreement on Tariffs and Trade 1994 contained in Annex IA of the WTO Agreement;

"Harmonized System or "HS" means the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation. Section Notes, Chapter Notes and Subheading Notes as adopted and implemented by the State Parties in their respective laws and regulations;

(k) "IMF" means the International Monetary Fund;

(l) "Import Licensing Agreement" means the Agreement on Import Licencing Procedures contained in Annex IA of the WTO Agreement;

(m) "measure" means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, practice or any other form, and includes measures taken by:

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

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

(iii) MERCOSUR's decision-making bodies.

(n) "natural person of a State Party" means any natural person who is a national of Singapore or of a Signatory MERCOSUR State, according to their respective domestic legislation;

(o) "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, partnership, joint venture, sole proprietorship or association;

(p) "State Parties" means Signatory MERCOSUR States and Singapore;

(q) "Parties" means Signatory MERCOSUR States, MERCOSUR and Singapore;

(r) "person" means a natural person or a juridical person;

(s) "person of a State Party" means a natural person or a juridical person of a State Party;

(t) "Safeguards Agreement" means the Agreement on Safeguards contained in Annex IA of the WTO Agreement;

(u) "SCM Agreement" means the Agreement on Subsidies and Countervailing Measures contained in Annex lA of the WTO Agreement;

(v) "SPS Agreement" means the Agreement on the Application of Sanitary and Phytosanitary Measures contained in Annex IA of the WTO Agreement;

(w) "TBT Agreement" means the Agreement on Technical Barriers to Trade contained in Annex IA of the WTO Agreement;

(x) "territory" means:

(i) with respect to Singapore, its land territory, internal waters and territorial sea, including the airspace above them, as well as any maritime area situated beyond the territorial sea which has been or might in the future be designated under its national law, in accordance with international law, as an area within which Singapore may exercise sovereign rights and jurisdiction with regards to the sea, the sea-bed, the subsoil and the natural resources;

(ii) with respect to each Signatory MERCOSUR State, its land territory, internal waters and territorial sea, including the airspace above them, as well as any maritime area situated beyond the territorial sea which has been or might in the future be designated under its national law, in accordance with international law, as an area within which each Signatory MERCOSUR State may exercise sovereign rights and jurisdiction with regards to the sea, the sea-bed, the subsoil and the natural resources;

For greater certainty, this definition includes the exclusive economic zone and the continental shelf, in accordance with international law, including the UNCLOS.

(y) "Treaty of Asuncion" means the Treaty for the constitution of a Common Market between the Argentine Republic, the Federative Republic of Brazil, the Republic of Paraguay and the Oriental Republic of Uruguay, done at Asuncion on 26 March 1991;

(z) "TRIPS Agreement" means the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex 1C of the WfO Agreement;

(aa) "UNCLOS" means the United Nations Convention on the Law of the Sea, done at Montego Bay on 10 December 1982;

(bb) "WIPO" means the World Intellectual Property Organization;

(cc) "WTO Agreement" means the Marrakesh Agreement Establishing the World Trade Organization done at Marrakesh on 15 April 1994;

(dd) "WTO" means the World Trade Organization.

Article 1.4. Trade and Investment Relations Governed by this Agreement

This Agreement applies to the trade and investment relations between, of the one part, Singapore, and of the other part, the Signatory MERCOSUR States and MERCOSUR. This Agreement does not apply to the trade and investment relations between individual Signatory MERCOSUR States.

Chapter 2. NATIONAL TREATMENT AND MARKET ACCESS FOR GOODS

Article 2.1. Scope

Unless otherwise provided for in this Agreement, this Chapter shall apply to trade in goods between the State Parties.

Article 2.2. Definitions

For the purposes of this Chapter:

(a) "advertising films and recordings" means recorded visual media or audio materials, consisting essentially of images or sound, showing the nature or operation of goods or services offered for sale or lease by a person of a State Party, provided that such materials are of a kind suitable for exhibition to prospective customers but not for broadcast to the general public;

(b) "commercial samples of negligible value" means commercial or trade samples imported in reasonable quantities and values, pursuant to each State Party's laws and regulations, or so marked, torn, perforated or otherwise treated that they are unsuitable for sale or for use except as commercial samples;

(c) "customs duty" includes a customs or import duty or a charge of any kind imposed on or in connection with the importation of a good, including a form of surtax or surcharge in connection with that importation, but does not include:

(i) a charge equivalent to an internal tax imposed in accordance with Article III(2) (National Treatment on Internal Taxation and Regulation) of GATT 1994;

(ii) an anti-dumping or countervailing duty imposed in accordance with Articles VI (Anti- dumping and Countervailing Duties) and XVI (Subsidies) of GATT 1994, the Anti- Dumping Agreement, the SCM Agreement, and Chapter 5 (Trade Remedies);

(iii) a fee or other charge imposed in accordance with Article VIII (Fees and Formalities connected with Importation and Exportation) of GATT 1994;

(iv) safeguard measures applied in accordance with Article XIX (Emergency Action on Imports of Particular Products) of GATT 1994, the Safeguards Agreement, and with Chapter 6 (Bilateral Safeguards);

(v) measures authorised by the WTO Dispute Settlement Body or under Chapter 18 (Dispute Settlement); and

(vi) measures adopted to safeguard a State Party's external financial position and its balance of payments, in accordance with Article XII (Restrictions to Safeguard the Balance of Payments) of GATT 1994 and the Understanding on Balance of Payments Provisions of GATT 1994.

(d) "duty-free" means free of customs duty;

(e) "goods admitted for sports purposes" means sports requisites admitted into the territory of the Importing State Party for use in sports contests, demonstrations or training in the territory of that Party;

(f) "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 of the importing State Party as a prior condition for importation into the territory of the importing State Party;

(g) "originating" means qualifying as originating under the rules of origin set out in Chapter 3 (Rules of Origin and Origin Procedures); and

(h) "printed advertising materials" means those goods classified in Chapter 49 of the Harmonized System, including brochures, pamphlets, leaflets, trade catalogues, yearbooks published by trade associations, tourist promotional materials and posters, that are used to promote, publicise or advertise a good or service, are essentially intended to advertise a good or service, and are supplied free of charge.

Article 2.3. National Treatment

Each State Party shall accord national treatment to the goods of another State Party in accordance with Article III (National Treatment on Internal Taxation and Regulation) of GATT 1994, including its interpretative notes. To this end, the obligations contained in Article III (National Treatment on Internal Taxation and Regulation) of GATT 1994, including its interpretative notes, are incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.4. Classification of Goods

For the purposes of this Agreement, the Parties shall apply their respective customs classification systems, at the eight-digit level, which shall be based on the HS in its 2017 version or any subsequent amendment thereto approved by the Parties.

Article 2.5. Customs Valuation

The Customs Valuation Agreement shall govern the customs valuation rules applied by the State Parties to their mutual trade.

Article 2.6. Elimination of Customs Duties on Imports

1. Unless otherwise provided for in this Agreement, each Party shall eliminate its customs duties on originating goods in accordance with its Schedule in Annex 2-A.

2. For each originating good under paragraph 1, the base rate of custom duties on imports shall be that specified in a Party's Schedule in Annex 2-A.

3. Unless otherwise provided for in this Agreement, a Party shall not increase any existing customs duty nor introduce any new customs duty, on the importation of a good originating in another Party. This shall not preclude a Party from raising a customs duty to the level established in its Schedule in Annex 2-A following a unilateral reduction.

4. On request of a Party, no sooner than 3 (three) years after entry into force of this Agreement for Singapore and all Signatory MERCOSUR States, the Parties shall consider accelerating the elimination of customs duties set out in their respective Schedules in Annex 2-A.

5. An agreement between the Parties to accelerate the elimination of a customs duty on an originating good shall supersede any duty rate or staging category determined pursuant to their Schedules in Annex 2-A for that good when approved by the Parties in accordance with their applicable legal procedures.

6. A Party may at any time unilaterally accelerate the elimination of customs duties on originating goods of another Party set out in its Schedule in Annex 2-A. A Party shall inform another Party as early as practicable before the new rate of customs duty takes effect.

7. For greater certainty, a Party shall not prohibit an importer from claiming for an originating good the rate of customs duty applied under the WTO Agreement.

Article 2.7. Goods Re-entered after Repair

1. A State Party shall not apply a customs duty to a good, regardless of its origin, that re-enters its territory after that good has been temporarily exported from its territory to the territory of another State Party for repair, provided that the importer or exporter proves that it is a free repair, due to a contractual obligation of guarantee, regardless of whether such repair could be performed in the territory of the State Party from which the good was exported for repair.

2. A State Party shall not apply a customs duty and internal taxes to a good, regardless of its origin, admitted temporarily from the territory of another State Party for repair.

3. For the purposes of this Article, "repair" means any processing operation undertaken on goods to remedy operating defects or material damage and entailing the re-establishment of goods to their original function and performance or to ensure their compliance with technical requirements for their use, without which the goods could no longer be used in the normal way for the purpose for which they were intended. Repair of goods includes restoring and maintenance. For greater certainty, repair does not include an operation or process that:

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

(b) transforms an unfinished good into a finished good.

Article 2.8. Commercial Samples

Each State Party shall grant duty free entry of commercial samples of negligible value and printed advertising materials from the territory of another State Party.

Article 2.9. Temporary Admission of Goods

1. For the purposes of this Article, the term "temporary admission" means the customs procedure that allows goods to be brought into a State Party’s customs territory conditionally relieved from payment of import duties and taxes and without

application of import restrictions or prohibitions of economic character, if such goods are brought into a State Party's customs territory for a specific purpose, are intended for re-exportation within a specific period, and have not undergone any change except normal depreciation and wastage due to the use made of them, as provided for in that State Party's laws and regulations.

2. Each State Party shall grant temporary admission, with total conditional relief from import duties and taxes, for the following goods, regardless of their origin:

(a) professional equipment, including equipment for the press or television, software, and broadcasting and cinematographic equipment, that is 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 State Party;

(b) goods intended for display, demonstration or use at exhibitions, fairs, meetings or similar events, including their component parts, ancillary apparatus, and accessories;

(c) commercial samples and advertising films and recordings; and

(d) goods admitted for sports purposes.

3. Each State Party shall, on request of the person concerned and for reasons its customs authority considers valid, extend the time limit for temporary admission, with total conditional relief from import duties and taxes, beyond the period initially fixed.

4. A State Party shall not condition the temporary admission, with total relief from import duties and taxes, of the goods referred to in paragraph 1, other than to require that those goods:

(a) be used solely by or under the personal supervision of a national of another State Party in the exercise of the business activity, trade, profession or sport of that national;

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

(c) be accompanied by a guarantee in an amount no greater than the charges that would otherwise be owed on entry or final importation, releasable on exportation of the goods;

(d) be capable of identification when imported and exported;

(e) be exported on the departure of the national referred to in subparagraph (a), or within any other period reasonably related to the purpose of the temporary admission that the State Party may establish, or within one year, unless extended;

(f) be admitted in no greater quantity than is reasonable for their intended use; and

(g) be otherwise admissible into the State Party's territory under its laws.

5. Each State Party shall grant temporary admission, with total conditional relief from import duties and taxes, for containers and pallets regardless of their origin, that are in use or to be used in the shipment of goods in international traffic.

6. If any condition that a State Party imposes under paragraph 3 has not been fulfilled, the State Party may apply the customs duty and any other charge that would normally be owed on the good in addition to any other charges or penalties provided for under its law.

7. Each State Party shall adopt and maintain procedures providing for the expeditious release of goods admitted pursuant to this Article. To the extent possible, those procedures shall provide that when a good admitted pursuant to this Article accompanies a national of another State Party who is seeking temporary entry, the good shall be released simultaneously with the entry of that national.

8. Each State Party shall permit a good temporarily admitted pursuant to this Article to be exported through a customs port other than the port through which it was admitted.

9. Each State Party shall, in accordance with its laws and regulations, provide that the importer or other person responsible for a good admitted pursuant to this Article shall not be liable for failure to export the good on presentation of satisfactory proof to the importing State Party that the good was destroyed within the period fixed for temporary admission, including any lawful extension.

10. Unless otherwise provided for in this Agreement:

(a) each State Party shall allow a container used in international traffic that enters its territory from the territory of another

State Party to exit its territory on any route that is reasonably related to the economic and prompt departure of such container;

(b) a State Party shall not require any guarantee or impose any penalty or charge solely by reason of any difference between the port of entry and the port of departure of a container;

(c) a State Party shall not condition the release of any obligation, including any guarantee, that it imposes in respect of the entry of a container into its territory on its exit through any particular port of departure; and

(d) a State Party shall not require that the carrier bringing a container from the territory of another State Party into its territory be the same carrier that takes the container to the territory of that other State Party.

Article 2.10. Quantitative Import and Export Restrictions

1. Unless otherwise provided for in this Agreement, a State Party shall not adopt or maintain any prohibition or restriction other than duties, taxes and other charges on the importation of any good of another State Party or on the exportation or sale for export of any good destined for the territory of another State Party, except in accordance with Article XI (General Elimination of Quantitative Restrictions) of GATT 1994, including its interpretative notes. To this end, Article XI (General Elimination of Quantitative Restrictions) of GATT 1994, including its interpretative notes, or any equivalent provision of a successor agreement to which the State Parties are party, are incorporated into and made part of this Agreement, mutatis mutandis.

2. The Parties understand that GATT 1994 rights and obligations incorporated by paragraph 1 prohibit, in any circumstances in which any other form of restriction is prohibited, a State Party from adopting or maintaining:

(a) export or import price requirements, except as permitted in enforcement of anti-dumping and countervailing duty orders or price undertakings; or

(b) voluntary export restraints inconsistent with Article VI (Anti-dumping and Countervailing Duties) of GATT 1994, as implemented under Article 18 (Undertakings) of the SCM Agreement and Article 8 (Price Undertakings) of the Anti-Dumping Agreement.

Article 2.11. Export Prohibitions and Restrictions on Foodstuffs

1. Without prejudice to the conditions set out in Article 12(1) (Disciplines on Export Prohibitions and Restrictions) of the Agreement on Agriculture under which a State Party may apply an export prohibition or restriction, other than a duty, tax or other charge, on foodstuffs, a State Party that imposes such a prohibition or restriction on the exportation or sale for export of foodstuffs considered critical [1] to another State Party shall notify the measure to that other State Party as far in advance as practicable.

2. A State Party that is required to notify a measure pursuant to paragraph 1 shall respond to any question posed by another State Party regarding the measure, in writing, within 30 (thirty) days of the receipt of the question when feasible.

3. A State Party contemplating continuation of a measure notified pursuant to paragraph 1 beyond one year from the date it is imposed should notify the other State Parties as far in advance as practicable.

[1] The State Party that imposes such a prohibition or restriction should be a net exporter of that foodstuff, and that prohibition or restriction should affect the food security of the importing State Party.

Article 2.12. Administrative Fees and Formalities

1. Each State Party shall ensure, in accordance with Article VIII (Fees and Formalities connected with Importation and Exportation) of GATT 1994, including its interpretative notes, that all fees and charges of whatever character (other than export taxes, customs duties, charges equivalent to an internal tax or other internal charge applied consistently with Article III(2) (National Treatment on Internal Taxation and Regulation) of 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, unless it has a fixed maximum fee, and do not represent an indirect protection to domestic goods or a taxation of imports or exports for fiscal purposes. Each State Party shall endeavour to phase out any ad valorem based fees and charges.

2. Each State Party shall make available online a current list of the fees and charges it imposes in connection with

importation or exportation.

3. Each State Party shall periodically review its fees and charges, including consular fees applied on imports, with a view to either eliminating them, or reducing their number and diversity, where practicable.

Article 2.13. Import and Export Licensing

1. The State Parties shall introduce and administer any import or export licensing procedure in accordance with:

(a) Paragraphs 1 through 9 of Article 1 (General Provisions) of the Import Licensing Agreement;

(b) Article 2 (Automatic Import Licensing) of the Import Licensing Agreement; and

(c) Article 3 (Non-Automatic Import Licensing) of the Import Licensing Agreement.

To this end, the provisions referred to in subparagraphs (a), (b) and (c) are incorporated into and made part of this Agreement. The State Parties shall apply those provisions, mutatis mutandis, for any export licensing procedures.

2. A State Party shall only adopt or maintain licensing procedures as a condition for importation into its territory or exportation from its territory to another State Party when other appropriate procedures to achieve an administrative purpose are not reasonably available.

3. A State Party shall not adopt or maintain non-automatic import or export licensing procedures unless necessary to implement a measure that is consistent with this Agreement. A State Party adopting non-automatic licensing procedures shall indicate clearly the measure being implemented through such licensing procedure.

4. Each State Party shall respond within 60 (sixty) days to enquiries from another State Party regarding any licensing procedures which the State Party to which the request is addressed intends to adopt or has adopted or maintained, as well as the criteria for granting or allocating import or export licenses.

5. Promptly after this Agreement enters into force for a State Party, that State Party shall notify the other State Parties of its existing import licensing procedures, if any. The notification shall include the information specified in Article 5(2) (Notification) of the Import Licensing Agreement.

6. A State Party shall be deemed to be in compliance with paragraph 5 with respect to an existing import licensing procedure if:

(a) it has notified that procedure to the Committee on Import Licensing provided for in Article 4 (Institutions) of the Import Licensing Agreement together with the information specified in Article 5(2) (Notification) of that agreement; or

(b) in the most recent annual submission due before entry into force of this Agreement for that State Party to the Committee on Import Licensing in response to the annual questionnaire on import licensing procedures described in Article 7(3) (Review) of the Import Licensing Agreement, it has provided, with respect to that procedure, the information requested in that questionnaire.

7. Each State Party shall notify the other State Parties of any new import licensing procedures it adopts and any modifications it makes to its existing import licensing procedures, whenever possible, no later than 60 (sixty) days before the new procedure or modification takes effect. In no case shall a State Party provide such notification later than 60 (sixty) days following the date of its publication. A State Party that notifies a new import licensing procedure or a modification to an existing import licensing procedure to the Committee on Import Licensing in accordance with Article 5(1), 5(2) and 5(3) (Notification) of the Import Licensing Agreement shall be deemed to have complied with this requirement.

8. Where a State Party has denied an import license application with respect to a good of another State Party, it shall, on request of the applicant and within a reasonable period after receiving the request, provide the applicant with a written explanation of the reason(s) for the denial.

Article 2.14. Technical Consultations

1. Each Party shall designate and notify a contact point to facilitate communications amongst the Parties on any matter covered by this Chapter.

2. A Party may request technical consultations to discuss any matter arising under this Chapter, by making a request to another Party through the contact points referred to in paragraph 1. The

request shall identify the reasons for the request, including a description of the Party's concerns and an indication of the provisions of this Chapter to which the concerns relate.

3. Within a reasonable period of time after the receipt of a request under paragraph 2, the Party which has received the request shall provide a reply. If still deemed necessary, within 30 (thirty) days of the receipt of the reply, the Parties shall discuss, in person or via electronic means, the matter identified in the request. If the Parties choose to meet in person, the meeting shall take place in such locations and through such means as the Parties mutually decide.

4. Unless the Parties that participate in the technical consultations agree otherwise, the discussions and any information exchanged in the course of the consultations shall be confidential.

5. This Article refers to technical consultations and is without prejudice to a Party's rights and obligations under Chapter 18 (Dispute Settlement). For greater certainty, a request for technical consultations under this Article shall not be deemed to be a request for consultation under Chapter 18 (Dispute Settlement).

Article 2.15. Subcommittee on Trade In Goods and Rules of Origin

1. The Parties hereby establish a Subcommittee on Trade in Goods and Rules of Origin (hereinafter referred to as Subcommittee in this Chapter), composed of government representatives of each State Party.

2. The Subcommittee shall meet as necessary at the request of a Party or the Joint Committee to consider matters arising under this Chapter and Chapter 3 (Rules of Origin).

3. The Subcommittee’s functions shall include:

(a) reviewing and monitoring the implementation and administration of the chapters referred to above;

(b) promoting trade in goods between the Parties, including:

(i) addressing non-tariff measures covered under the chapters referred to in paragraph 2;

(ii) consulting on broadening and accelerating tariff elimination under this Agreement; or

(iii) proposing any modification to the product specific rules of origin;

(c) reviewing the future amendments to the HS to ensure that each Party's obligations under this Agreement are not altered;

(d) consulting on and endeavoring to resolve any differences that may arise between the Parties on matters related to:

(i) the classification of goods under the HS; or

(ii) Annex 2-A and national nomenclatures.

(e) making recommendations and endeavouring to resolve any issue relating to the chapters referred to in paragraph 2;

(f) undertaking any additional work that the Joint Committee may assign to it;

(g) ensuring the proper functioning of the Rules of Origin Chapter and examining all issues arising thereunder;

(h) agreeing to hold ad hoc meetings on any aspect related to the implementation of the chapters referred to in paragraph 2, including their annexes and appendices; and

(i) preparing and submitting reports on modifications to the Chapter 3 (Rules of Origin), to be considered by the Joint Committee.

4. The Subcommittee shall consult, as appropriate, with other subcommittees, working groups and other bodies established under this Agreement when addressing issues of relevance to those subcommittees.

Chapter 3. RULES OF ORIGIN

Section A. GENERAL PROVISIONS

Article 3.1. Definitions

For the purposes of this Chapter:

(a) "chapter", "heading" and "subheading" means a chapter (two-digit code), heading (four-digit code) or subheading (six-digit code) of the Harmonized System (HS);

(b) "classified" refers to the classification of a product or material under a particular chapter, heading or subheading;

(c) "competent authority" means:

(i) for Singapore: Singapore Customs;

(ii) for Argentina: Secretaría de Comercio or its successors;

(iii) for Brazil: Secretaria Especial da Receita Federal do Brasil and Secretaria de Comércio Exterior or its successors;

(iv) for Paraguay: Ministerio de Industria y Comercio or its successors;

(v) for Uruguay: Ministerio de Economía y Finanzas Política Comercial or its successors;

(d) "custom value" means the value determined in accordance with the Customs Valuation Agreement;

(e) "ex-works price" means the price paid for a product to the manufacturer in the State Party where the last working or processing was carried out, in accordance with the international commercial terms "incoterms", provided the price includes the value of all the materials used, direct and indirect costs, and profit minus any internal taxes which are, or may be, repaid when the product obtained is exported;

(f) "goods" means both materials and products;

(g) "manufacture" means working or processing, including assembling;

(h) "material" means any ingredient, raw material, component or part used in the manufacture of a product;

(i) "product" means the manufactured or finished product, even if it is intended for later use in another manufacturing operation;

(j) "value of non-originating materials" means the custom value at the time of importation of the non-originating materials used including the freight and insurance to the place of import in a State Party, or, if this is not known and cannot be ascertained, the first ascertainable price paid for the materials in a State Party, which may exclude all costs incurred in transporting the

non-originating materials within a Party such as freight, insurance and packing costs as well as any other known and ascertainable cost incurred there.

Section B. CONCEPT OF "ORIGINATING PRODUCTS"

Article 3.2. General Requirements

For the purposes of this Agreement, a product shall be considered as originating in a Party if:

(a) it has been wholly obtained in the territory of a Party, in accordance with Article 3.3 (Wholly obtained products);

(b) it incorporates non-originating materials provided that they have undergone sufficient working or processing in the territory of a Party, in accordance with Article 3.4 (Sufficient working or processing); or

(c) it has been produced entirely in the territory of one or both of the Parties, exclusively from originating materials.

Article 3.3. Wholly Obtained Products

The following products shall be considered as wholly obtained in the territory of a Party:

(a) minerals and other naturally occurring substances extracted or taken from its soil, subsoil waters, seabed or beneath the seabed there;

(b) plants and vegetable products grown and harvested there;

(c) live animals born and raised there;

(d) products from live animals born and raised there;

(e) products from slaughtered animals born and raised there;

(f) products obtained by hunting, trapping, or fishing conducted there;

(g) products of aquaculture where the fish, crustaceans, molluscs and other aquatic invertebrates are born or raised there;

(h) products, other than a fish, crustacean, mollusc and other marine life taken by a State Party or a person of a State Party from the Area [1], provided that State Party or the person of that State Party has the exclusive right to exploit it in accordance with international law, including the UNCLOS;

(i) a fish, crustacean, mollusc and other marine life taken from the high seas:

(i) by vessels that are registered, listed or recorded and entitled to fly the flag of that State Party; or

(ii) by chartered vessels where the fishing licenses are issued by the same State Party whose persons are chartering the vessel;

and that State Party has the right to exploit those waters in accordance with international law, including UNCLOS;

(j) a good, referred to in subparagraph (i), obtained or produced on board of a factory ship, provided that:

(i) the factory ship is registered, listed or recorded and entitled to fly the flag of that State Party; or

(ii) in the case of a chartered factory ship, the fishing license is issued by the same State Party whose persons are chartering the factory ship;

(k) goods extracted from "the Area" where it has exclusive exploitation rights, in accordance with UNCLOS;

(l) waste and scrap resulting from manufacturing operations conducted there;

(m) used products collected there fit only for the recovery of raw materials and not for their original purpose; or

(n) products manufactured in a Party exclusively from materials listed in subparagraphs (a) to (m).

[1] For the purposes of this Article, "Area" has the same meaning as in UNCLOS.

Article 3.4. Sufficient Working or Processing

1. A product obtained from non-originating materials shall be considered to have undergone sufficient working or processing if the applicable product-specific rule of Annex 3-B (Product- specific Rules) is fulfilled.

2. Singapore shall give due consideration to any request from MERCOSUR for Paraguay to benefit from more flexible rules than those set in Annex 3-B (Product-specific Rules), for manufactured products obtained from non-originating materials. Such consideration shall be given taking into account the following parameters:

a) the request shall have a clear implementation period;

b) the request shall be made up to 15 (fifteen) years after the entry into force of this agreement; and

c) the request shall be limited to an additional 5 (five) percentage points of maximum non- originating materials on a value rule, when applicable.

3. Notwithstanding paragraph 1, the operations defined in Article 3.5 (Insufficient working or processing) are considered as insufficient to obtain originating status.

4. The product-specific rules referred to in paragraph 1 indicate the working or processing which must be carried out on non-originating materials used in manufacturing and concern only such materials. It follows that if a product, which has acquired originating status in a Party in accordance with paragraph 1, is further processed in that Party and used as material in the manufacture of another product, no account shall be taken of the non-originating components of that material.

5. Notwithstanding paragraph 1, non-originating materials which do not fulfil the conditions set out in Annex 3-B (Product-specific Rules) may be used, provided that:

(a) their total value does not exceed 10% of the ex-works price of a product; and

(b) no maximum value or weight of non-originating materials set out in Annex 3-B (Product- specific Rules) is exceeded through the application of this paragraph.

This paragraph shall not apply to products falling within Chapters 50 to 63 of the Harmonized System.

6. Notwithstanding paragraph 1, tolerances stipulated in Notes 6 and 7 of Annex 3-A (Introductory Notes) shall apply for products falling within Chapters 50 to 63 of the Harmonized System.

Article 3.5. Insufficient Working or Processing

1. Without prejudice to paragraph 3, the following operations shall be considered as insufficient working or processing to confer the status of originating products, whether or not the requirements of Article 3.4 (Sufficient working or processing) are satisfied:

(a) preserving operations to ensure that a product retains its condition during transport and storage, such as freezing or thawing;

(b) changes of packaging and breaking-up and assembly of packaging;

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

(d) ironing or pressing of textiles or textile products;

(e) simple painting and polishing;

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

(g) colouring of sugar or forming sugar lumps;

(h) peeling and removal of stones, cores, pips and shells from fruits, nuts and vegetables;

(i) sharpening, simple grinding or simple cutting;

(j) sifting, screening, sorting, classifying, grading, matching;

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

(l) simple addition of water or dilution or dehydratation or denaturation of products;

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

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

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

(p) slaughter of animals.

2. For the purposes of paragraph 1, "simple" describes operations or processes which need neither special skills nor machines, apparatus or equipment especially produced or installed to carry out the operation or process.

3. All operations or processes carried out in a Party on a product shall be taken into account when determining whether these operations or processes are considered as insufficient working or processing.

Article 3.8. Packaging Materials, Packing Materials and Containers

1. Each Party shall provide that if a product is subject to a maximum value of the non- originating materials requirement, the value of the packaging materials and containers in which the product is packaged for retail sale, if classified with the product, in accordance with Rule 5(b) of the General Rules for the Interpretation of the Harmonized System, shall be taken into account as originating or non-originating, as the case may be, in calculating the maximum value of the non- originating materials of the product. For other requirements, packaging materials and containers shall be disregarded in determining the origin of that product.

2. Packing materials and containers for shipment shall be disregarded in determining the origin of that product.

Article 3.9. Accessories, Spare Parts and Tools

Accessories, spare parts and tools dispatched with a piece of equipment, machine, apparatus or vehicle, which are part of the normal equipment and included in the price thereof or which are not separately invoiced, shall be regarded as one with the piece of equipment, machine, apparatus or vehicle in question.

Article 3.10. Neutral Elements

In order to determine whether a product originates in a Party, it shall not be necessary to determine the origin of the following which might be used in its manufacture:

(a) energy and fuel;

(b) plant and equipment;

(c) machines and tools; and

(d) other goods which do not enter, and which are not intended to enter, into the final composition of the product.

Article 3.11. Accounting Segregation

1. If originating and non-originating fungible materials are used in the working or processing of a product, the determination of whether the materials used are originating may be determined on the basis of an accounting segregation system without keeping the materials in separate stocks.

2. For the purposes of paragraph 1, "fungible materials" means materials that are of the same kind and commercial quality, with the same technical and physical characteristics, which cannot be distinguished from one another once they are incorporated into the finished product.

3. The accounting segregation system used on the basis of the general accounting principles applicable in the Parties, depending on where the product is manufactured, must ensure that no more final products receive originating status than would have been the case if the materials had been physically segregated.

4. A producer using an accounting segregation system must keep records of the operation of the system that are necessary for the respective customs authority to verify compliance with the provisions of this Chapter.

Article 3.12. Sets

Sets, as defined in Rule 3 of the General Rules for the Interpretation of the Harmonized System, shall be regarded as originating when all component products are originating. Nevertheless, when a set is composed of originating and non-originating products, the set as a whole shall be regarded as originating, provided that the value of the non-originating products does not exceed 15% per cent of the ex-works price of the set.

Section C. TERRITORIAL REQUIREMENTS

Article 3.13. Principle of Territoriality

1. The conditions for acquiring originating status set out in the provisions of Section B (Concept of "originating products") must be fulfilled without any interruption in a Party.

2. Notwithstanding paragraph 1, if an originating product is returned to the exporting Party after having been exported to a non-Party without having undergone any operation there, beyond those necessary to preserve it in good condition, that product shall retain its originating status.

Article 3.14. Non-alteration

1. Originating products, for which preferential tariff treatment is requested in a Party, shall be the same products as exported from another Party. They must not be altered or transformed in any way nor undergo operations other than those to preserve their condition, or to add or affix marks, labels, seals or any documentation to ensure compliance with domestic requirements of the importing Party, prior to being declared for preferential tariff treatment.

2. Products mentioned in paragraph 1 shall be transported directly between Singapore and MERCOSUR. The products may

undergo transit, storage, splitting of consignments, repacking, as well as the operations mentioned in paragraph 1 in a non-party and shall retain their originating status, provided they remain under customs control in that non-party.

3. Paragraphs 1 and 2 shall be considered fulfilled, unless the customs authority of the importing Party has reason to believe the contrary. In such case, the customs authority of the importing Party may request the importer or his/her representative to provide appropriate evidence of compliance, which may be given by any means, including contractual transport documents such as bills of lading or factual or concrete evidence based on marking or numbering of packages or any other evidence.

Article 3.15. Exhibitions

1. Originating products, sent for exhibition outside the Parties and sold after the exhibition for importation in a Party, shall benefit on importation from the provisions of this Agreement provided it is shown to the satisfaction of the customs authorities of the importing country that:

(a) an exporter has consigned these products from a Party to the country in which the exhibition is held and has exhibited them there;

(b) the products have been sold or otherwise disposed of by that exporter to a person in a Party;

(c) the products have been consigned during the exhibition or immediately thereafter in the state in which they were sent for exhibition; and

(d) the products have not, since they were consigned for exhibition, been used for any purpose other than demonstration at the exhibition.

2. A proof of origin must be submitted to the customs authorities of the importing country in the normal manner. The name and address of the exhibition must be indicated thereon.

3. Paragraph 1 shall apply to any trade, industrial, agricultural or crafts exhibition, fair or similar public show or display which is not organised for private purposes in shops or business premises with a view to the sale of foreign products, and during which the products remain under customs control.

Section D. PROOF OF ORIGIN

Article 3.16. Proof of Origin

1. Products originating in a Party, on importation into another Party, shall benefit from preferential treatment under this Agreement upon submission of a proof of origin.

2. Either of the following shall be considered as a proof of origin:

(a) an origin declaration by an exporter or producer, in accordance with Article 3.17 (Origin declaration) [2][3] ; or

(b) a certificate of origin by an issuing body in accordance with Article 3.18 (Procedure for the issuance of a certificate of origin).

3. A proof of origin shall:

(a) specify that the good is originating and meets the requirements of this Chapter;

(b) be in writing, or any electronic format as notified by an importing Party; and

(c) be in the English language.

4. Each Party shall provide that a proof of origin remains valid for one year from the date on which it is issued or completed. Preferential treatment shall be claimed within such period to the customs authorities of the importing Party.

5. A proof of origin may be issued or completed when the products to which it relates are exported, or after exportation.

[2] Products originating in Singapore shall, on importation into a MERCOSUR State, benefit from preferential treatment under this Agreement upon submission of an origin declaration completed by an exporter or producer established in a Party, in accordance with Article 17 (Origin declaration).

[3] For exporters based in MERCOSUR, the application of paragraph 2(a) shall apply after MERCOSUR has notified to Singapore that such legislation applies to the exporters in the MERCOSUR State where the exporter completing the Origin declaration is based.

Article 3.17. Origin Declaration

1. An Origin declaration can be completed by an exporter or producer established in a State Party for products originating in that State Party and otherwise fulfilling the requirements of this Chapter.

2. The origin declaration must be completed on an invoice or any other commercial document that describes the originating product in sufficient detail to enable its identification and that contains a set of minimum data elements as set out in Annex 3-D (Minimum data elements).

3. The exporter or producer making out an origin declaration shall be prepared to submit, at any time, upon the request of the competent authority of the Party of export and, in accordance with Article 3.27 (Verification of origin), upon the request of the competent authority of the Party of import, all appropriate documents proving the originating status of the products concerned as well as the fulfilment of the other requirements of this Chapter.

4. Each Party shall provide that if a producer certifies the origin of a good, the certification of origin is completed on the basis of the producer having information that the good is originating.

5. When the exporter is not the producer of the product, the exporter may complete the origin declaration on the basis of:

(a) its knowledge of whether the product qualifies as an originating product, based on information in the exporter's possession;

(b) its reasonable reliance on the producer's written representation that the product qualifies as an originating product; or

(c) a completed origin declaration for the product, voluntarily provided to the exporter by the producer.

Article 3.18. Procedure for the Issuance of a Certificate of Origin

1. A certificate of origin shall be issued by the competent authorities of the exporting country on application having been made in writing by the exporter or producer. The application form should contain a signed statement by the producer which indicates the characteristics and components of the final product as well as it productive process.

2. For this purpose, the exporter or producer shall fill out both the certificate of origin and the application form. A specimen of the certificate of origin shall appear in Annex 3-C (Certificate of origin). If the certificate of origin is hand-written, it shall be completed in ink, in printed characters. The description of the products must be given in the box reserved for this purpose without leaving any blank lines. Where the box is not completely filled, a horizontal line must be drawn below the last line of the description, the empty space being crossed through.

3. Notwithstanding paragraph 1, the competent authorities may authorize a government office or a certifying office or institution to issue the certificate of origin, in accordance with the provisions of this Article.

4. A certificate of origin shall be issued by the competent authorities of a Signatory MERCOSUR State if the products concerned can be considered as products originating in that State Party and fulfil the other requirements of this Chapter.

5. The exporter or producer applying for the issuance of a certificate of origin shall be prepared to submit, at any time, upon the request of the competent authorities of the Party of export and, in accordance with Article 3.27 (Verification of origin), upon the request of the competent authority of the Party of import, all appropriate documents proving the originating status of the products concerned as well as the fulfilment of the other requirements of this Chapter.

6. The issuing competent authorities shall also ensure that the forms referred to in paragraph 2 are duly completed. In particular, they shall check whether the space reserved for the description of the products has been completed in such a manner as to exclude all possibility of fraudulent additions.

7. The competent authorities of the exporting country issuing a certificate of origin shall keep for at least 3 (three) years the application form referred to in paragraph 2.

Article 3.19. Issuance of a Duplicate Certificate of Origin

1. In the event of theft, loss or destruction of a certificate of origin, the exporter may apply to the competent authorities

which issued it for a duplicate made out on the basis of the export documents in their possession.

2. The duplicate issued in this way must be endorsed with the following word: "DUPLICATE".

3. The endorsement referred to in paragraph 2, the number and date of the original certificate of origin shall be inserted in the "Remarks" box of the duplicate certificate of origin.

Article 3.20. Issuance of a Proof of Origin on the Basis of a Proof of Origin Issued Previously

1. If originating products for which a proof of origin has been submitted are stored in a warehouse or a free zone under customs control in a State Party, it could be possible for the customs or competent authority to issue one or more proofs of origin, based on the original proof of origin, for the purpose of sending all or some of these products elsewhere to another State Party.

2. In the case of MERCOSUR, the provisions of paragraph 1 shall apply only to the State Parties that have decided on its implementation and that have duly notified the Joint Committee thereof.

Article 3.21. Supporting Documents

The documents referred to in Article 3.17 (3) (Origin declaration) and Article 3.18 (5) (Procedure for the issuance of the certificate of origin), in paper or electronic form, used for the purpose of

proving that products covered by a proof of origin can be considered as products originating in a Party and fulfill the other requirements of this Chapter, may consist inter alia of the following:

(a) direct evidence of the processes carried out by the exporter or supplier to obtain the goods concerned, contained for example in his accounts or internal book-keeping;

(b) documents proving the originating status of materials used, issued or made out in a Party where these documents are used in accordance with domestic legislation;

(c) documents proving the working or processing of materials in a Party, issued or made out in a Party, where these documents are used in accordance with domestic legislation; and

(d) proof of origin proving the originating status of materials used, issued or made out in a Party in accordance with this Chapter.

Section E. PREFERENTIAL TREATMENT

Article 3.22. Importation Requirements

1. Each Party shall grant preferential tariff treatment in accordance with this Agreement to originating products of a Party imported from another Party, on the basis of a proof of origin referred to in Article 3.16 (Proof of origin).

2. Unless otherwise provided for in this Section, each Party shall require an importer in its territory that claims preferential tariff treatment for a product imported into its territory from the territory of another Party to:

(a) make a written statement that the product qualifies as an originating product and this written statement shall form part of the import document and be based on valid proof of origin;

(b) have the proof of origin in its possession at the time the written statement referred to in subparagraph (a) is made;

(c) provide, on request of that Party's customs administration, the proof of origin and, if required by that customs administration, such other documentation relating to the importation of the product in accordance with the domestic law of the importing Party; and

(d) promptly make a corrected statement and pay any duties owing when the importer has reason to believe that the proof of origin on which a written statement was based contains information that is not correct.

3. Where, at the time of importation, the customs authority of the importing Party has a reasonable doubt on the origin of a product, the product may be released upon a deposit or the payment of duties, pending the outcome of the verification. The deposit or duties paid shall be refunded once the outcome of the verification confirms that the product complies with the

requirements under this Chapter.

Article 3.23. Importation by Instalments

Where, at the request of an importer and on conditions laid down by the customs authority of the importing Party, a dismantled or non-assembled product within the meaning of Rule 2(a) of the General Rules for the Interpretation of the Harmonized System is imported by instalments, a proof of origin may be submitted to the customs authority upon importation of the first instalment.

Article 3.24. Obligations Relating to Exportation and Importation

1. An exporter or producer who has provided a proof of origin shall keep a copy of the proof of origin and supporting documents for at least 5 (five) years from the date of completion or issuance, or longer if required by laws and regulations of the State Party of export, including records concerning the purchase of, cost of, value of, shipping of and payment for, the exported product.

2. For the same period mentioned in paragraph 1, the producer who has provided a proof of origin shall also keep a copy of records concerning:

(a) the purchase of, cost of, value of, and payment for all materials, including indirect materials, used in the production of the exported product; and

(b) the production of the product in the form in which it was exported.

3. When becoming aware of or having reason to believe that a proof of origin contains incorrect information, the exporter or producer who has provided the proof of origin shall immediately notify the importer and the customs authority or competent governmental authorities of the exporting State Party of any change affecting the originating status of each product covered by that proof of origin.

4. An importer who has been granted preferential tariff treatment shall keep the proof of origin and other relevant documents for at least 3 (three) years from the date on which preferential treatment was granted, or longer if required by the laws and regulations of the State Party of import.

5. When becoming aware of or having reason to believe that a proof of origin contains incorrect information, an importer who has been granted preferential tariff treatment shall immediately notify the customs authority of the importing State Party of any change affecting the originating status of each product covered by that proof of origin.

6. When an importer claims preferential tariff treatment for a product imported from the territory of another State Party, the importing State Party may deny preferential tariff treatment to the product if the importer, exporter or producer fails to comply with any requirement under this Chapter.

Article 3.25. Discrepancies and Formal Errors

1. The discovery of slight discrepancies between the statements made in the proof of origin and those made in the documents submitted to the customs administration for the purpose of carrying out the formalities for importing the products shall not because of that fact render the proof of origin null and void if it is established that this document corresponds to the products submitted.

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

3. Each State Party shall provide that if the customs administration of the State Party into whose territory a product is imported determines that a proof of origin is illegible, defective on its face, or has not been completed in accordance with this Chapter, the importer shall be granted a period of 30 (thirty) days from the date of receipt of the notification sent by the customs administration to provide the corrected proof of origin.

Article 3.26. Third Party Invoice

A State Party shall not reject a claim for preferential tariff treatment for the sole reason that the invoice was issued in a non-Party.

Section F. ORIGIN VERIFICATION AND OTHER MATTERS

Article 3.27. Verification of Origin

1. For the purposes of determining whether a product imported into its territory qualifies as an originating product, the importing State Party may, through its competent authority, conduct a verification of any claim for preferential tariff treatment by means of:

(a) a written request or questionnaire seeking information, including records, from the exporter or producer of the product in the territory of another State Party, limited to information to determine whether the product is originating;

(b) a visit to the premises of an exporter or producer in the territory of another State Party to observe the facilities used in the production of the product, and review the records referred to in Article 3.24 (1) and (2) (Obligations relating to exportation and importation) limited to records on whether the product is originating; or

(c) any other procedures as may be mutually decided by the State Parties.

2. Each State Party shall provide that verifications of origin concerning whether a product is originating or whether all other requirements of this Chapter are fulfilled shall be:

(a) based on risk assessment methods applied by the competent authority of the importing State Party, which may include random selection; or

(b) made when the importing State Party has reasonable doubts about whether the product is originating or whether all other requirements of this Chapter have been fulfilled.

3. If an importing State Party makes a verification request pursuant to paragraph 1, it shall inform the competent authorities of the exporting State Party at the time of its verification request to the exporter or producer. In addition, on request of the importing State Party, the State Party where the exporter or producer is located may, as it deems appropriate and in accordance with its laws and regulations, assist with the verification. This assistance may include providing a contact point for the verification, collecting information from the exporter or producer on behalf of the importing State Party, or other activities in order that the importing State Party may make a determination as to whether the good is originating. The importing State Party shall not deny a claim for preferential tariff treatment solely on the ground that the State Party where the exporter or producer is located did not provide requested assistance. If an importing State Party initiates a verification pursuant to subparagraph (b) of paragraph 1, it shall, at the time of the request for the visit, inform the State Party where the exporter or producer is located and provide the opportunity for the officials of the State Party where the exporter or producer is located to accompany them during the visit.

4. If an importing State Party has initiated a verification pursuant to paragraph 1, it shall inform the importer of the initiation of the verification.

5. For the purposes of verifying the origin of a product, the importing State Party may request the importer of the product to voluntarily obtain and supply information voluntarily provided by the exporter or producer of the product in the territory of another State Party, provided that the importing State Party shall not consider the failure or refusal of the importer to obtain and supply such information as a failure of the exporter or producer to supply the information or as a ground for denying preferential tariff treatment. If the importer does not provide information to the importing State Party or the information provided is not sufficient to support a claim for preferential tariff treatment, the importing State Party shall request information from the exporter or producer pursuant to subparagraph (a) or (b) of paragraph 1 before it may deny the claim for preferential tariff treatment.

6. If an importing State Party conducts a verification pursuant to this Article, it shall accept information, including records or documents, directly from the competent authority of the exporting party, exporter, producer, or importer.

7. A written request for information or for a verification pursuant to subparagraph (a) or (b) of paragraph 1 shall:

(a) be in English or in an official language of the State Party of the person to whom the request is made;

(b) include the identity of the government authority issuing the request;

(c) state the reason for the request, including the specific issue the requesting State Party seeks to resolve with the verification;

(d) include sufficient information to identify the good that is being verified; and

(e) include a copy of relevant information submitted with the good, including the certification of origin.

8. Each State Party shall allow an exporter or producer who receives a written request or questionnaire pursuant to subparagraph (a) of paragraph 1 not less than 30 (thirty) days from the date of receipt of such request or questionnaire to provide the information and documentation required or the completed questionnaire. On written request by the exporter or producer made during that period, the importing State Party shall grant the exporter or producer a single extension of the deadline for a period of 30 (thirty) days.

9. If an exporter or producer fails to provide the information and documentation required by a written request or questionnaire or fails to return a duly completed questionnaire within the period or extension set out in paragraph 8, an importing State Party may deny preferential tariff treatment to the product in question in accordance with the procedures set out in paragraphs 18 to 21.

10. Prior to conducting a verification visit pursuant to subparagraph (b) of paragraph 1, a State Party shall, through its competent authority:

(a) deliver a written notification of its intention to conduct the visit:

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

(ii) to the competent authority of the State Party in whose territory the visit is to occur; and

(b) obtain the written consent of the exporter or producer whose premises are to be visited.

11. The notification referred to in paragraph 10 shall include:

(a) the name of the entity issuing the notification;

(b) the name of the exporter or producer whose premises are to be visited;

(c) the date and place of the proposed verification visit;

(d) the scope of the proposed verification visit, including specific reference to the product that is the subject of the verification;

(e) the names and titles of the officials performing the verification visit; and

(f) the legal authority for the verification visit.

12. When, within 30 (thirty) days of receipt of a notification pursuant to paragraph 10, an exporter or producer has not given its written consent to a proposed verification visit, the notifying State Party may deny preferential tariff treatment to the product that would have been the subject of the visit.

13. Each State Party shall allow, when the exporter or producer receives notification pursuant to subparagraph (a)(i) of paragraph 10, the exporter or producer to, on a single occasion, within 15 (fifteen) days of receipt of the notification, request the postponement of the proposed verification visit for a period not exceeding 60 (sixty) days from the date of such receipt or for such longer period as agreed to by the notifying State Party.

14. The State Party whose competent authority receives notification pursuant to subparagraph (a)(ii) of paragraph 10, may, within 15 (fifteen) days of receipt of the notification, postpone the proposed verification visit for a period not exceeding 60 (sixty) days from the date of such receipt or for such longer period as the State Parties may decide.

15. A State Party shall not deny preferential tariff treatment to a product based solely on the postponement of a verification visit pursuant to paragraphs 13 or 14.

16. A State Party shall permit an exporter or a producer whose product is the subject of a verification visit by another State Party to designate two observers to be present during the visit, provided that:

(a) the observers shall only participate as such; and

(b) the failure of the exporter or producer to designate observers shall not result in the postponement of the visit.

17. When a State Party conducts a verification of origin involving a value test, de minimis calculation or any other provision in this Chapter to which Generally Accepted Accounting Principles may be relevant, it shall apply such principles as are applicable in the territory of the State Party in which the verification is taking place.

18. The State Party conducting a verification shall make a determination following a verification as expeditiously as possible and no later than 90 (ninety) days after it receives the information necessary to make the determination, including, if applicable, any information received pursuant to paragraph 21, and no later than 365 days after the first request for information or other action pursuant to paragraph 1. If permitted by its laws and regulations, a State Party may extend the 365 days period in exceptional cases, such as where the technical information concerned is very complex.

19. The State Party conducting a verification shall provide the exporter or producer whose product is the subject of the verification with a written determination of whether the product qualifies as an originating product, including findings of fact and the legal basis for the determination. The importing State Party shall also provide a written determination to the importer and to the competent authorities of the exporting State Party.

20. When a State Party determines as a result of an origin verification that the product that is the subject of the verification does not qualify as an originating product, the State Party shall include in its written determination pursuant to paragraph 18 a written notice of intent to deny preferential tariff treatment of the product.

21. A written notice of intent pursuant to paragraph 20 shall provide for a period of not less than 30 (thirty) days during which the exporter or producer of the product may provide, with regard to that determination, written comments or additional information that will be taken into consideration by the State Party prior to completing the verification.

22. For the purposes of this Article, the importing State Party shall ensure that all communication to the exporter or producer and to the State Party of export be sent by any means whereby a confirmation of receipt can be proven. The periods referred to in this Article will begin from the date of such receipt.

23. When the verification carried out by a State Party shows that an exporter or producer repeatedly makes false or unsupported representations that a product imported into the State Party's territory qualifies as an originating product, the State Party may suspend the preferential tariff treatment to be accorded to subsequent shipment of identical product according to the Customs Valuation Agreement exported or produced by such a person until that person establishes that the shipment complies with this Chapter, in accordance with its domestic laws, regulations or practices.

Article 3.28. Cooperation between Customs Authorities and other Competent Governmental Authorities

1. The customs authorities or competent governmental authorities of the Signatory MERCOSUR States shall provide to the customs authorities of Singapore, by communication through the MERCOSUR Secretariat, specimens of stamps4 used for the issue of certificates of origin and the addresses of the customs or competent governmental authorities responsible for verifying origin declarations.

2. Where the competent governmental authority of an exporting State Party designates other entities or bodies to carry out the issuance of certificate of origin, the exporting State Party shall notify in writing the other Parties of its designees.

3. For the purposes of Article 3.16 (Proof of origin), Singapore and, on the other side, one or more Signatory MERCOSUR States, may agree to establish systems that allow proofs of origin listed in subparagraphs (a) and (b) of paragraph 1 to be issued electronically or submitted electronically.

4. The Parties shall endeavour to resolve technical matters related to the implementation or application of this Chapter, to the extent possible, through direct consultations between the customs authority or competent governmental authorities or in the Sub-committee on Trade in Goods and Rules of Origin.

4 For greater certainty, the customs authorities or competent governmental authorities of the Signatory MERCOSUR States shall provide the customs authorities of Singapore information on the stamp specimens by providing the customs authorities of Singapore access to the ALADI database.

Article 3.29. Confidentiality

1. Each Party shall maintain, in accordance with its legislation, the confidentiality of the information collected under this Chapter and shall protect that information from disclosure that could prejudice the competitive position of a person to whom the information relates.

2. Each Party shall ensure that the information collected under this Chapter is not used for purposes other than the administration or enforcement of determinations of origin and of customs matters, except with the authorisation of the person or State Party who provided the information.

3. Notwithstanding paragraph 2, each Party may use any information collected under this Chapter in any administrative, jurisdictional or judicial proceedings instituted for failure to comply with customs and tax related laws and regulations implementing this Chapter.

Article 3.30. Dispute Settlement

1. Where the Parties raise a question as to the implementation or interpretation of this Chapter, they shall be submitted to the Subcommittee on Trade in Goods and Rules of Origin.

2. Nothing in this Article shall affect the procedures or the rights of the Parties under Chapter 18 (Dispute Settlement).

3. In all cases the settlement of disputes between the importer and the customs or competent governmental authorities of the importing country shall be under the legislation of the said country.

Section G. FINAL PROVISIONS

Article 3.31. Penalties

Appropriate penalties shall be imposed on any person who draws up, or causes to be drawn up, a document which contains incorrect information for the purposes of obtaining preferential treatment for products.

Article 3.32. Products In Transit or Storage

The provisions of this Chapter may be applied to products which, on the date of entry into force of this Agreement, are either in transit or in temporary storage in a customs warehouse or free zone under customs control. For such products, a proof of origin may be completed retrospectively up to six months after the entry into force of this Agreement, provided that the provisions of this Chapter and in particular Article 3.14 (Non-alteration) have been fulfilled.

Article 3.33. Explanatory Notes

The Parties may consider the need for "Explanatory notes" regarding the interpretation, application and administration of this Chapter.

Chapter 4. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 4.1. Scope

This Chapter shall apply to import, export and transit procedures required for goods traded between the State Parties, in accordance with their respective laws and regulations.

Article 4.2. Objectives

The objectives of this Chapter are to:

(a) ensure that procedures and practices related to the importation, exportation, and transit of goods are predictable, consistent, transparent, and facilitate trade, including through the expeditious clearance of goods;

(b) promote efficient administration of procedures related to the importation, exportation, and transit of goods, and the expeditious clearance of goods;

(c) simplify import, export and transit procedures of the State Parties and harmonise them to the extent possible with relevant international standards;

(d) promote cooperation between the competent authorities of the State Parties; and

(e) facilitate trade between the State Parties, including through a strengthened environment for global and regional supply chains.

Article 4.3. Transparency

1. Each State Party shall publish online, free of charge, and as far as practicable in the English language, all its laws, regulations, trade-related guidelines, procedures and administrative rulings subject to the State Parties' laws and regulations.

2. Each State Party shall designate or maintain one or more enquiry points to address enquiries from interested persons related to import, export and transit procedures and shall make information concerning the procedures for making such enquiries publicly available online. Such inquiries will be addressed, as far as possible, in the language in which the consultation was conducted.

3. Import, export and transit procedures of each State Party shall, where possible and to the extent permitted by its laws and regulations, conform with the standards and recommended practices of the World Customs Organisation (hereinafter referred to as "WCO") and the WTO.

4. Each State Party shall review its customs import, export and transit procedures with a view to their simplification to facilitate trade.

5. Each State Party shall, in a manner consistent with its laws and regulations and its legal system, provide opportunities and an appropriate time period to traders and other interested parties to comment on the proposed introduction or amendment of laws and regulations of general application related to the movement, release, and clearance of goods, including of goods in transit.

6. Each State Party shall provide for regular consultations between its relevant authorities and traders within its territory in order to identify their needs regarding the development and implementation of trade facilitation measures.

Article 4.4. Customs Cooperation

1. Each State Party shall, in accordance with its laws and regulations, cooperate with the other State Parties, through:

(a) information sharing and other activities, as appropriate, in the following areas:

(i) simplification and modernisation of procedures;

(ii) initiatives on trade facilitation;

(iii) customs valuation;

(iv) border agency coordination;

(v) single window systems;

(vi) relations with the business community; and

(vii) supply chain security and risk management;

(b) providing regular updates on changes in their respective laws and regulations on the matters listed above;

(c) developing joint initiatives related to import, export, and transit procedures including technical assistance, capacity building, and measures to improve the delivery of services to the business community; and

(d) exchanging experiences on trade facilitation, their functions and their work towards facilitating domestic coordination and implementation of WTO commitments.

2. For the purposes of this Article, each State Party shall designate at least one contact point and inform the other State Parties upon entry into force of the Agreement.

Article 4.5. Advance Rulings

1. Each State Party shall issue an advance ruling in accordance with its laws and regulations with respect to:

(a) tariff classification of a product; and

(b) origin of goods.

2. In addition to the advance rulings specified under subparagraphs (a) and (b) of paragraph 1, the State Parties shall endeavour to issue advance rulings with respect to the appropriate method or criteria, and the application thereof, to be

used for determining the customs value under a particular set of facts in accordance with the Customs Valuation Agreement.

3. Each State Party shall issue an advance ruling with respect to tariff classification and origin as expeditiously as possible, and in no case later than 150 (one-hundred and fifty) days after it receives all necessary information to issue the advance ruling or such time as specified in its laws and regulations, whichever is shorter.

4. Each State Party shall establish a validity period for an advance ruling of at least 3 (three) years from the date of the issuance of the advance ruling.

5. A State Party may modify, revoke or invalidate an advance ruling which it has issued if:

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

(b) the information provided is false or inaccurate;

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

(d) any of the conditions to which the advance ruling was made subject cease to be met or complied with; or

(e) a change is required to conform with a judicial decision or a change in its laws and regulations.

6. Each State Party shall provide that any modification, revocation, or invalidation of an advance ruling shall be effective on the date on which the modification, revocation, or invalidation is issued, or on such later date as may be specified therein, and shall not be applied to importations of a good that have occurred prior to that date. Where a State Party revokes or modifies or invalidates an advance ruling with retroactive effect, it may only do so where the ruling was based on incomplete, incorrect, false or misleading information.

7. Where a State Party revokes, modifies, or invalidates an advance ruling, it shall provide written notice to the applicant setting out the relevant facts and the basis for its decision.

Article 4.6. Review and Appeal

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

(a) administrative review of the determination, independent [1] of the employee or office that issued the determination; or

(b) judicial review of the determination.

2. Each State Party shall ensure that an authority that conducts a review pursuant to paragraph 1 notifies the parties to the matter in writing of its decision and the reasons for the decision. A State Party may require a request as a condition for providing the reasons for a decision in the review.

[1] The level of administrative review may include any authority supervising the customs administration.

Article 4.7. Single Window and Use of Automated System

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

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

3. Each State Party shall adopt or maintain procedures to determine duties and taxes upon the submission of the customs declaration and to allow electronic payment of duties and taxes upon approval of the customs declaration.

4. The State Parties shall endeavour to promote the interoperability between the National Single Windows which allows the creation of conditions for the mutual recognition of electronic documentation and data requirements necessary to carry out trade activities. For these purposes, the State Parties shall endeavour to develop institutional, legal and technical basis to ensure information exchange between each State Party's National Single Windows.

Article 4.8. Express Shipments

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

(a) provide for pre-arrival processing of information related to express shipments;

(b) allow the single submission of information covering all goods contained in an express shipment, if possible through electronic means;

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

(d) provide, in normal circumstances, for an express shipment to be released within 6 (six) business hours after the submission of the necessary information for the shipment, provided that the shipment has arrived and all requirements have been met.

Article 4.9. Risk Management

1. Each State Party shall adopt or maintain a risk management system for assessment and targeting that enables its customs administration and relevant authorities to focus its inspection activities on high-risk consignments and expedite the release of low-risk consignments.

2. Each State Party shall design and apply risk management in a manner as to avoid arbitrary or unjustifiable discrimination, or a disguised restriction on international trade.

3. Each State Party shall base risk management on an assessment of risk through appropriate selectivity criteria. Such selectivity criteria may include, inter alia, the Harmonized System code, nature and description of the goods, country of origin, country from which the goods were shipped, value of the goods, compliance record of traders, and type of means of transport.

Article 4.10. Authorised Economic Operator ("AEO")

A State Party operating an AEO program shall:

(a) afford another State Party the possibility of negotiating mutual recognition of AEO programs

for the purpose of facilitating international trade while ensuring effective customs control;

(b) work together on the customs-related aspects of securing and facilitating the international trade supply chain in accordance with the Framework of Standards to Secure and Facilitate Global Trade of the WCO; and

(c) foster cooperation between the State Parties' customs authorities and other government authorities or agencies in relation to authorised economic operator programs.

Article 4.11. Perishable Goods

In order to prevent deterioration of perishable goods, each State Party shall:

(a) provide for the release of perishable goods, under normal circumstances, within the shortest possible time;

(b) give the appropriate priority to perishable goods when scheduling any examinations that may be required;

(c) in cases of delays in the release of perishable goods, provide, upon request, a communication on the reasons for the delay;

(d) either arrange, or allow an importer to arrange, for proper storage of perishable goods whose release is pending. Each State Party may require that any storage facilities arranged by the importer have been approved or designated by its relevant authorities; and

(e) provide for the release of perishable goods in exceptional circumstances where it would be appropriate to do so, and provided that all regulatory requirements have been met, outside the business hours of customs and other relevant authorities.

Article 4.12. Release of Goods

1. Each State Party shall adopt or maintain procedures that:

(a) provide for the release of goods within a period of time no longer than required to ensure compliance with its laws and regulations;

(b) provide, in normal circumstances, for goods to be released within 48 (forty-eight) business hours of arrival unless the importer fails to fulfil the requirements of the importing State Party's laws and regulations or where the release is delayed by virtue of force majeure;

(c) provide for electronic submission and processing of information in advance of the arrival of the goods to enable release of the goods on arrival; and

(d) allow the release of imported goods prior to the final determination by its customs administration of the applicable customs duties, taxes, fees and charges, provided the good is otherwise eligible for release.2

2. Notwithstanding subparagraph (d) of paragraph 1, each State Party may require importers to provide security as a condition for the release of goods when such security is required to ensure that obligations arising from the importation of the goods will be fulfilled.

3. If a State Party allows for the release of goods conditioned on a security, it shall adopt or maintain procedures that:

(a) ensure that the amount of any security is no greater than that required to ensure that obligations arising from the importation of the goods will be fulfilled;

(b) ensure that any security shall be discharged as soon as possible after its customs authorities are satisfied that the obligations arising from the importation of the goods have been fulfilled; and

2 Uruguay shall comply with this provision in accordance with its notification under Article 16 of the Trade Facilitation Agreement of the WTO (G/TFA/N/URY/1, signed on March 7, 2019).

(c) allow importers to provide security:

(i) in the form of bank guarantees, bonds, or other non-cash financial instruments covering multiple entries; and

(ii) in any other forms specified by its customs authorities.

Article 4.13. Temporary Import

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

2. Each State Party may accept, for the temporary imports of goods, ATA Carnets issued by an association that is part of the ATA international guarantee chain, certified by the relevant authorities and valid in the customs territory of the importing State Party. Alternatively, the State Parties may establish different simplified procedures that include a guarantee system.

Chapter 5. TRADE REMEDIES

Section A. GLOBAL SAFEGUARD MEASURES

Article 5.1. Global Safeguard Measures

1. The State Parties affirm their rights and obligations concerning global safeguard measures under Article XIX (Emergency Action on Imports of Particular Products) of GATT 1994 and the Safeguards Agreement.

2. Except as provided for in paragraph 3, no provision of this Agreement shall be construed as imposing any rights or obligations on the State Parties with respect to global safeguard measures.

3. A State Party that initiates a safeguard investigatory process shall provide to another State Party an electronic copy of the notification given to the WTO Committee on Safeguards pursuant to subparagraph (a) of Article 12.1 (Notification and

Consultation) of the Safeguards Agreement.

Section B. ANTI-DUMPING AND COUNTERVAILING MEASURES

Article 5.2. General Provisions

1. The State Parties affirm their rights and obligations under Article VI (Anti-dumping and Countervailing Duties) of GATT 1994, the Anti-Dumping Agreement and the SCM Agreement and shall apply anti-dumping and countervailing measures in accordance with this Chapter. To this end, this Agreement shall apply to the extent not specifically provided for in the Anti-Dumping Agreement and the SCM Agreement.

2. The State Parties should use anti-dumping and countervailing measures in full compliance with the relevant WTO requirements. Those measures should be based on a fair and transparent system and careful consideration should be given to the interests of the State Party against which such a measure is to be imposed.

Article 5.3. Practices Relating to Anti-dumping and Countervailing Duty Proceedings

1. In any proceeding in which the investigating authorities determine to conduct an in-person verification of information that is provided by a respondent [1], and that is pertinent to the calculation of anti-dumping duty margins or the level of a countervailable subsidy, the investigating authorities shall promptly notify each respondent of their intent, and:

(a) at least 10 (ten) days prior to an in-person verification, provide the respondent a list of topics that the respondent should be prepared to address during the verification visit and that describes the types of supporting documentation to be made available for review; and

(b) after an in-person verification is completed, and subject to the protection of confidential information [2], issue a written report that describes the methods and procedures followed in carrying out the verification and the extent to which the information provided by the respondent was supported by the documents reviewed during the verification. The report shall be made available to all interested parties in sufficient time for the parties to defend their interests.

2. A State Party's investigating authorities shall maintain a non-confidential file for each investigation and review that contains:

(a) all non-confidential documents that are part of the record of the investigation or review; and

(b) to the extent feasible without revealing confidential information, non-confidential summaries of confidential information that is contained in the record of each investigation or review.

3. The non-confidential file and a list of all documents that are contained in the record of the investigation or review shall be physically available for inspection and copying during the investigating authorities' normal business hours or electronically available for download.

4. If, in an anti-dumping or countervailing duty action that involves imports from another State Party, a State Party's investigating authorities determine that a timely response to a request for information does not comply with the request, the investigating authorities shall inform the interested party that submitted the response of the nature of the deficiency and, to the extent practicable in light of time limits established to complete the anti-dumping or countervailing duty action, provide that interested party with an opportunity to remedy or explain the deficiency.

[1] For the purposes of this paragraph, "respondent" means a producer, manufacturer, exporter, importer, and, where appropriate, a government or government entity, that is required by a State Party's investigating authorities to respond to an antidumping or countervailing duty questionnaire.

[2] For the purposes of this chapter, "confidential information" includes information which is provided on a confidential basis and which is by its nature confidential, for example, because its disclosure would be of significant competitive advantage to a competitor or because its disclosure would have a significantly adverse effect upon a person supplying the information or upon a person from whom that person acquired the information.

Article 5.4. Notifications and Consultations

1. Upon receipt by a State Party's competent authorities of a properly documented anti-dumping application with respect to imports from another State Party, as soon as possible in accordance with each State Party's laws and regulations before initiating such anti-dumping investigation, the State Party shall provide written notification to another State Party of its receipt of the application.

2. Upon receipt by a State Party's competent authorities of a properly documented countervailing duty application with respect to imports from another State Party, and before initiating an investigation, the State Party shall provide written notification to that other State Party of its receipt of the application as soon as possible in accordance with each State Party's laws and regulations in advance of the date of initiation and invite that other State Party for consultations on the application.

Article 5.5. Treatment of Confidential Information

1. The investigating authority of a State Party shall require interested parties providing confidential information to furnish non-confidential summaries thereof, referred to in subparagraph (6.5.1) of Article 6(6.5) (Evidence) of the Anti-Dumping Agreement. These non-confidential summaries referred to in subparagraph (6.5.1) of Article 6(6.5) (Evidence) of the Anti-Dumping Agreement shall be in sufficient detail to permit a reasonable understanding of the substance of the information submitted in confidence in order to allow the other interested parties in the investigation an opportunity to respond and defend their interest.

2. The exceptional circumstances referred to in subparagraph (6.5.1) of Article 6(6.5) (Evidence) of the Anti-Dumping Agreement shall be limited to the cases where summarisation necessarily leads to disclosure of the confidential information or a failure to provide a sufficient level of detail to permit a reasonable understanding of the substance of the information submitted in confidence.

Article 5.6. Disclosure of the Essential Facts

The investigating authorities shall, before a final determination is made, inform all interested parties of the essential facts under consideration. Such disclosure shall take place in sufficient time for the parties to defend their interests, and they should be allowed to make their comments in accordance with each State Party's laws and regulations.

Article 5.7. Undertakings

1. After a State Party's competent authorities initiate an anti-dumping or countervailing duty investigation, upon request of another State Party, the State Party shall transmit to that other State Party's competent authorities written information regarding the State Party's procedures for requesting its authorities to consider an undertaking on price including the timeframes for offering and concluding any such undertaking.

2. In an anti-dumping investigation, where a State Party's competent authorities have made a preliminary affirmative determination of dumping and injury caused by such dumping, the State Party shall afford due consideration and opportunity for meetings to exporters of another State Party regarding proposed price undertakings which, if accepted, may result in suspension of the investigation without imposition of anti-dumping duties, consistent with the State Party's laws and regulations.

3. In a countervailing duty investigation, where a State Party's competent authorities have made a preliminary affirmative determination of subsidisation and injury caused by such subsidisation, the State Party shall afford due consideration and opportunity for meetings to another State Party and exporters of that other State Party regarding proposed price undertakings, which, if accepted, may result in suspension of the investigation without imposition of countervailing duties, consistent with the State Party's laws and regulations.

Article 5.8. Lesser Duty Rule

If a State Party decides to apply an anti-dumping or countervailing duty in respect of goods from another State Party, it shall, in accordance with its laws and regulations, apply a duty that is less than the margin of dumping or total amount of the subsidy if that level is adequate to remove the injury to the domestic industry.

Article 5.9. Sunset Reviews

1. A State Party shall not initiate a review pursuant to Article 11(11.3) (Duration and Review of Anti-Dumping Duties and Price Undertakings) of the Anti-Dumping Agreement without a request submitted by or on behalf of its domestic industry.

2. A request to initiate a review pursuant to Article 11(11.3) (Duration and Review of Anti- Dumping Duties and Price Undertakings) of the Anti-Dumping Agreement should be submitted by or on behalf of the domestic industry no later than 3 (three) months prior to the end of the five (5) year period following the date of the imposition of the anti-dumping duty or of the five (5) year period following the effective date of the most recent review of the anti-dumping duty. The review shall normally be completed within 12 (twelve) months from the date of initiation.

3. Each State Party shall analyse with special care requests for the extension of measures in force against exporters of another State Party.

Article 5.10. Exemption from Investigation after Termination

Except where circumstances have changed, the State Parties shall not initiate an investigation where a previous investigation of the same product from the same State Party resulted in a negative final determination within 1 (one) year prior to the filing of the application. If an investigation is initiated in such a case, the State Parties shall, in the notice of initiation, explain the change in circumstances which warrants initiation.

Section C. GENERAL PROVISIONS

Article 5.11. Special Agricultural Safeguards

The State Parties shall exempt bilateral trade subject to preferential treatment from the application of Article 5 (Special Safeguard Provisions) of the Agreement on Agriculture.

Article 5.12. Rules of Origin

The preferential rules of origin under this Agreement shall not apply to this Chapter.

Article 5.13. Non-application of Dispute Settlement

The Parties shall not have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 6. BILATERAL SAFEGUARD MEASURES

Section A. DEFINITIONS

Article 6.1.

For the purposes of this Chapter:

(a) "competent investigating authority" means:

(i) in the case of Singapore, the competent investigating authority, which will be appointed in the event of a bilateral safeguard investigation; and

(ii) in the case of Signatory MERCOSUR States, the Ministerio de Economía or its successor in Argentina; Ministério do Desenvolvimento, Indústria, Comércio e Serviço or its successor in Brazil; Ministerio de Industria y Comercio or its sucessor in Paraguay; and Política Comercial del Ministerio de Economía y Finanzas or its sucessor in Uruguay;

(b) "domestic industry" means the producers as a whole of the like or directly competitive products operating within the territory of the State Party, or those whose collective output of the like or directly competitive products constitutes a major proportion of the total domestic production of those products;

(c) "interested parties" shall include:

(i) exporters or foreign producers or importers of a product subject to investigation, or a

trade or business association, a majority of the members of which are producers, exporters or importers of such product;

(ii) the government of the exporting State Party; and

(iii) producers of the like or directly competitive product in the importing State Party or a trade and business association, a majority of the members of which produces the like or directly competitive product in the territory of the importing State Party.

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

(e) "threat of serious injury" means serious injury that is clearly imminent, based on facts and not merely on allegation, conjecture or remote possibility; and

(f) "transition period" means:

(i) the total period of the Tariff Liberalisation Schedule plus an additional five-year period for goods for which the Tariff Liberalisation Schedule of the State Party applying the measure provides for tariff elimination in less than 8 (eight) years; and

(ii) the total period of the Tariff Liberalisation Schedule plus an additional three-year period for goods for which the Tariff Liberalisation Schedule of the State Party applying the measure provides for tariff elimination in 8 (eight) or more years.

Section B. CONDITIONS FOR THE APPLICATION OF BILATERAL SAFEGUARD MEASURES

Article 6.2.

1. Considering the reduction or elimination of a customs duty after the entry into force of this Agreement, a State Party may, in exceptional circumstances, apply bilateral safeguard measures against another State Party under the conditions established in this Section, when the imports of a product under preferential terms originating in such State Party have increased in such quantities, absolute or relative to domestic production of the importing State Party, and under such conditions as to cause or threaten to cause serious injury to the domestic industry of the importing State Party.

2. The bilateral safeguard measure shall be applied only to the extent necessary to prevent or remedy serious injury or threat thereof.

3. Bilateral safeguard measures shall only be applied following an investigation by the competent investigating authorities of the importing State Party under the procedures established in this Chapter.

4. A State Party shall not apply, with respect to the same good, at the same time:

(a) a safeguard measure in accordance with paragraph 1; and

(b) a measure under Article XIX (Emergency Action on Imports of Particular Products) of GATT 1994 and the Safeguards Agreement or a measure with equivalent effect.

Article 6.3.

A State Party shall not apply, extend or keep in force a bilateral safeguard measure beyond the expiration of the transition period.

Article 6.4.

Bilateral safeguard measures shall only be applied between Singapore on the one side and individual Signatory MERCOSUR States on the other. Singapore may conduct bilateral safeguard investigations on exports of the same good originating in more than one Signatory MERCOSUR States simultaneously, provided that the conditions established in this Section are considered for each one of them separately.

Article 6.5.

Bilateral safeguard measures adopted under this Chapter shall consist of:

(a) a temporary suspension of the schedule of tariff reduction of the good concerned provided for under this Agreement; or

(b) a reduction of the tariff preference of the product concerned so that the rate of customs duty does not exceed the lesser of:

(i) the most-favoured-nation applied rate of customs duty on the product in effect at the time the measure is taken; or

(ii) the base rate of customs duty referred to in the Tariff Schedules under Appendices 2-A- 1 and 2-A-2 of Annex 2-A (Elimination of Customs Duties).

Article 6.6.

1. Bilateral safeguard measures shall be applied only for the period necessary to prevent or remedy the serious injury and to facilitate adjustment of the domestic industry. This period shall not exceed 2 (two) years, including the period of application of any provisional measure.

2. Upon termination of the bilateral safeguard measure, the margin of preference shall be the one that would be applied to the product in the absence of the measure, according to the Tariff Elimination Schedule.

Article 6.7.

1. The bilateral safeguard measure may be extended only once and for a maximum period identical to the initial period of application, provided that it has been determined, in accordance with the procedures set out in this Chapter, that the measure continues to be necessary to prevent or remedy serious injury and that the domestic industry provides evidence that it is adjusting. The measure extended shall not be more restrictive than it was at the end of the initial period. In order to facilitate adjustment in a situation where the expected duration of a bilateral safeguard measure is over 1 (one) year, the State Party that applies the measure shall progressively liberalise it at regular intervals during the period of application.

2. No safeguard measure shall be applied again to the same product imported under the Tariff Elimination Schedule, unless a period equal to the half of the total duration of the previous measures has elapsed.

Article 6.8.

1. The investigation to determine serious injury or threat thereof as a result of increased imports of a product under preferential terms shall take into consideration all relevant factors of an objective and quantifiable nature having a bearing on the situation of the domestic industry affected, particularly the following:

(a) the amount and rate of the increase in preferential imports of the product concerned in absolute and relative terms;

(b) the share of the internal market taken by increased preferential imports;

(c) the price of the preferential imports;

(d) the consequent impact on the domestic industry of the like or directly competitive products, based on factors, including: production, productivity, capacity utilisation, inventories, sales, market share, prices, profits and losses, return on investment, cash flow and employment;

(e) the relationship between the preferential and non-preferential imports, as well as between the increase of one and the other;

(f) the existence of a causal link between the increased imports of the product under preferential terms and the serious injury or threat thereof to the domestic industry; and

(g) other factors that, although not related to the evolution of preferential imports, may have a causal relationship with the injury or the threat of injury to the domestic industry in question.

2. The investigation to determine serious injury or threat thereof shall demonstrate the existence of a causal link between the increased imports of the product under preferential terms and the serious injury or threat thereof to the domestic industry.

3. When factors other than increased preferential imports are causing injury to the domestic industry at the same time, such injury shall not be attributed to the increased preferential imports.

4. The period of data collection for the investigation to determine serious injury or threat thereof should normally be of at least the last 36 (thirty-six) months, unless otherwise duly justified and in exceptional circumstances, and shall end as close to the date of the submission of the request as is practicable.

Section C. INVESTIGATION AND TRANSPARENCY PROCEDURES

Article 6.9.

A State Party may only initiate an investigation for a bilateral safeguard measure upon request of the domestic industry or of a trade and business association of domestic producers of the like or directly competitive products in the importing State Party.

Article 6.10.

The request to initiate an investigation shall contain at least the following information:

(a) a description of the product: the name and description of the imported product concerned, its tariff heading and the tariff treatment in force, as well as the name and description of the like or directly competitive product;

(b) the names and addresses of the producers or association that submit the request;

(c) a list of all other known producers of the like or directly competitive product; and

(d) evidence that the conditions for imposing the safeguard measure set out in Article 2(1) are met. In this respect, the request shall generally contain the following information:

(i) the production volume of producers submitting or represented in the application and an estimation of the production of other known producers of the like or directly competitive product;

(ii) the rate and amount of the increase in total and bilateral imports of the product concerned in absolute and relative terms, including at least the last 36 (thirty-six) months prior to the date of the lodging of the application, for which information is available;

(iii) the level of import prices during the same period; and

(iv) where information is available, objective and quantifiable data regarding the like or directly competitive product, on the volume of total production and of total sales on the internal market, inventories, prices for the internal market, productivity, capacity utilisation, employment, profits and losses, market share, of the requesting firms or of those represented in the request, including at least the last 36 (thirty-six) months previous to the presentation of the request, for which information is available.

Article 6.11.

1. Any information which is by nature confidential or which is provided on a confidential basis shall, upon cause being shown, be treated as such by the competent investigating authorities. Such information shall not be disclosed without permission of the party submitting it. Parties providing confidential information may be requested to furnish non-confidential summaries thereof or, if such parties indicate that such information cannot be summarised, the reasons why a summary cannot be provided. However, if the competent authorities find that a request for confidentiality is not warranted and if the party concerned is either unwilling to make the information public or to authorise its disclosure in generalised or summary form, the authorities may disregard such information unless it can be demonstrated to their satisfaction from appropriate sources that the information is correct.

2. Request for confidentiality will not be granted for information regarding basic uses and characteristics of the product concerned.

3. If information regarding production, production capacity, employment, wages, volume and value of domestic sales, average price is presented on a confidential basis, the competent investigating authorities shall ensure that the petitioner or the domestic industry provides meaningful non-confidential summaries disclosing at least aggregated data or, in cases in which the disclosure of aggregated data would endanger the confidentiality of the company's data, indexes for each 12 (twelve) month period under investigation are submitted, so as to ensure the appropriate right of defense of the interested parties. In this regard, confidentiality requests should be considered in situations in which particular market or domestic industry structures so justify it. This provision does not prevent the presentation of more detailed non-confidential summaries.

Article 6.12.

The period between the date of publication of the decision to initiate the investigation and the publication of the final

decision shall not exceed 1 (one) year. No bilateral safeguard measures shall be applied in case the timeframe is not observed by the competent investigating authorities.

Article 6.13.

Each State Party shall establish or maintain transparent, effective and equitable procedures for the impartial and reasonable application of bilateral safeguard measures, in compliance with this Chapter.

Section D. PROVISIONAL BILATERAL SAFEGUARDS

Article 6.14.

In critical circumstances, where delay may cause damage which would be difficult to repair, a State Party, after due notification, may apply a provisional safeguard measure pursuant to a preliminary determination that there is clear evidence that increased preferential imports have caused or are threatening to cause serious injury. The duration of the provisional measure shall not exceed 200 (two hundred) days, during which period the requirements of this Chapter shall be met. If the final determination concludes that there was no serious injury or threat thereof to the domestic industry caused by imports under preferential terms, the increased tariff or provisional guarantee, if collected or imposed under provisional measures, shall be promptly refunded, according to the laws and regulations of the relevant State Party.

Section E. PUBLIC NOTICE

Article 6.15.

The public notice of the initiation of an investigation for bilateral safeguard measures shall include the following information:

(a) the name of the petitioner;

(b) the complete description of the imported product under investigation, and its classification under the Harmonized System;

(c) the deadline for the request for hearings and the venue where hearings shall be held;

(d) the deadline to register as an interested party and for the submission of information, statements and other documents;

(e) the address where the request or other documents related to the investigation can be examined;

(f) the name, address and e-mail address or telephone number of the institution which can provide further information; and

(g) a summary of the facts upon which the initiation of the investigation was based, including data on imports that have supposedly increased in absolute or relative terms to total production and analysis of the domestic industry situation based on all the elements conveyed in the request.

Article 6.16.

1. The public notice of the decision to apply a provisional bilateral safeguard measure, to apply or not or to extend a definitive bilateral safeguard measure shall include the following information:

(a) the complete description of the product subject to the preferential safeguard measure, and its tariff classification under the Harmonized System;

(b) information and evidence leading to the decision,

(i) the increasing or increased preferential imports, if it is the case;

(ii) the situation of the domestic industry, including, in the case of an extension of the bilateral safeguard measure, evidence that the domestic industry concerned is adjusting;

(iii) the existence of a causal link between the increased preferential imports of the goods concerned and the serious injury or threat thereof to the domestic industry, if it is the case; and

(iv) in the case of preliminary determination, the existence of critical circumstances.;

(c) other reasoned findings and conclusions on all relevant issues of fact and law;

(d) a precise description of the measure to be adopted, if it is the case; and

(e) the date of entry into force of the measure and its duration and, if applicable, a timetable for progressive liberalisation of the measure, if it is the case.

Section F. NOTIFICATIONS AND CONSULTATIONS

Article 6.17.

1. The importing State Party shall notify the exporting State Party of:

(a) the decision to initiate the investigation under this Chapter;

(b) the decision to apply a provisional bilateral safeguard measure;

(c) the decision to apply or not or to extend a definitive bilateral safeguard measure; and

(d) the decision to modify a bilateral safeguard measure previously undertaken.

2. The decision shall be notified by the importing State Party as soon as possible and shall be accompanied by the appropriate public notice. In the case of a decision to initiate an investigation, a copy of the request to initiate the investigation shall be included in the notification.

Article 6.18.

1. When a State Party has determined that the conditions to impose definitive measures are met, it should notify and at the same time invite the other State Party for consultations.

2. The notification and invitation for consultations referred to in paragraph 1 shall be made at least 30 (thirty) days before definitive measures are expected to come into force. No definitive measures shall be applied in the absence of notification.

3. The notification provided in paragraph 1 shall include:

(a) the data and objective information demonstrating the existence of serious injury or threat of serious injury to the domestic industry caused by the increased preferential imports;

(b) complete description of the imported product subject to the measure, and its classification under the Harmonized System;

(c) description of the measure proposed;

(d) the date of entry into force of the measure and its duration; and

(e) the period for consultations.

3. The objective of the consultations referred to in paragraph 1 shall be a mutual knowledge of the public facts and the exchange of opinions, aimed at reaching a mutually satisfactory solution. If no satisfactory solution is reached within 30 (thirty) days of the notification under paragraph 1, a State Party may apply the measure at the end of the thirty-day period. Should this be the case, the State Parties shall discuss adequate means of trade compensation for the adverse effects of the measure on their trade.

4. At any stage of the investigation, the notified State Party may request consultations with the other State Party, or any additional information that it considers necessary.

Chapter 7. SANITARY AND PHYTOSANITARY MEASURES

Article 7.1. Scope

This Chapter applies to all sanitary and phytosanitary measures of the State Parties, that may, directly or indirectly, affect trade between the Parties.

Article 7.2. General Provisions

1. Unless otherwise provided for in this Chapter, the SPS Agreement applies between the State Parties and is incorporated into and form part of this Agreement, mutatis mutandis.

2. In implementing this Chapter, each State Party shall take into account the relevant guidance of the WTO Committee on Sanitary and Phytosanitary Measures (hereinafter referred to as "WTO SPS Committee") and base its SPS measures on international standards, guidelines, and recommendations adopted by the international organisations identified in the SPS Agreement.

Article 7.3. Objectives

The objectives of this Chapter are to:

(a) facilitate trade between the Parties within the scope of sanitary and phytosanitary measures while protecting human, animal or plant life or health in the territories of the State Parties;

(b) reinforce and build on the SPS Agreement and cooperate on the further implementation of the SPS Agreement;

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

(d) ensure that sanitary or phytosanitary measures implemented by a State Party are science-based, taking into account risk analysis principles;

(e) ensure that sanitary or phytosanitary measures implemented by a State Party do not create unjustified obstacles to trade;

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

(g) encourage the development and adoption of international standards, guidelines and recommendations, by the international organisations identified in the SPS Agreement and promote their implementation by the State Parties; and

(h) provide effective means to resolve any sanitary and phytosanitary concerns that may affect trade between the Parties.

Article 7.4. Definitions

1. For the purposes of this Chapter, the following apply:

(a) the definitions contained in Annex A of the SPS Agreement;

(b) the definitions adopted by the Codex Alimentarius Commission (hereinafter referred to as the "Codex");

(c) the definitions adopted by the World Organisation for Animal Health (hereinafter referred to as the "WOAH");

(d) the definitions adopted by the International Plant Protection Convention (hereinafter referred to as the "IPPC");

(e) "import check" means an inspection, examination, sampling, review of documentation, test or procedure, including laboratory, organoleptic or identity, carried out at the border by an importing State Party or its representative to determine if a consignment complies with the sanitary and phytosanitary requirements of the importing State Party; and

(f) "international standards, guidelines and recommendations" means documents adopted by the relevant international organisations identified in the SPS Agreement.

2. In the event of an inconsistency between the definitions of the SPS Agreement and the definitions agreed by both Parties or the definitions adopted by Codex, WOAH and IPPC, the definitions set out in the SPS Agreement shall prevail.

Article 7.5. Adaptation to Regional Conditions, Including Pest- or Disease-free Areas and Areas of Low Pest or Disease Prevalence

1. The State Parties shall act in accordance with Article 6 (Adaption to Regional Conditions, Including Pest-or Disease- Free Areas and Areas of Low Pest or Disease Prevalence) of the SPS Agreement, guidelines adopted by the WTO SPS Committee by Decision G/SPS/48 and the standards, guidelines and recommendations of the IPPC and WOAH, to facilitate the recognition of the pest- or disease-free areas and areas of low pest or disease prevalence.

2. The State Parties shall accept their respective disease-free areas, zones or compartments recognised by the WOAH, expeditiously and without undue delay.

3. The exporting State Party shall provide appropriate science-based and technical information to objectively demonstrate to the importing State Party that its territory, or any region or regions of its territory, are pest or disease-free areas or areas of low pest or disease prevalence and that such condition is likely to remain.

4. When an importing State Party receives a request for the recognition of a pest- or disease-free area or an area of low pest or disease prevalence from the exporting State Party, it shall initiate an assessment and present a timeframe for the recognition process.

5. If the assessment results in recognition, the importing State Party shall communicate this recognition to the exporting State Party in writing without undue delay, and shall apply these conditions to trade within a reasonable period of time.

6. If the assessment does not result in recognition, the importing State Party shall provide the exporting State Party with the rationale for its decision including any scientific and technical reasons in writing without undue delay. The importing State Party will allow the exporting State Party to provide more information or clarifications with the purpose of reviewing the decision.

7. The State Parties shall promote cooperation of their competent authorities in order to facilitate the implementation of this Article.

Article 7.6. Equivalence

1. The State Parties recognise equivalence as an important means to facilitate trade.

2. The determination of equivalence between the State Parties shall be established in accordance with the Decisions adopted by the WTO SPS Committee and based on the standards, guidelines and recommendations adopted by the relevant international organisations of the SPS Agreement.

3. The State Parties may recognise the equivalence of a measure, a group of measures, or a system for a product or group of products.

4. The importing State Party shall recognise the equivalence of a sanitary or phytosanitary measure if the exporting State Party objectively demonstrates to the importing State Party that the exporting State Party's measure:

(a) achieves the same level of protection as the importing State Party's measure; or

(b) has the same effect in achieving the objective as the importing State Party's measure.

5. On request of the exporting State Party, the importing State Party shall explain the objective and rationale of its sanitary or phytosanitary measure and clearly identify the risk the sanitary or phytosanitary measure is intended to address.

6. The exporting State Party shall communicate its interest in an equivalence determination and provide appropriate science-based and technical information with a view to objectively demonstrating the equivalence.

7. When an importing State Party receives a request for an equivalence assessment and determines that the information provided by the exporting State Party is sufficient, it shall initiate the equivalence assessment according to a timeframe established between the importing and exporting parties.

8. When an importing State Party commences an equivalence assessment, that State Party shall promptly, on request of the exporting State Party, explain its equivalence process and timetable for making the equivalence determination and, if the determination results in recognition, for enabling trade.

9. In determining the equivalence of a sanitary or phytosanitary measure, an importing State Party shall take into account available knowledge, information and relevant experience, as well as the regulatory competence of the exporting State Party.

10. Upon request of the exporting State Party, the importing State Party shall inform the exporting State Party of the status of the equivalence assessment.

11. If the importing State Party requires an "on-site" inspection to verify the equivalence, and this request is duly justified, the exporting State Party shall organise such inspections.

12. When an importing State Party recognises the equivalence of an exporting State Party 's specific sanitary or

phytosanitary measure, group of measures or a system for a product or group of products, the importing State Party shall communicate this to the exporting State Party in writing without undue delay and shall apply this recognition within a reasonable period of time.

13. If an equivalence determination does not result in recognition by the importing State Party, the importing State Party shall provide the exporting State Party with the rationale for its decision including any scientific and technical reasons for the decision, in writing and without undue delay.

Article 7.7. Risk Analysis

1. The State Parties recognise the importance of ensuring that their respective sanitary and phytosanitary measures are based on scientific principles.

2. Each State Party shall base its sanitary and phytosanitary measures on international standards, guidelines, and recommendations unless no applicable international standards, guidelines and recommendations exist, or if a State Party has established a higher level of sanitary or phytosanitary protection. In such cases, the State Party shall ensure that its sanitary or phytosanitary measure is based on an assessment, as appropriate to the circumstances, of the risk to human, animal or plant life or health.

3. Recognising the State Parties' rights and obligations under the relevant provisions of the SPS Agreement, nothing in this Chapter shall be construed to prevent a State Party from:

(a) establishing the level of protection it determines to be appropriate;

(b) establishing or maintaining an approval procedure that requires a risk analysis to be carried out before the State Party grants a product access to its market; or

(c) adopting or maintaining a sanitary or phytosanitary measure on a provisional basis.

4. When conducting its risk analysis, each State Party shall:

(a) take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations;

(b) ensure that its sanitary and phytosanitary measures do not arbitrarily or unjustifiably discriminate between State Parties where identical or similar conditions prevail, including between its own territory and that of other State Parties;

(c) ensure that each risk assessment it conducts is appropriate to the circumstances of the risk at issue and takes into account reasonably available and relevant scientific information; and

(d) ensure that it is documented.

5. Each State Party shall consider and select risk management options that are not more trade restrictive [1] than required to achieve the level of protection that the State Party has determined to be appropriate, including taking no measure if that would achieve the State Party's appropriate level of protection.

6. When the importing State Party makes a risk analysis for a new product, if there are similarities with other products and associated risk from the same exporting State Party or the other State Parties, the importing State Party shall be able to take into account previous risk assessments where applicable, in order to simplify the process.

7. If an importing State Party requires a risk analysis to evaluate a request from an exporting State Party to authorise importation of a good of that exporting State Party, the importing State Party shall provide, on request of the exporting State Party, an explanation of the information required for the risk assessment. On receipt of the required information from the exporting State Party, the importing State Party shall endeavour to facilitate the evaluation without undue delay.

8. On request of the exporting State Party, the importing State Party shall inform the progress of a specific risk analysis request, and of any delay that may occur during the process.

9. If the importing State Party, as a result of a risk analysis, adopts a sanitary or phytosanitary measure that allows trade to commence or resume, the importing State Party shall implement the measure within a reasonable period of time.

10. If a State Party adopts or maintains a provisional sanitary or phytosanitary measure, in case where relevant scientific evidence is insufficient, the State Party shall without undue delay and in any case no longer than 6 (six) months:

(a) seek to obtain the additional information necessary for a more objective risk assessment;

(b) take into consideration any information provided by the other State Party in response to the provisional measure;

(c) complete the risk assessment after obtaining the requisite information; and

(d) review and, if appropriate, revise the provisional measure in light of the risk assessment.

11. Without prejudice to Article 7.12 (Emergency measures), a State Party shall not stop the importation of a good of another State Party solely for the reason that the importing State Party is undertaking a review of its sanitary or phytosanitary measure, if the importing State Party permitted the importation of that good of the other State Party when the review was initiated.

[1] For greater certainty, a risk management option is not more trade restrictive than required unless there is another option that is reasonably available, taking into account technical and economic feasibility, that achieves the appropriate level of sanitary or phytosanitary protection and is significantly less restrictive to trade.[

Article 7.8. Audits [2]

1. To determine an exporting State Party's ability to provide required assurances and meet the sanitary and phytosanitary measures of the importing State Party, the importing State Party shall have the right, subject to this Article, to audit the exporting State Party's competent authorities and associated or designated inspection systems. That audit may include an assessment of the control systems and programmes including, if appropriate, reviews of the inspection and audit programmes; and on-site inspections of facilities or establishments.

2. In undertaking an audit, a State Party shall take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations.

3. An audit shall be systems-based and designed to check the effectiveness of the regulatory controls of the competent authorities of the exporting State Party.

4. When an exporting State Party receives a request for an audit to verify compliance with sanitary or phytosanitary requirements by an importing State Party, the importing State Party shall provide the rationale for the said audit.

5. In the case of an on-site inspection, it shall be limited exclusively to the verification of what is technically necessary, without causing undue delays and unnecessary costs.

6. Prior to the commencement of an audit, the importing State Party and exporting State Party involved shall discuss the rationale and decide: the objectives and scope of the audit; the criteria or requirements against which the exporting State Party will be assessed; and the itinerary and procedures for conducting the audit. The exporting State Party shall facilitate the organisation and the itinerary to the audit.

7. The importing State Party shall provide a report setting out its conclusions in writing to the exporting State Party within 90 (ninety) working days. The report shall clearly document any corrective actions, timeframes, and follow-up procedures. The importing State Party shall take into consideration, without undue delay, any information provided by the exporting State Party. Comments made by the exporting State Party shall be attached to and, where appropriate, included in the report, without undue delay.

8. A decision or action taken by the importing State Party as a result of the audit shall be supported by objective evidence and data that can be verified, taking into account the importing State Party's knowledge of, relevant experience with, and confidence in, the exporting State Party. This objective evidence and data shall be provided to the exporting State Party on request.

9. The costs incurred by the importing State Party shall be borne by the importing State Party, unless both parties agree otherwise.

10. The importing State Party and the exporting State Party shall each ensure that procedures are in place to prevent the disclosure of confidential information that is acquired during the audit process.

11. For animal products, animal by-products, live animals and genetic materials, when the result of the audit of the official control system of the competent authority of the exporting State Party is favourable, the importing State Party shall notify to the exporting State Party, without undue delay, the specific category or categories of products, facilities and establishments, which the importing State Party has authorised. The import of such products shall be based on one of the following approval procedures of facilities or establishments, along with the rationale for its choice:

(a) individual facilities or establishments are approved without prior inspection. The exporting State Party shall inform the list of facilities or establishments to be approved. The competent authority of the exporting State Party shall guarantee that the facilities or establishments from the list meet the sanitary requirements of the importing State Party. The importing State Party shall notify the exporting State Party of its acceptance or rejection of any facility or establishment without undue delay. The exporting State Party shall suspend or withdraw the export approval of those facilities or establishments that do not comply with the sanitary requirements of the importing State Party and shall promptly notify it to the importing State Party; or

(b) only specific facilities or establishments are approved to export to the importing State Party upon compliance with its sanitary import requirements. For additional facilities or establishments to be considered for approval, the exporting State Party shall provide the relevant information as required by the importing State Party for further assessment. The importing State Party may conduct on-site inspections where necessary. The evaluation procedure shall be done in a reasonable period of time, and the exchange of information between the State Parties including the outcome of the evaluation shall be done without undue delay.

12. After a reasonable period of time, as it gains more confidence in the exporting State Party's system, the importing State Party may unilaterally change the approval procedure from subparagraph (b) to subparagraph (a) of paragraph 11. Alternatively, the exporting State Party may request this reassessment from the importing State Party and provide any relevant information to support its request. In this reassessment, the rationale used for the original decision, the existing risks, the number of establishments already approved and notifications that have occurred since the original assessment and the additional information provided by the exporting State Party should be considered.

13. In accordance with international standards, guidelines and recommendations, when the result of the audit of the official phytosanitary system of the competent authority of the exporting State Party is favourable, the exporting State Party may provide the list of places of production registered for export, whenever available.

14. When the result of the audit of the official control system of the competent authority of the exporting State Party is unfavourable, the importing State Party shall inform without undue delay the exporting State Party of any denial of approval of places of production facilities or establishments, providing the scientific justification and indicating the corrective actions and timeframe for implementation, which the exporting State Party should implement for the re-evaluation of the importing State Party.

[2] For greater certainty, nothing in this Article prevents an importing State Party from performing an inspection of a facility for the purposes of determining if the facility conforms with: (i) the importing State Party' s sanitary or phytosanitary requirements; or (ii) sanitary or phytosanitary measures that the importing State Party has determined to be equivalent.

Article 7.9. Import Checks [3]

1. The application of import checks by the importing State Party shall not become disguised restrictions on trade between the Parties and shall be carried out in accordance with the SPS Agreement and the international standards, guidelines and recommendations.

2. Each State Party shall ensure that its import programmes are based on the risks associated with importations, and that import checks are carried out without undue delay [4] .

3. A State Party shall make available to another State Party, upon request, information on its import procedures.

4. An importing State Party shall provide to another State Party, upon request, information regarding the analytical methods, quality controls, sampling procedures and facilities that the importing State Party has used to test a good. The importing State Party shall ensure that any testing is carried out using appropriate and validated methods in a facility that operates under a quality assurance programme that is consistent with international laboratory standards. The importing State Party shall maintain physical or electronic documentation regarding the identification, collection, sampling, transportation and storage of the test sample, and the analytical methods used on the test sample.

5. In the event that import checks demonstrate that products do not conform with the relevant import requirements of the importing State Party, any action taken by the importing State Party should be proportionate to the sanitary and phytosanitary risk associated with the import of the non-compliant product.

6. Unless otherwise provided for in this Chapter, an importing State Party normally shall not suspend trade with another State Party on the basis that one consignment has failed to conform to its SPS requirements.

7. If an importing State Party takes an action regarding the importation of a good of another State Party on the basis of an adverse result of an import check, the importing State Party shall provide a notification, where practicable by electronic means, about the adverse result to at least one of the following: the importer or its agent; the exporter; the manufacturer; or the exporting State Party.

8. If an importing State Party determines that there is a significant non-conformity with a sanitary or phytosanitary measure; or a sustained, or a recurring pattern of non-conformity with a sanitary or phytosanitary measure, the importing State Party shall notify the exporting State Party of the non-conformity.

9. When the importing State Party provides a notification pursuant to paragraph 8, it shall:

(a) include:

(i) the reason for the non-conformity and the action taken;

(ii) the legal basis or authorisation for the action; and

(iii) information on the status of the affected goods and, if appropriate, on their disposition; and

(b) transmit the notification by electronic means, if practicable and not already been provided through another channel.

10. Upon request, an importing State Party shall provide to the exporting State Party available information on goods from the exporting State Party that were found not to conform to a sanitary or phytosanitary measure of the importing State Party.

[3] For greater certainty, the State Parties recognise that import checks are one of many tools available to assess compliance with an importing Party's sanitary and phytosanitary measures.

[4] For greater certainty, nothing in this Article prohibits a State Party from performing import checks to obtain information to assess risk or to determine the need for, develop or periodically review a risk-based import programme.

Article 7.10. Certification

1. The State Parties recognise that assurances with respect to sanitary or phytosanitary requirements may be provided through means other than certificates.

2. In applying certification requirements, an importing State Party shall take into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations.

3. If an importing State Party requires certification for trade in a good, that State Party shall ensure that the certification requirement is applied only to the extent necessary to protect human, animal or plant life or health. The importing State Party shall limit the attestations and information it requires on the certificates to what is essential to provide assurances to the importing State Party that its sanitary or phytosanitary requirements have been met.

4. An importing State Party should provide to another State Party, upon request, the rationale for any attestations or information that it requires to be included on a certificate.

5. The State Parties may agree to work cooperatively to develop model certificates to accompany specific goods traded between the Parties, taking into account relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations.

6. The State Parties shall promote the implementation of electronic certification and other technologies to facilitate trade, taking into account the international standards, guidelines and recommendations, when applicable.

Article 7.11. Transparency [5]

1. The State Parties recognise the value of sharing information about their sanitary and phytosanitary measures on an on-going basis. The State Parties shall exchange information on issues related to the development and application of sanitary and phytosanitary measures affecting trade between them as well as on scientific evidence or new scientific information available that is relevant to this Chapter, upon request.

2. Each State Party shall observe the notification provisions of the SPS Agreement and the relevant guidance of the WTO SPS Committee and international standards, guidelines and recommendations. A State Party shall be deemed to have fulfilled their notification obligations pursuant to this Article if it has met their WTO notification obligations.

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

4. Unless urgent problems of human, animal or plant life or health protection arise or threaten to arise, or the measure is of a trade-facilitating nature, a State Party shall normally allow at least 60 (sixty) days for interested persons and other Parties to provide written comments on the proposed measure after it makes the notification pursuant to paragraph 3. If feasible and appropriate, the State Party should allow more than 60 (sixty) days.

5. The State Party, in accordance with its own internal procedures, shall make available to the public, by electronic means in an official journal or on websites, the proposed sanitary or phytosanitary measure notified pursuant to paragraph 3, as well as the adopted measures.

6. If a State Party proposes a sanitary or phytosanitary measure which does not conform to an international standard, guideline or recommendation, the State Party shall provide to another State Party, upon request, and to the extent permitted by the confidentiality and privacy requirements of the State Party's laws and regulations, the relevant information that the State Party considered in developing the proposed measure.

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

8. An exporting State Party shall notify the importing State Party through the contact points referred to in Article 7.16 (Competent authorities and contact points) or the already established communication channels with the competent authority of the importing State Party without undue delay:

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

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

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

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

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

9. If feasible and appropriate, a State Party should provide an interval of more than 6 (six) months between the date it publishes a final sanitary or phytosanitary measure and the date on which the measure takes effect, unless the measure is intended to address an urgent problem of human, animal or plant life or health protection or the measure is of a trade-facilitating nature.

10. A State Party shall provide to another State Party without undue delay, upon request, all sanitary or phytosanitary measures related to the importation of a good into that State Party's territory.

[5] For greater certainty, this Article applies only to a sanitary or phytosanitary measure that constitutes a sanitary or phytosanitary regulation for the purposes of Annex B of the SPS Agreement.

Article 7.12. Emergency Measures

1. If a State Party adopts an emergency measure that is necessary to address an urgent problem of human, animal or plant life or health protection that arises or threatens to arise, the State Party shall promptly notify the affected State Party of that measure through the relevant contact point referred to in Article 7.16 (Competent authorities and contact points) or the already established communication channels with the competent authority of the affected State Party. The State Party that adopts the emergency measure shall take into consideration any information provided by other State Parties in response to

the notification.

2. If a State Party adopts an emergency measure, it shall review the scientific basis of that measure within 6 (six) months and make available the results of the review to any State Party upon request.

Article 7.13. Cooperation

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

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

Article 7.14. Information Exchange

A State Party may request relevant and reasonable information from another State Party on any matter arising under this Chapter. A State Party that receives a request pursuant to this paragraph shall provide that information, within a mutually agreed timeframe, in English and preferably by electronic means.

Article 7.15. Technical Consultations

1. Where a State Party has serious concerns regarding a risk to human, animal or plant life or health, affecting commodities for which trade takes place, consultations regarding the situation shall, upon request, take place as soon as possible. In this case, each State Party shall endeavour to provide in due time all necessary information to avoid disruption in trade.

2. Consultations referred to in paragraph 1 may be held by e-mail, video or telephone conference, or any means agreed between the State Parties. The requesting State Party shall ensure the preparation of the minutes of the consultation.

Article 7.16. Competent Authorities and Contact Points

1. Competent authority means a government body of each State Party responsible for the implementation of the provisions included in this Chapter.

2. Each State Party shall designate a contact point which shall have the responsibility for coordinating the operation of this Chapter.

3. Within 60 (sixty) days after the date of entry into force of this Agreement for each State Party, that State Party shall notify to the other State Parties:

(a) the contact points for information exchange in accordance with this Chapter; and

(b) their designated competent authorities and the areas of responsibility of such competent authorities.

4. The State Parties shall inform each other of any change to their contact points or any significant change in the structure or competence of their competent authorities.

5. The functions of the competent authorities and the designated contact points shall include:

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

(b) when necessary, reviewing this Chapter and recommending any potential amendments;

(c) addressing any issue that any State Party raises on matters covered by this Chapter in a timely manner;

(d) encouraging cooperation among the State Parties on matters covered by this Chapter;

(e) exchanging information on matters covered by this Chapter;

(f) facilitating technical discussions on matters covered by this Chapter and trade-facilitating initiatives; and

(g) exchanging information in the field of private standards in order to facilitate the understanding of private standards between the State Parties.

Chapter 8. TECHNICAL BARRIERS TO TRADE

Article 8.1. Objective

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

Article 8.2. Scope of Application and Definitions

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

2. For the purposes of this Chapter, the definitions under Annex 1 of the TBT Agreement shall apply.

3. This Chapter shall not apply to technical specifications prepared by a governmental entity for its production or consumption requirements.

4. This Chapter shall not apply to sanitary and phytosanitary measures.

Article 8.3. Incorporation of the TBT Agreement

The State Parties affirm their existing rights and obligations with respect to each other under the TBT Agreement, which is incorporated into and made part of this Agreement, mutatis mutandis.

Article 8.4. Cooperation on Trade Facilitating Initiatives

1. The Parties recognise the importance of intensifying cooperation in the field of standards, technical regulations and conformity assessment procedures with a view to increasing mutual understanding of their respective systems and eliminating unnecessary technical barriers to trade and facilitating access to their respective markets. In this regard, the Parties shall work towards the identification, promotion, development and implementation, as appropriate, of trade facilitating initiatives, on a case-by-case basis.

2. A Party may propose to another Party such joint trade facilitating initiatives on products or sectors in areas covered by this Chapter. These proposals, which shall be transmitted through the contact points designated under Article 8.12 (Contact points), may include amongst others:

(a) information exchanges on regulatory approaches and practices;

(b) facilitating greater alignment or harmonisation with international standards through the greater use of relevant international standards, guides and recommendations as the bases for technical regulations and conformity assessment procedures;

(c) promoting the use of accreditation to assess the competence of conformity assessment bodies;

(d) mutually or unilaterally recognising and accepting results of conformity assessment procedures; or

(e) promoting equivalence of technical regulations.

3. A Party shall, on request of another Party, consider any trade facilitating initiative proposal under this Article and reply to the request within a reasonable period of time. As part of the process, a preliminary joint analysis of the trade facilitating initiative proposal may be undertaken in order to identify any elements, data or evidence that may support the negotiation of a trade facilitating initiative. Proposals for a trade facilitating initiative shall be made in writing. If the requested Party rejects a proposal, it shall explain the reasons for its decision to the requesting Party.

4. When mutually agreed and necessary for the implementation of the initiatives under this Article, the Parties shall facilitate the access of technical teams of another Party to demonstrate their conformity assessment schemes and system in order to increase mutual understanding.

5. The Parties shall encourage the participation of competent regulatory and governmental authorities, at the national or regional level.

6. The terms of the work envisaged in this Article will be defined by the Parties engaged in such work, when needed. This

may include establishing ad hoc working groups. In order to benefit from non-governmental perspectives on matters related to this Article, each Party may, as appropriate and in accordance with its rules and procedures, consult with stakeholders and other interested persons.

7. The results of the understandings reached under this Article should be incorporated into an appropriate instrument, depending on the subject matter and the agreed tool.

8. Further to paragraph 7, if the Parties decide that an Annex to this Chapter is the appropriate instrument to incorporate the results of a trade facilitating initiative, the Annex shall constitute an integral part of this Agreement.

Article 8.5. Standards

1. The Parties recognise the important role that international standards, guides and recommendations can play in supporting greater regulatory alignment, good regulatory practice and reducing unnecessary barriers to trade.

2. In this respect, and further to Article 2 (2.4) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies), Article 5 (5.4) (Procedures for Assessment of Conformity) and Annex 3 (Code of Good Practice for the Preparation, Adoption and Application of Standards) of the TBT Agreement, to determine whether an international standard, guide or recommendation within the meaning of Article 2 (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies), Article 5 Procedures for Assessment of Conformity) and Annex 3 (Code of Good Practice for the Preparation, Adoption and Application of Standards) of the TBT Agreement exists, each Party shall apply the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev.14), as may be revised, issued by the WTO Committee on Technical Barriers to Trade.

3. Recognising their responsibility under Article 4 (4.1) (Preparation, Adoption and Application of Standards) of the TBT Agreement, the Parties shall ensure, in cases where their standardising bodies are governmental, that they accept and comply with the Code of Good Practice for the Preparation, Adoption and Application of Standards in Annex 3 (Code of Good Practice for the Preparation, Adoption and Application of Standards) of the TBT Agreement. For non-governmental bodies, the Parties shall take all reasonable measures to ensure similar acceptance and compliance.

4. Whenever a Party's standardising bodies, including its regional standardising bodies, develop national or regional standards, for which modifications of contents of the relevant international standards were necessary, upon request of another Party, Parties shall encourage their standardising bodies, as well as regional standardising bodies, to provide what the differences in the contents are, and reason(s) for those differences.

5. The Parties shall encourage the standardising bodies in their territories, as well as the regional standardising bodies of which the Parties or their standardising bodies within their territories are Members, to:

(a) use relevant international standards as a basis for the standards they develop, except where such international standards would be ineffective or inappropriate, for instance because of an insufficient level of protection or fundamental climatic or geographical factors or fundamental technological problems;

(b) participate in the preparation of international standards by relevant international standardising bodies; and

(c) avoid duplication of or overlap with the work of international standardising bodies.

6. The Parties undertake to promote the exchange of information on:

(a) their use of standards or the relevant parts of them as a basis for their technical regulations;

(b) each other's standardisation processes and the use of international or regional standards as a basis for their national standards; and

(c) cooperation agreements implemented by a Party on standardisation, provided such information can be made available to the public.

Article 8.6. Technical Regulations

1. The Parties agree to make best use of good regulatory practices with regard to the preparation, adoption and application of technical regulations, as provided for in the TBT Agreement, and agree to:

(a) use relevant international standards or the relevant parts of them to the extent provided in Article 2(2.4) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies) of the TBT Agreement as a basis for their

technical regulations. Where a Party does not use such international standards, or their relevant parts, as a basis for its technical regulations which may have a significant effect on trade, it shall, upon request of another Party, explain the reasons for its decision.

(b) in implementing Article 2(2.2) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies) of the TBT Agreement, in accordance with their respective rules and procedures, endeavour to carry out the regulatory impact analysis of planned technical regulations and consider available alternatives and the potential impacts on micro, small and medium-sized enterprises, in order to ensure that the proposed technical regulations to be adopted are not more trade-restrictive than necessary to fulfil a legitimate objective.

2. For the purposes of applying Article 2(2.12) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies) of the TBT Agreement, the term "reasonable interval" means normally a period of not less than 6 (six) months, except when this would be ineffective in fulfilling the legitimate objectives pursued by the technical regulation.

3. For greater certainty, a Party may decide to set an interval of less than 6 (six) months between the publication of a measure and its entry into force in certain circumstances, including those where the measure is trade facilitative or is addressing an urgent problem of safety, health, environmental protection, or national security.

4. Each State Party shall ensure that goods, once placed on the market and fully compliant with the relevant technical regulations and its conformity assessment procedures, may freely move within its territory without any further technical requirement related to this Chapter.

5. When a State Party detains at the point of entry a good originating in the territory of another State Party, due to non-fulfilment of a technical regulation, it must notify the importer, or, where applicable, its agent, as soon as possible of the reasons for the detention.

Article 8.7. Conformity Assessment Procedures

1. The Parties recognise that a broad range of mechanisms exist to facilitate the acceptance of results of the conformity assessments carried out in the territory of another State Party, including:

(a) agreements on the mutual recognition of the results of conformity assessment procedures, with respect to specific technical regulations, performed by bodies located in the territory of the State Parties concerned;

(b) use of accreditation to qualify conformity assessment bodies;

(c) government approval or designation of conformity assessment bodies;

(d) unilateral recognition of the results of conformity assessment procedures performed in another State Party's territory;

(e) voluntary arrangements between the conformity assessment bodies in the territory of the State Parties;

(f) acceptance by the importing State Party of a supplier's declaration of conformity; or

(g) the use of regional or international multilateral recognition agreements and arrangements of which the Parties concerned are parties.

2. With respect to the mechanisms listed in paragraph 1, the Parties recognise that the choice of the appropriate mechanisms in a given regulatory context depends on the legal framework of each State Party and a variety of factors, such as the product and sector involved, the volume and direction of trade, the legitimate objectives pursued, and the risks of non-fulfilment of those objectives.

3. Upon request by a State Party, the Parties concerned may decide to engage in consultations with a view to defining sectoral initiatives regarding the use of conformity assessment procedures or the facilitation of acceptance of conformity assessment results that are appropriate for the respective sectors, pursuant to Article 8.4 (Cooperation on trade facilitating initiatives).

4. When a State Party allows the participation of conformity assessment bodies located in the territory of another State Party in its conformity assessment procedures, such State Party shall apply the same or equivalent criteria and other conditions to accredit, approve, license, or otherwise recognise such conformity assessment bodies, on terms no less favourable than those it accords to conformity assessment bodies in its own territory.

5. Paragraphs 3 and 4 shall not preclude a State Party from undertaking conformity assessment in relation to a specific product solely within specified government bodies located in its own territory or in another State Party's territory, in a

manner consistent with its obligations under the TBT Agreement.

6. If a State Party requires non-governmental third party conformity assessment body or bodies to carry out a conformity assessment procedure, the State Party shall:

(a) use international standards for accreditation and conformity assessment, as well as international agreements involving the Parties' accreditation bodies;

(b) where applicable, consider joining, or encourage the State Party's testing, inspection and certification bodies to join the relevant international agreements or arrangements;

(c) ensure that, insofar as two or more conformity assessment bodies are authorised by a State Party to carry out conformity assessment procedures required for placing the product on the market, economic operators may choose among them;

(d) ensure that conformity assessment bodies operate objectively and independently of manufacturers, importers and distributors in the sense that they carry out their activities with objectivity and independence of judgment;

(e) ensure that there are no conflicts of interest between the conformity assessment bodies and accreditation bodies as well as market surveillance authorities; and

(f) make publicly available the bodies that it has recognised to perform such conformity assessment and relevant information on the scope of each body's designation.

7. For the purposes of applying Article 5 (5.9) (Procedures for Assessment of Conformity) of the TBT Agreement, the term "reasonable interval" means normally a period of not less than 6 (six) months, except when this would be ineffective in fulfilling the legitimate objectives pursued by the requirements concerning the conformity assessment procedure.

8. Further to subparagraph 5.2.5 of Article 5 (5.2) (Procedures for Assessment of Conformity) the TBT Agreement, each State Party shall endeavour to establish any conformity assessment fee imposed by government authorities of the State Party, in accordance with the approximate cost of the services rendered.

Article 8.8. Marking and Labelling

1. The Parties affirm that their technical regulations that include or deal exclusively with marking or labelling requirements shall comply with Article 2 of the TBT Agreement.

2. For the purposes of this Agreement, where a Party requires mandatory marking or labelling of products:

(a) the Party shall restrict its requirements only to those which are relevant for consumers, users of the product, regulatory authorities or to indicate the product's conformity with the mandatory requirements;

(b) where a Party requires, as a precondition for placing on the market, any prior approval, registration or certification of the markings or labels of products which otherwise comply with its technical regulations, it shall ensure that the requests submitted by the economic operators of another Party are decided without undue delay and on a non-discriminatory basis;

(c) where the Party requires the use of a unique identification number by economic operators, the Party shall ensure that such numbers are issued to the relevant economic operators without undue delay and on a non-discriminatory basis;

(d) provided that it is not misleading, contradictory or confusing in relation to the importing State Party's regulatory requirements, and the legitimate objectives under the TBT Agreement are not compromised, the Party shall permit, in addition to such requirements:

(i) information in other languages in addition to the language required in the importing State Party of the goods; and

(ii) internationally-accepted nomenclatures, pictograms, symbols, or graphics; and

(e) the Party, in cases where it considers that legitimate objectives under the TBT Agreement are not compromised and where applicable:

(i) shall accept that supplementary labelling, and corrections to labelling, take place, where relevant, in authorised premises (for example in customs warehouses at the point of import) in the importing State Party prior to the distribution and sale of the product as an alternative to labelling in the place of origin; and

(ii) shall endeavour to accept alternative forms of labelling, such as electronic labels, non-permanent or detachable labels, or marking or labelling in the accompanying materials packaged with the product.

Article 8.9. Transparency

1. Each Party shall publish preferably by electronic means, in a single official journal or website, all proposals for new technical regulations and conformity assessment procedures and proposals for amendments to existing technical regulations and conformity assessment procedures, and all new final technical regulations and conformity assessment procedures and final amendments to existing technical regulations and conformity assessment procedures, that a Party is required to notify or publish under the TBT Agreement or this Chapter, and that may have a significant effect on trade [1].

2. Each Party shall ensure that its proposals contain sufficient detail about the likely content of the proposed technical regulations and conformity assessment procedures to enable interested persons and another Party to assess how their trade interests might be affected.

3. Each Party shall notify proposed technical regulations and conformity assessment procedures that may have a significant effect on the trade of another State Party according to the procedures established under Article 2(2.9) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies) or Article 5(5.6) (Procedures for Assessment of Conformity) or, if appropriate, Article 2(2.10) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies) or Article 5(5.7) (Procedures for Assessment of Conformity) of the TBT Agreement, even when they are in accordance with the technical content of relevant international standards, guides, or recommendations.

4. For the purposes of determining whether a proposed technical regulation or conformity assessment procedure may have a significant effect on trade and should be notified in accordance with Article 2(2.9) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies), 2(2.10) (Preparation, Adoption and Application of Technical Regulations by Central Government Bodies), 3(3.2) (Preparation, Adoption and Application of Technical Regulations by Local Government Bodies and Non-Governmental Bodies), 5(5.6) (Procedures for Assessment of Conformity), 5(5.7) (Procedures for Assessment of Conformity) or 7(7.2) (Procedures for Assessment of Conformity by Local Government Bodies) of the TBT Agreement or this Chapter, a Party shall consider, among other things, the relevant Decisions and Recommendations Adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev. 14), as may be revised.

5. Each Party shall allow normally 60 (sixty) days, from the date it submits a notification under paragraph 3, in order to enable another Party or interested persons from another Party to make written comments on the proposals, except when urgent problems of safety, health, environmental protection or national security, arise or threaten to arise. Each Party shall consider reasonable requests of the other Parties to extend the comment period.

6. Each Party shall endeavour to notify final versions of a technical regulation or conformity assessment procedure as an addendum to the original notification at the same time it is adopted and made available to the public on a government website.

7. Each Party shall respond in writing to the comments received from another Party during the consultation period stipulated in the notification, and, whenever possible, no later than the date of publication of the final version of the technical regulation or conformity assessment procedure.

8. Each Party shall allow, in accordance with its own internal procedures, interested persons of another Party a reasonable opportunity to provide comments on the development of technical regulations and conformity assessment procedures on terms no less favourable than those that it accords its own persons.

9. Each Party is encouraged to consider methods to provide additional transparency in the development of technical regulations, standards, and conformity assessment procedures, including through the use of electronic tools and public outreach or consultations.

10. If a Party has a central government standardising body, the Party shall ensure that the body's work program, containing the standards it is preparing and the standards it has adopted, is available:

(a) on the central government standardising body's website; or

(b) in the Party's official gazette.

11. A Party may request relevant and reasonable information or explanation from another Party on any matter arising under this Chapter. A Party that receives a request under this paragraph shall endeavour to provide that information and explanation, within a mutually agreed timeframe, in English and preferably by electronic means.

[1] For greater certainty, a Party may comply with this obligation by ensuring that the proposed and final measures in this paragraph are published on, or otherwise accessible through, the WTO's official website.

Article 8.10. Technical Cooperation

1. The Parties recognise the importance of technical cooperation in the fields of standards, technical regulations, conformity assessment procedures and metrology, with a view to facilitate the implementation of this Chapter. To this end, when mutually agreed, the Parties may undertake technical cooperation which may include but are not limited to:

(a) promoting cooperation between the Parties' respective bodies, whether governmental or non-governmental, with a view to building trust between the these bodies;

(b) promoting regulatory cooperation through the exchange of information, experiences and best practices;

(c) exchanging views on market surveillance;

(d) promoting the exchange of information on different technical regulations and conformity assessment procedures in force;

(e) promoting and facilitating the Parties' participation in international organisations and other fora related to the fields covered by this Article; and

(f) promoting and supporting the use and implementation of relevant international standards.

2. Upon request, a Party shall give appropriate consideration to proposals for cooperation presented under the terms of this Chapter.

Article 8.11. Technical Discussions

1. A Party which considers that a technical regulation or conformity assessment procedure of another Party might have a significant and adverse effect on trade between the State Parties may request that another Party engage in technical discussions regarding the matter.

2. Upon request of a Party, technical discussions shall be held with the objective of finding a mutually acceptable solution. The Parties concerned shall discuss the matter identified within 60 (sixty) days, unless otherwise mutually agreed, from the receipt of the request by the contact point of the requested Party. The technical discussions may be conducted by any method agreed by the Parties involved in the technical discussions.

3. Following the technical discussions, the Parties may conclude that the issue could be better addressed through a trade facilitating initiative, in accordance with the provisions of Article 8.4 (Cooperation on trade facilitating initiatives).

4. Unless the Parties that participate in the technical discussions agree otherwise, the discussions and any information exchanged in the course of the discussions shall be confidential. For greater certainty, this Article is without prejudice to a Party's rights and obligations under Chapter 18 (Dispute Settlement).

Article 8.12. Contact Points

1. Each Party shall designate a contact point and notify it to the other Parties for matters arising under this Chapter. A Party shall promptly notify the other Parties of any change of its contact point or the details of the relevant officials.

2. The functions of the designated contact points shall include:

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

(b) when necessary, reviewing this Chapter and recommending any potential amendments;

(c) addressing any issue that any Party raises on matters covered by this Chapter in a timely manner;

(d) encouraging cooperation among the Parties on matters covered by this Chapter;

(e) exchanging information on matters covered by this Chapter;

(f) facilitating technical discussions pursuant to Article 8.11 (Technical discussions) and trade facilitating initiatives pursuant to Article 8.4 (Cooperation on trade facilitating initiatives), as appropriate;

(g) exchanging information in the field of private standards in order to facilitate the understanding of private standards

between the Parties; and

(h) carrying out any additional function specified by the Joint Committee.

Chapter 9. INVESTMENT

Article 9.1. Definitions

For the purposes of this Chapter:

(a) "commercial presence" means any type of business establishment within the territory of a State Party, for the purpose of performing an economic activity, including through:

(i) the constitution, acquisition or maintenance [1] of a juridical person; or

(ii) the creation or maintenance [2] of a branch or a representative office.

(b) "juridical person of a State Party" means a juridical person constituted or otherwise organised under the laws and regulations of a State Party and engaged in substantive business operations in the territory of that State Party;

(c) "juridical person" means any legal entity duly constituted or otherwise organised under applicable laws and regulations, whether for profit or otherwise, and whether privately owned or governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association;

(d) "freely usable currency" means "freely usable currency" as determined by the IMF under its Articles of Agreement;

(e) "natural person of a State Party" means a person who, under the laws and regulations of that State Party, is a national of that State Party.

[1] For greater certainty, maintenance includes management, conduct and operation.

[2] For greater certainty, maintenance includes management, conduct and operation.

Article 9.2. Scope and Coverage [3]

1. This Chapter applies to measures by a State Party affecting:

(a) juridical persons or natural persons of another State Party in respect of their constitution, acquisition, maintenance [4] or expansion of a commercial presence within the territory of the first-mentioned State Party; and

(b) commercial presence of such juridical or natural persons of another State Party within the territory of the first-mentioned State Party,

such commercial presence being in all sectors, with the exception of services sectors under the scope of Chapter 10 (Trade in Services) [5].

2. Notwithstanding paragraph 1, the provisions Article 9.5 (Access to Justice and Due Process of Law), Article 9.13 (Subcommittee on Investment), Article 9.14 (Focal Points or Ombudspersons) and Article 9.15 (Dispute Prevention and Mediation) apply also to measures affecting commercial presence within the territory of a State Party of juridical persons or natural persons of another State Party in services sectors under the scope of Chapter 10 (Trade in Services).

3. Nothing in any other international agreements relating to investment to which Singapore and one or more Signatory MERCOSUR States are parties shall be interpreted or applied so as to invalidate, extend or otherwise affect the rights and obligations of the State Parties arising out of this Chapter.

4. This Chapter shall not apply to:

(a) government procurement, which shall be subject to Chapter 13 (Government Procurement);

(b) any taxation measure; and

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

greater certainty, the State Parties understand that this includes conditions attached to the receipt or continued receipt of such subsidies or grants, whether or not such subsidies or grants are offered exclusively to its own juridical persons or natural persons and to the commercial presence of such persons.

5. For greater certainty, this Chapter does not impose any obligation on a State Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Agreement.

[3] For greater certainty, this Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a State Party, nor shall it apply to measures regarding citizenship, residence or employment on a permanent basis. This Chapter shall not prevent a State Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory.

[4] For greater certainty, maintenance includes management, conduct and operation.

[5] It is understood that services excluded from the scope of Chapter 10 (Trade in Services) under paragraph 3 of Article 10.1 (Scope and Coverage) of Chapter 10 (Trade in Services) shall not fall within the scope of this Chapter

Article 9.3. National Treatment

1. Where a State Party schedules commitments in accordance with Article 9.8 (Schedules of Specific Commitments) in the sectors inscribed in its Schedule of Specific Commitments in Annex I (Schedules of Specific Commitments for Investment), and subject to any conditions and qualifications set out therein, it shall accord to the juridical persons or natural persons of another State Party, and to the commercial presence of such persons, treatment no less favourable than that it accords, in like circumstances, to its own juridical persons or natural persons, and to the commercial presence of such persons, with respect to the constitution, acquisition, maintenance [6] and expansion of a commercial presence.

2. For a State Party making commitments in accordance with Article 9.9 (Schedules of Non-Conforming Measures), it shall accord to the juridical persons or natural persons of another State Party, and to the commercial presence of such persons treatment no less favourable than that it accords, in like circumstances, to its own juridical persons or natural persons, and to the commercial presence of such persons, with respect to the constitution, acquisition, maintenance [7] and expansion of a commercial presence.

3. For greater certainty, whether treatment is accorded in "like circumstances" pursuant to this Article depends on the totality of the circumstances, including whether the treatment distinguishes between juridical persons, natural persons, or commercial presence on the basis of legitimate public welfare objectives.

[6] For greater certainty, maintenance includes management, conduct and operation.

[7] For greater certainty, maintenance includes management, conduct and operation.

Article 9.4. Special Formalities and Information Requirements

1. Nothing in Article 9.3 (National Treatment) shall be construed to prevent a State Party from adopting or maintaining any measure that prescribes special formalities in connection with a commercial presence within its territory of a juridical person or a natural person of the another State Party, such as a residency requirement for registration or a requirement that such commercial presence be legally constituted under the laws or regulations of the State Party, provided that such formalities do not materially impair the protections afforded by a State Party to natural persons and juridical persons of the another State Party and to the commercial presence of such persons pursuant to this Chapter.

2. Notwithstanding Article 9.3 (National Treatment), a State Party may require a natural person or juridical person of another State Party or the commercial presence within its territory of such persons to provide information concerning that commercial presence solely for informational or statistical purposes. The State Party shall protect such information that is confidential from any disclosure that would prejudice the competitive position of the natural person or juridical person of another State Party or the commercial presence of such persons. Nothing in this paragraph shall be construed to prevent a State Party from otherwise obtaining or disclosing information in connection with the equitable and good faith application of its laws and regulations.

Article 9.5. Access to Justice and Due Process of Law

1. A State Party shall not deny to a commercial presence within its territory of a juridical person or a natural person of another State Party access to justice, including in criminal, civil or administrative proceedings conducted in accordance with the laws and regulations of the first-mentioned State Party.

2. Each State Party shall grant to a commercial presence within its territory of a juridical person or a natural person of another State Party treatment in accordance with due process of law, including in criminal, civil or administrative proceedings.

Article 9.6. Senior Management and Boards of Directors

1. Where a State Party schedules commitments in accordance with Article 9.8 (Schedules of Specific Commitments), in the sectors inscribed in its Schedule of Specific Commitments in Annex I (Schedules of Specific Commitments for Investment), and subject to any conditions and qualifications set out therein, it shall not require that a commercial presence within its territory of a juridical person or a natural person of another State Party appoint to senior management positions natural persons of any particular nationality.

2. For a State Party making commitments in accordance with Article 9.9 (Schedules of Non-Conforming Measures), it shall not require that a commercial presence within its territory of a juridical person or a natural person of another State Party appoint to senior management positions natural persons of any particular nationality.

3. A State Party may require that a majority of the board of directors, or any committee thereof, of a commercial presence within its territory of a juridical person or a natural person of another State Party, be of a particular nationality, or resident in the territory of the State Party, provided that the requirement does not materially impair the ability of the natural person or juridical person of another State Party to exercise control over that commercial presence.

Article 9.7. Schedules of Specific Commitments for Investment and Schedules of Reservations and Non-Conforming Measures for Services and Investment

Schedules of Specific Commitments for Investment are annexed to this Agreement as Annex I (Schedules of Specific Commitments for Investment), in the case of Argentina, Paraguay and Uruguay (Positive Listing Approach). Schedules of Reservations and Non-Conforming Measures for Services and Investment are annexed to this Agreement as Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment), in the case of Brazil and Singapore (Negative Listing Approach).

Article 9.8. Schedules of Specific Commitments

1. A State Party making commitments in accordance with this Article shall set out in Annex I (Schedules of Specific Commitments for Investment) the specific commitments it undertakes under Article 9.3 (National Treatment) and Article 9.6 (Senior Management and Boards of Directors). With respect to sectors where such commitments are undertaken, each list shall specify:

(a) conditions and qualifications on National Treatment; and

(b) conditions and qualifications on Senior Management and Boards of Directors.

Article 9.9. Schedules of Non-Conforming Measures

1. For a State Party making commitments in accordance with this Article, Article 9.3 (National Treatment) and Article 9.6 (Senior Management and Boards of Directors) shall not apply to:

(a) any existing non-conforming measure that is maintained by that State Party at:

(i) the central level of government as set out by that State Party in List A of its Schedule in Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment);

(ii) a regional level of government; or

(iii) local level of government;

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the date of entry into force of the Agreement, with Article 9.3 (National Treatment), or Article 9.6 (Senior Management and Boards of Directors).

2. Article 9.3 (National Treatment) and Article 9.6 (Senior Management and Boards of Directors) shall not apply to any measure that a State Party adopts or maintains with respect to sectors, sub-sectors or activities set out in List B of its Schedule in Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment).

3. Articles 9.3 (National Treatment) shall not apply to any measure that is an exception to, or derogation from, a State Party's obligations under Chapter 15 (Intellectual Property Rights) and the TRIPS Agreement, as specifically provided for in that Agreement.

Article 9.10. Payments and Transfers

1. Except under the circumstances envisaged in Article 19.10 (Temporary Safeguard Measures) of Chapter 19 (Institutional, General and Final Provisions), each State Party shall permit all transfers relating to a commercial presence of a juridical person or natural person of another State Party within its territory, to be made freely and without undue delay into and out of its territory. Such transfers include:

(a) contributions to capital, including the initial contribution;

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

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

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

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

3. Notwithstanding paragraphs 1 and 2, a State Party may delay or prevent a transfer through the equitable, non-discriminatory, and good faith application of its laws and regulations relating to:

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

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

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

(d) criminal or penal offences;

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

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

4. Nothing in this Chapter shall affect the rights and obligations of the State Parties under the Articles of Agreement of the IMF, including the use of exchange actions, which are in conformity with the Articles of Agreement of the IMF, provided that a State Party shall not impose restrictions on capital transactions inconsistent with its commitments under this Chapter regarding such transactions, except under Article 19.10 (Temporary Safeguard Measures) of Chapter 19 (Institutional, General and Final Provisions Chapter) or on request of the IMF.

Article 9.11. Right to Regulate

1. The State Parties reaffirm their inherent right to regulate within their territories to achieve legitimate public welfare objectives, such as the protection of public health, safety, the environment or public morals, social or consumer protection, the conservation of living or non-living exhaustible natural resources, or the promotion and protection of cultural diversity.

2. The State Parties recognize that it is inappropriate to encourage the constitution, acquisition or maintenance [8] of a commercial presence in its territory by relaxing or reducing the protections set out in paragraph 1.

[8] For greater certainty, maintenance includes management, conduct and operation.

Article 9.12. Responsible Business Conduct

1. Each State Party shall encourage juridical and natural persons of another State Party and their commercial presence within its territory to voluntarily incorporate into their business practices and internal policies internationally recognized principles, standards and guidelines of responsible business conduct that have been endorsed or are supported by that State Party.

2. In accordance with its laws and regulations, each State Party should encourage juridical and natural persons of another State Party and their commercial presence within its territory to undertake and maintain meaningful engagement and dialogue, in accordance with international Responsible Business Conduct principles, standards and guidelines that have been endorsed or are supported by that State Party, with Indigenous peoples, traditional communities and local communities.

3. Each State Party recognises the importance of juridical and natural persons of another State Party and their commercial presence within its territory implementing due diligence in order to identify and address adverse impacts, such as on the environment and labour conditions, in their operations, their supply chains and other business relationships.

4. Within the framework of the Subcommittee on Investment, the State Parties shall exchange information and best practices on issues covered by paragraphs 1 and 2, including on possible ways to facilitate the uptake of Responsible Business Conduct practices by juridical and natural persons of another State Party and their commercial presence within its territory.

Article 9.13. Subcommittee on Investment

1. This Chapter shall be administered by the Subcommittee on Investment, under the Joint Committee established on Article 19.1 of the Chapter 19 (Institutional, General and Final Provisions Chapter).

2. The Subcommittee shall meet within 1 (one) year of the date of entry into force of this Agreement. Thereafter, it shall meet whenever necessary but at least every 2 (two) years. Its meetings shall be chaired jointly by Singapore and one of the Signatory MERCOSUR States, and occur in such places and through such means as agreed by the State Parties.

3. The Subcommittee shall have the following functions and responsibilities:

(a) oversee the implementation and operation of this Chapter and, if necessary, recommend amendments to this Chapter;

(b) discuss relevant subjects for commercial presence covered by this Chapter and share opportunities for the expansion of commercial presence, in consultations with private sector and civil society when appropriate;

(c) identify opportunities for cooperation and further investment facilitation, with a view to developing and coordinating, as appropriate, the implementation of cooperation and facilitation programmes which have been mutually agreed by the interested State Parties;

(d) endeavour to resolve and prevent disputes that may arise regarding the interpretation or application of this Chapter; and

(e) to the extent possible provide information on measures to promote and facilitate investments.

4. The Subcommittee shall establish its rules of procedure.

Article 9.14. Focal Points or Ombudspersons

1. Subject to its laws and regulations, the State Parties shall establish, designate, or maintain focal points or Ombudspersons in order to facilitate communication, information flow and respond to inquiries from another State Party regarding measures affecting matters covered by this Chapter.

2. The focal points or Ombudspersons shall:

(a) interact and cooperate with the focal points or Ombudspersons of other State Parties;

(b) interact with natural persons or juridical persons of another State Party, including in the event of inquiries brought by such persons or facilitate their interaction, when deemed appropriate, with its own competent governmental authorities or

agencies; and

(c) facilitate access for another State Party to the information referred to in Article 17.3 (Notification and provision of information) of Chapter 17 (Transparency).

3. The focal points or Ombudspersons referred to in paragraph 1 are set out in Annex 9-B (Focal Points or Ombudspersons).

Article 9.15. Dispute Prevention and Mediation

1. Without prejudice to a State Party's rights and obligations under Chapter 18 (Dispute Settlement), the State Parties shall endeavour to settle any differences arising out of this Chapter in an amicable manner and on the basis of mutually satisfactory solutions in particular through the Subcommittee on Investment.

2. A State Party and the natural persons or juridical persons of another State Party may agree at any time to resolve differences arising out of this Chapter through the use of voluntary procedures, such as mediation, which shall be without prejudice to their legal position or rights under this Agreement.

Article 9.16. Annexes

The following Annexes form an integral part of this Chapter:

(a) Annex 9-A (Additional Investment Provisions for Brazil, Paraguay, Uruguay and Singapore);

(b) Annex 9-B (Focal Points or Ombudspersons);

(c) Annex I (Schedules of Specific Commitments for Investment); and

(d) Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment).

Article 9.17. Savings Clause

1. For 2 (two) years from the date of termination of this Agreement, this Chapter (including the relevant Annexes) and other provisions in the Agreement as may be necessary for the application or interpretation of this Chapter shall continue to apply to a commercial presence which is in existence at the date of termination.

2. For the avoidance of doubt, paragraph 1 shall not apply to the constitution, acquisition or expansion of such commercial presence after the date of termination.

ANNEX 9-A . ADDITIONAL INVESTMENT PROVISIONS FOR BRAZIL, PARAGUAY, URUGUAY AND SINGAPORE (1)

Article 9-A.1. Definitions

For the purposes of this Annex:

"covered investment" means with respect to a State Party, a commercial presence of the juridical persons or natural persons of another State Party within the territory of the first-mentioned State Party; "covered investment" also means such commercial presence's assets (2) that it owns or controls, directly or indirectly, or over which it exerts a significant degree of influence. These assets include:

(a) shares, stocks and other forms of equity instruments of that commercial presence and those held in another commercial presence within the territory of the first-mentioned State Party;

(b) debt instruments or securities held in another commercial presence within the territory of the first-mentioned State Party;

(c) licences, authorisations, permits, concessions or similar rights conferred in accordance with the laws and regulations of a State Party; (3)

(d) loans to another commercial presence within the territory of the first-mentioned State Party;

(e) intellectual property rights as defined or referenced to in the TRIPS Agreement; and

(f) movable or immovable property and related rights.

but do not include:

(i) an order or judgment issued as a result of a lawsuit or an administrative process;

(ii) sovereign debt, regardless of original maturity, of a State Party or state-enterprise debt;

(iii) portfolio investments, i.e. those that do not allow that commercial presence to exert a significant degree of influence in the management of another commercial presence within the territory of the first-mentioned State Party; and

(iv) claims to money that arise solely from commercial contracts for the sale of goods or services, or the extension of credit in connection with such commercial contracts, or any other claims to money that do not involve the kind of interests set out in subparagraphs (a) to (f) above.

(1) The rights and obligations of this Annex shall not apply to Argentina. Except as otherwise provided in this Annex: (a) this Annex applies only to Brazil, Paraguay and Uruguay, on the one part, and Singapore on the other part; (b) treatment accorded under the Articles in this Annex shall apply only: (i) as regards Singapore, to the covered investments of juridical persons or natural persons of Brazil, Paraguay and Uruguay in Singapore; and (ii) as regards Brazil, Paraguay and Uruguay, to the covered investments of juridical persons or natural persons of Singapore in the respective territories of Brazil, Paraguay and Uruguay; and (c) "another State Party" means (i) for Singapore: Brazil, Paraguay or Uruguay; and (ii) for Brazil, Paraguay and Uruguay: Singapore.

(2) For greater certainty, the assets of such commercial presence are covered under this Annex only to the extent that they have the characteristics of an investment, including the commitment of capital, the objective of establishing a lasting interest, the expectation of gain or profit and the assumption of risk.

(3) Whether a type of licence, authorization, permit or similar instrument (including a concession, to the extent that it is of the same nature as this type of instrument) has the characteristics of an investment depends on factors such as the nature and scope of the rights of the holder, pursuant to the laws and regulations of the State Party conferring such licence, authorization, permit or similar instrument. Licences, authorizations, permits or similar instruments that lack the characteristics of an investment include those that do not give rise to protected rights under the laws and regulations of the State Party conferring such licence, authorization, permit or similar instrument.

Article 9-A.2. Scope and Coverage

In addition to Article 9.2 (Scope and coverage) of Chapter 9 (Investment):

1. Article 9-A.3 (Treatment of Investments), Article 9-A.5 (Direct Expropriation) and Article 9-A.6 (Compensation for Losses) apply to measures by a State Party affecting covered investments in all sectors, including services sectors under the scope of Chapter 10 (Trade in Services). (4)

2. Article 9-A.4 (Most-Favoured-Nation Treatment) applies to measures by a State Party affecting covered investments in all sectors, with the exception of services sectors under the scope of Chapter 10 (Trade in Services). (5)

(4) It is understood that services excluded from the scope of Chapter 10 (Trade in Services) under paragraph 3 of Article 10.1 (Scope and Coverage) of Chapter 10 (Trade in Services) shall not fall within the scope of this Chapter.

(5) It is understood that services excluded from the scope of Chapter 10 (Trade in Services) under paragraph 3 of Article 10.1 (Scope and Coverage) of Chapter 10 (Trade in Services) shall not fall within the scope of this Chapter.

Article 9-A.3. Treatment of Investments (6)

Based on the applicable rules and customs of international law as recognised by each of the State Parties and their respective laws and regulations, no State Party shall subject covered investments of another State Party to measures which constitute:

(a) manifestly abusive treatment, such as coercion, duress and harassment; or

(b) discrimination in matters of law enforcement, including the provision of physical security.

(6) This Article shall not apply to Paraguay. The treatment under this Article shall not be accorded to covered investments of juridical persons or natural persons of Paraguay. For the purposes of this Article, "another State Party" means (a) for Singapore: Brazil or Uruguay; and (b) for Brazil and Uruguay: Singapore.

Article 9-A.4. Most-Favoured-Nation Treatment (7)

1. A State Party shall accord to covered investments of juridical persons or natural persons of another State Party, treatment no less favourable than that it accords, in like circumstances, to investments in its territory of juridical persons or natural persons of a non-State Party with respect to the constitution, acquisition, maintenance (8), expansion, and sale or other disposition of investments.

2. For greater certainty, paragraph 1 shall not be construed as granting to such juridical persons or natural persons of another State Party options or procedures for the settlement of disputes.

3. For greater certainty, whether treatment is accorded in "like circumstances" depends on the totality of the circumstances, including whether the relevant treatment distinguishes between juridical persons, natural persons or investments on the basis of legitimate public welfare objectives.

(7) This Article shall not apply to Uruguay and Paraguay. The treatment under this Article shall not be accorded to covered investments of juridical persons or natural persons of Uruguay and Paraguay. For the purposes of this Article, "another State Party" means (a) for Singapore; Brazil; and (b) for Brazil: Singapore.

(8) For greater certainty, maintenance includes management, conduct and operation.

Article 9-A.5. Direct Expropriation (9)

1. A State Party shall not expropriate a covered investment of a juridical person or natural person of another State Party, except:

(a) for a public purpose;

(b) in a non-discriminatory manner;

(c) in accordance with due process of law; and

(d) on payment of adequate and effective compensation, according to the laws and regulations of the expropriating State Party and paragraphs 2 to 3.

2. The compensation shall:

(a) be paid without undue delay in convertible currency at the market rate of the exchange prevailing at the time of transfer;

(b) be equivalent to the fair market value of the expropriated asset, immediately before the expropriating measure has taken place ("expropriation date");

(c) not reflect any change in the market value due to the knowledge of the intention to expropriate, before the expropriation date; and

(d) be completely payable and transferable, in accordance with Article 9.10 (Payments and Transfers) of Chapter 9 (Investment).

3. The compensation to be paid shall not be inferior to the fair market value on the expropriation date, plus interests at a rate determined according to market criteria accrued since the expropriation date until the date of payment, according to the laws and regulations of the expropriating State Party.

4. For greater certainty, this Article only provides for direct expropriation, where a covered investment is nationalized or otherwise directly expropriated through formal transfer of title or ownership rights, and does not cover indirect expropriation.

5. Juridical persons or natural persons of a State Party whose covered investment is affected by the expropriation carried out by another State Party shall have the right to review of their case, including the valuation of its covered investment and the payment of compensation in accordance with this Article, by a judicial authority or another competent authority of the latter State Party.

6. This Article shall not apply to the issuance of compulsory licenses in compliance with the provisions of the TRIPS Agreement.

7. For Singapore, notwithstanding paragraphs 1, 2, 3 and 5, any measure of expropriation relating to land, which shall be as defined in its existing laws and regulations on the date of entry into force of this Agreement, shall be for a purpose and upon payment of compensation in accordance with the aforesaid laws and regulations.

(9) This Article shall not apply to Paraguay in respect of covered investments in services sectors. The protection under this Article shall not be accorded to covered investments of juridical persons or natural persons of Paraguay in respect of investments in services sectors. For the purposes of this Article, "another State Party" means (a) for Singapore: Brazil, Paraguay or Uruguay; and (b) for Brazil, Paraguay and Uruguay: Singapore.

Article 9-A.6. Compensation for Losses (10)

Juridical persons or natural persons of a State Party whose covered investments in the territory of another State Party suffers losses due to war or other armed conflict, revolution, state of emergency, insurrection, riot or any other similar events, shall enjoy, with regard to restitution, indemnity or other form of compensation, the same treatment that the latter State Party accords to its own juridical persons or natural persons or the treatment accorded to juridical persons or natural persons of a non-State Party. For greater certainty, Article 9.10 (Payments and Transfers) of Chapter 9 (Investment) shall apply to such compensation.

(10) This Article shall not apply to Paraguay in respect of covered investments in services sectors. The protection under this Article shall not be accorded to covered investments of juridical persons or natural persons of Paraguay in services sectors. For the purposes of this Article, "another State Party" means (a) for Singapore: Brazil, Paraguay or Uruguay; and (b) for Brazil, Paraguay and Uruguay: Singapore.

Article 9-A.7. Schedules of Non-Conforming Measures (11)

1. Article 9-A.4 (Most-Favoured-Nation Treatment) shall not apply to:

(a) any existing non-conforming measure that is maintained by a State Party at:

(i) the central level of government as set out by that State Party in List A of its Schedule in Annex III (Schedule of Reservations and Non-Conforming Measures for Services and Investment);

(ii) a regional level of government; or

(iii) local level of government;

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the date of entry into force of the Agreement with Article 9-A.4 (Most-Favoured-Nation Treatment).

2. Article 9-A.4 (Most-Favoured-Nation Treatment) shall not apply to any measure that a State Party adopts or maintains with respect to sectors, sub-sectors or activities set out in List B of its Schedule in Annex III (Schedule of Reservations and Non-Conforming Measures for Services and Investment).

3. Article 9-A.4 (Most-Favoured-Nation Treatment) shall not apply to any measure that is an exception to, or derogation from, a State Party's obligations under Chapter 15 (Intellectual Property Rights) and the TRIPS Agreement, as specifically provided for in that Agreement

(11) For greater certainty, this Article applies only to Brazil and Singapore. For the purposes of this Article, reference to "State Party" means Brazil or Singapore.

ANNEX 9-B . FOCAL POINTS OR OMBUDSPERSONS

As referred to in Article 9.14 (Focal Points or Ombudspersons) of Chapter 9 (Investment), the focal points or Ombudspersons of the State Parties are:

(a) For Argentina, Dirección Nacional de la Promoción de Inversiones (DNPRI) (National Directorate for Investment Promotion of the Ministry of Foreign Affairs, International Trade and Worship);

(b) For Brazil, Ombusdman de Investimentos Diretos (OID) da Câmara de Comércio Exterior (CAMEX) (Ombudsman of Direct Foreign Investment (DIO) of the Foreign Trade Board);

(c) For Paraguay, Subsecretaría de Estado de Industria del Ministerio de Industria y Comercio (Sub-secretariat of Industry of the Ministry of Industry and Commerce);

(d) For Uruguay, Asesoría de Política Comercial del Ministerio de Economía y Finanzas (Trade Policy Advisory of the Ministry of Economy and Finance); and

(e) For Singapore, the Americas Division of the Ministry of Trade and Industry, or its successor.

ANNEX I. SCHEDULE OF SPECIFIC COMMITMENTS FOR INVESTMENT FOR ARGENTINA

Explanatory Notes

The classification of sectors in this Schedule is based on the International Standard Industrial Classification of All Economic Activities, Rev.3 (ISIC).

For greater certainty, where no reference is made to a specific sector or subsector, it should be interpreted that Argentina is not taking any commitments for that specific sector or sub-sector.

SECTORS OR SUBSECTORS	**LIMITATIONS ON NATIONAL TREATMENT**	**LIMITATIONS ON SENIOR MANAGEMENT AND BOARDS OF DIRECTORS**
I. HORIZONTAL COMMITMENTS		
ALL SECTORS	The acquisition, possession, transference, and assignment of rights of possession of rural lands by foreign natural or legal persons, as well as those properties that contain or are riparian of large and permanent water bodies, or that are located in border "security areas" are limited by law. Security zones: With the exceptions provided under domestic legislation, property located in "security zones" shall be owned by Argentine citizens. Any form of real property rights or personal rights under which possession or tenancy of a real estate must be granted; the transfer of shares and changes of ownership of companies whose capital stocks involve one or more real properties in security zones are also subject to prior authorisation from the competent authority.	
		The absolute majority of the board of directors of an Argentine juridical person must have real

ALL SECTORS	The absolute majority of the board of directors of an Argentine juridical person must have real domicile in Argentina (Article 256, Law 19.550). At least one of the legal representatives of a branch/permanent representation must have real domicile in Argentina (Articles 118, 121 & 256, Law 19.550). At least one of the legal representatives of an international company that wants to participate in an Argentine company must have real domicile in Argentina (Article 123, Law 19550, Particular Resolution IGJ 93/2022).	domicile in Argentina (Article 256, Law 19.550). At least one of the legal representatives of a branch/permanent representation must have real domicile in Argentina (Articles 118, 121 & 256, Law 19.550). At least one of the legal representatives of an international company that wants to participate in an Argentine company must have real domicile in Argentina (Article 123, Law 19550, Particular Resolution IGJ 93/2022).
ALL SECTORS	In cases of state enterprises subject to privatisation, Argentina reserves the right to establish special share arrangements (such as the retention of "golden shares") and/or to grant preferences in the purchase of shares to the employees of such state enterprise subject to privatisation.	
ALL SECTORS	Argentina reserves the right to adopt or maintain any measure aimed at stimulating the development of its least developed regions, borders areas or at reducing regional inequalities, as well as those necessary to ensure social inclusion and industrial development.	
ALL SECTORS	Argentina reserves the right to adopt or maintain any measure affecting or relating to nuclear energy, including products produced by nuclear energy, nuclear fuel production and supply, nuclear materials, treatment and disposal of radioactive waste, and radioisotope and radiation generating facilities.	
II.SECTOR SPECIFIC COMMITMENTS		
A. AGRICULTURE, HUNTING AND FORESTRY		

01. Agriculture, hunting	None	None
02. Forestry, logging	None	None
B. FISHING		
05. Fishing, operation of fish hatcheries and fish farms	None, except as stated below. Argentina reserves the right to adopt or maintain measures related to fishing, aquaculture and related activities, regarding domicile, residence or nationality requirements for natural or juridical persons, in connection with the exploitation of living resources in Argentine internal waters and maritime areas under its jurisdiction and its continental shelf. Argentina also reserves the right to adopt or maintain regulations, including sanctions, with regard to navigation in maritime areas subject to its jurisdiction, and composition of the crew and content (fish caught, equipment and fishing gear) of vessels used in the fishing industry. In particular, Argentina maintains the following measures: (a) exploitation of live maritime resources is only granted to natural persons with residence in Argentina or to juridical persons established according to domestic laws and regulations. (b) foreign flag vessels activity must comply with the terms of Law No. 24.922. Foreign flag vessels are only admitted jointly with one or more companies locally registered, as determined by Law No. 19.550. (c) vessels employed in the fishing industry must be enrolled in the corresponding Argentine registry and raise the Argentine flag. (d) crew members of all fishing vessels must comply with the following requirements: (i) captains and officers must be Argentine nationals, either by birth, option or naturalisation; (ii) 75 % of the rest of crew members aboard fishing vessels must be either Argentine nationals or foreigners with more than ten years of permanent residence in Argentina effectively accredited; and (iii) in case the percentage established in subparagraph (ii) is not possible due to lack of personnel, foreign personnel may provisionally board until such percentage is re-established, subject to compliance with all current legal requirements. When Argentine crew members are available, the crew must be completed with them. (e) In case of violation of domestic laws or regulations foreign vessels may, in addition to paying the corresponding penalty, be retained at an Argentine port until payment of fines is complied with or satisfactory guarantees are constituted thereof.	None
D. MANUFACTURING		
15. Manufacture of food products and beverages	None	None
16. Manufacture		

of tobacco products	None	None
17. Manufacture of textiles	None	None
18. Manufacture of wearing apparel; dressing and dyeing of fur	None	None
19. Tanning and dressing of leather; manufacture of luggage, handbags, harness and footwear	None	None
20. Manufacture of wood and of products of wood and cork, except furniture; manufacture of articles of straw and plaiting materials	None	None
21. Manufacture of paper and paper products	None	None
24. Manufacture of chemicals and chemical products	None, except that Law No. 26.334 establishes that, in order to enjoy the benefits listed in Chapters I and II of Law No. 26.093, controlling shareholders of juridical persons producing bioethanol must be Argentine nationals or juridical persons controlled by Argentine nationals.	None
25. Manufacture of rubber and plastics products	None	None
26. Manufacture of other non-metallic mineral products	None	None
27. Manufacture of basic metals	None	None
28. Manufacture of fabricated		

metal products, except machinery and equipment	None	None
29. Manufacture of machinery and equipment n.e.c., except for manufacture of weapons and ammunition (ISIC 2927)	None. For the purposes of transparency, investment in the manufacture of engines and turbines, except aircraft, vehicle and cycle engines (ISIC 2911) and the manufacture of special purpose machinery (ISIC 292) might be subject to measures aimed at fostering the local value chain of these sectors.	None
30. Manufacture of office, accounting and computing machinery	None	None
31. Manufacture of electrical machinery and apparatus n.e.c.	None. For the purposes of transparency, investment in the manufacture of electric motors, generators and transformers (ISIC 3110) and the manufacture of electricity distribution and control apparatus (ISIC 3120) might be subject to measures aimed at fostering the local value chain of these sectors.	None
32. Manufacture of radio, television and communication equipment and apparatus	None	None
33. Manufacture of medical, precision and optical instruments, watches and clocks	None. For the purposes of transparency, investment in the manufacture of medical and surgical equipment and orthopaedic appliances (ISIC 3311) might be subject to measures aimed at fostering the local value chain of this sector.	None
34. Manufacture of motor vehicles, trailers and semitrailers	None. For the purposes of transparency, investment in the manufacture of motor vehicles, trailers and semitrailers (ISIC 34) might be subject to measures aimed at fostering the local value chain of this sector.	None
35. Manufacture of other transport equipment, except for building and repairing of ships and boats (ISIC 351)	None. For the purposes of transparency, investment in the manufacture of motorcycles (ISIC 3591) might be subject to measures aimed at fostering the local value chain of this sector.	None
36. Manufacture of furniture;		

manufacturing n.e.c.	None	None
37. Recycling	None	None
E. PRODUCTION OF ELECTRICITY, GAS, STEAM AND HOT WATER (EXCLUDING RELATED SERVICES)	For the purposes of transparency, investment in this sector is subject to the terms and conditions specified in the permits, concessions or other rights granted by the relevant authority.	
4010. Production, transmission and distribution of electricity	None, except electricity generated by nuclear energy.	None
4020. Manufacture of gas except petroleum gases and derivatives	None	None

ANNEX I . SCHEDULE OF SPECIFIC COMMITMENTS FOR INVESTMENT FOR PARAGUAY

Explanatory Notes

The classification of sectors in this Schedule is based on the International Standard Industrial Classification of All Economic Activities, Rev.3 (ISIC).

SECTORS OR SUBSECTORS	**LIMITATIONS ON NATIONALTREATMENT**	**LIMITATIONS ON SENIOR MANAGEMENT AND BOARDS OF DIRECTORS**
I. HORIZONTAL COMMITMENTS		
ALL SECTORS INCLUDED IN THIS SCHEDULE	Paraguay reserves the right to establish special share arrangements (such as the retention of “golden shares”) and to grant preferences in the purchase of shares to the employees of state company subject to privatisation. For the acquisition of land, residence requirements apply to foreign investors; unbound in border areas (50 (fifty) km in land frontiers). Paraguay reserves the right to maintain or adopt any measure or disposition with the purpose of statistical controls of foreign investment registration and its transferences, after the date of entry into force of this agreement. Paraguay reserves the right to adopt or maintain any measure aimed at developing less privileged regions or at reducing regional inequalities, as well as those necessary to ensure social inclusion and rural development.	

II.SECTOR SPECIFIC COMMITMENTS		
A. AGRICULTURE, HUNTING AND FORESTRY		
01. Agriculture, hunting	None	None
02. Forestry, logging	None	None
B. FISHING	None	None
C. MINING AND QUARRYING	None	None
D. MANUFACTURING		
15. Manufacture of food products and beverages	None	None
16. Manufacture of tobacco products	None	None
17. Manufacture of textiles	None	None
18. Manufacture of wearing apparel; dressing and dyeing of fur	None	None
19. Tanning and dressing of leather; manufacture of luggage, handbags, harness and footwear.	None	None
20. Manufacture of wood and of products of wood and cork, except furniture; manufacture of articles of straw	None	None

and plaiting materials		
21. Manufacture of paper and paper products	None	None
23. Manufacture of coke, refined petroleum products and nuclear fuel	None	None
24. Manufacture of chemicals and chemical producs	None	None
25. Manufacture of rubber and plastics products	None	None
26. Manufacture of other non-metallic mineral products	None	None
27. Manufacture of basic metals	None	None
28. Manufacture of fabricated metal products, except machinery and equipment	None	None
29. Manufacture of machinery and equipment	None	None
30. Manufacture of office, accounting and computing machinery	None	None
31. Manufacture of electrical machinery and apparatus n.e.c	None	None
32. Manufacture of radio, television and communication equipmentand	None	None

apparatus		
33. Manufacture of medical, precision and optical instruments, watches andclocks	None	None
34. Manufacture of motor vehicles, trailers and semi-trailers	None	None
35. Manufacture of other transport equipment	None	None
36. Manufacture of furniture; manufacturing n.e.c.	None	None
37. Recycling	None	None

ANNEX I . SCHEDULE OF SPECIFIC COMMITMENTS FOR INVESTMENT FOR URUGUAY

Explanatory Notes

The classification of sectors in this Schedule is based on the International Standard Industrial Classification of All Economic Activities, Rev.3 (ISIC).

SECTORS OR SUBSECTORS	**LIMITATIONS ON NATIONAL TREATMENT**	**LIMITATIONS ON SENIOR MANAGEMENT AND BOARDS OF DIRECTORS**
I. HORIZONTAL COMMITMENTS		
	Uruguay reserves the right to maintain or adopt any measure or disposition with the purpose of statistical controls of foreign investment registration and its transferences, after the date of entry into force of this agreement. The purchase and ownership of rural properties and agricultural exploitations to enterprises that are owned by, or which directly or indirectly involves a foreign State property or sovereign funds thereof is regulated in Law Nº 19.283. Uruguay reserves the right to adopt or maintain any measure tending towards the establishment of a Border Security Zone along land and river boundaries of the national territory. Uruguay reserves the right to adopt or maintain any measure that accords rights or preferences to minorities due to social or economic reasons. Uruguay reserves the right to adopt or maintain any measure that limits the transfer or disposal of	

ALL SECTORS INCLUDED IN THIS SCHEDULE	any interest held in an existing State Enterprise, such that only an Uruguayan national may obtain such interest. The limitation in the preceding paragraph above, however, pertains only to the initial transfer or disposal of such interest, and not to subsequent transfers or disposals. Uruguay reserves the right to adopt or maintain any measure that limits control of, or imposes requirements on, any new enterprise created by the transfer or disposal of any interest as described in the preceding paragraph, such as through measures relating to the structure of the board ofdirectors, but not throughlimitations on the ownership of the interest transferred. Uruguay also reserves the right to adopt or maintain any measure related to the nationality of senior management and members of the board of directors in such new enterprise. A “State Enterprise” means any enterprise owned or controlled through participation in its property by the Uruguayan State, and shall include any enterprise established after the date of entry into force of this Agreement. Uruguay reserves the right to adopt or maintain any measure with respect to the public concessions as well as the renewal or re-negotiation of existing concessions. Uruguay reserves the right to adopt or maintain any measure that restricts the acquisition, sale, or other disposition of bonds, treasury bills or other debt instrument issued by the Central Bank or by the Government of Uruguay.	
II.SECTOR SPECIFIC COMMITMENTS		
A. AGRICULTURE, HUNTING AND FORESTRY		
01. Agriculture, hunting	None	None
02. Forestry, logging (1)	None	None
B. FISHING		
05. Fishing, operation of fish hatcheries and fish farms	None, except as stated below. Commercial fishing and marine hunting activities performed in internal waters and in the territorial sea within a 12 (twelve) miles area, measured from the base lines, are reservedexclusively to duly licensed Uruguayan-flagged vessels. Such vessels must be commanded by captains, merchant marine officials, or fishing masters that are Uruguayan nationals and at least 90 (ninety) percent of the crew of such vesselsmust be Uruguayan nationals. The crew of fishing vessels licensed in Uruguay that operate exclusively in international waters, must have a minimum of 70 (seventy) percent of Uruguayan nationals. Commercial foreign-flagged vessels shall only be allowed to exploit living resources between the 12 (twelve) mile area referred to in the preceding paragraph and 200 (two hundred) nautical miles, subject to authorisation of the Executive Branch, granted in accordance with Law Nº 13.833, and as recorded in the register maintained by the	

	“Dirección Nacional de Recursos Acuáticos”. The processing and marketing of fish is authorized by the Executive Branch, and may be subject to a requirement that the fish be totally or partially processed in Uruguay.	
C. MINING	None, except as stated below. Mining licenses or titles are given by the Mining Authority depending from the National Government. Requirements for individual exploitations are also regulated for the Mining Authority. Prospecting and exploration of mineral deposits and mining shall only be done: (a) by the State or State Entities; or (b) under a mining title. The enjoyment of mining rights attributed by the respective title is regulated by specific provisions and the provisions of the specific contract. The holder of a concession to operate that is in a position to export metal ores shall provide the domestic market 15 (fifteen) percent of the value of each export operation at "free on board" price.	None
10. Mining of coal and lignite; extraction of peat	None, except as indicated above.	None
12. Mining of uranium and thorium ores	None, except as indicated above.	None
13. Mining of metal ores	None, except as indicated above.	None
14. Other mining and quarrying	None, except as indicated above.	None
D. MANUFACTURING		
15. Manufacture of food products and beverages	None	None
17. Manufacture of textiles	None	None
18. Manufacture of wearing apparel; dressing and dyeing of fur	None	None
19. Tanning and dressing of leather; manufacture of luggage, handbags, harness and footwear	None	None

20. Manufacture of wood and of products of wood and cork, except furniture; manufacture of articles of straw and plaiting materials	None	None
21. Manufacture of paper and (2) paper products	None	None
22. Publishing, printing and reproduction of recorded media	None, except that the responsible editor, director or manager, of a newspaper, magazine, or periodical, shall be Uruguayan nationals.	None, except that only Uruguayan nationals may be the redactor o gerente responsable (the responsible editor or manager) of a newspaper, magazine, or periodical in Uruguay. The redactor o gerente responsable (the responsible director or manager) of a television subscriber enterprise (cable, satellite, MMDS and UHF coded) shall be Uruguayan national. The redactor o gerente responsable (the resposible editor or manager) is the person liable under civil and criminal law for the content of a particular newspaper,

		magazine, or periodical publications.
24. Manufacture of chemicals and chemical products	None	None
25. Manufacture of rubber and plastics products	None	None
26. Manufacture of other non-metallic mineral products	None	None
27. Manufacture of basic metals	None	None
28. Manufacture of fabricated metal products, except machinery and equipment	None	None
29. Manufacture of machinery and equipment n.e.c: 291. Manufacture of general purpose machinery 293. Manufacture of domestic appliances n.e.c.	None	None
30. Manufacture of office, accounting and computing machinery	None	None
31. Manufacture of electrical machinery and apparatus n.e.c.	None	None
32. Manufacture of radio, television and communication equipment and apparatus	None	None

33. Manufacture of medical, precision and optical instruments, watches and clocks	None	None
34. Manufacture of motor vehicles, trailers and semi-trailers	None	None
35. Manufacture of other transport equipment	None	None
36. Manufacture of furniture; manufacturing n.e.c.	None	None
37. Recycling	None	None

(1) The related services activities are included in the Schedules of Specific Commitments for Services under Chapter 10 (Trade in Services).

(2) The related services activities are included in the Schedules of Specific Commitments for Services under Chapter 10 (Trade in Services).

ANNEX III . SCHEDULE OF RESERVATIONS AND NON-CONFORMING MEASURES FOR SERVICES AND INVESTMENT FOR BRAZIL

LIST A OF BRAZIL

Explanatory Notes

1. This List A indicates, in accordance with Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7 (Schedules of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the existing measures that are not subject to one or all the obligations imposed by:

(a) Article 9.3 (National Treatment) or Article 10.4 (National Treatment);

(b) Article 9.6 (Senior Management and Boards of Directors);

(c) Article 9-A.4 (Most-Favoured-Nation Treatment) or Article 10.10 (Most-Favoured-Nation Treatment);

(d) Article 10.3 (Market Access); or

(e) Article 10.9 (Local Presence).

2. Each entry in this List sets out the following elements:

(a) Sector refers to the sector for which the entry was made;

(b) Subsector refers to the sub-sector for which the entry was made;

(c) Obligations Concerned specifies the obligations (National Treatment, Senior Management and Boards of Directors, Most-Favoured-Nation Treatment, Market Access, and Local Presence) which do not apply to the measures scheduled;

(d) Level of Government indicates the level of government that maintains the scheduled measure;

(e) Measures identify the laws, regulations or other measures in respect of which the registration was made. One measure cited in the element Measures:

i. means the modified, continued, renewed measure from the date of entry into force of this Agreement; and

ii. includes any subordinate measure, adopted or maintained under the faculty of that measure and consistent with it;

(f) Description provides a general description of the reservation.

3. In accordance with Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7

(Schedules of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the obligations of this Agreement specified in the Obligations Concerned element of an

4. For greater certainty, subparagraph (c) of Article 9.9(1) (Schedules of Non-Conforming Measures), subparagraph (c) of Article 9-A.7(1) (Schedules of Non-Conforming Measures and subparagraph (c) of Article 10.8(1) (Schedules of Non-Conforming Measures) refer only to amendments of the non-conforming aspects of the Measures element.

5. Brazil may, no later than 6 (six) months after the date of entry into force of the Agreement for Brazil, rectify this List to include non-conforming measures already existing at the date of signature of the Agreement, for inclusion in the Agreement in accordance with subparagraph (c) of Article 19.1(4)(Joint Committee) of Chapter 19 (Institutional, General and Final Provisions).

1. Sector: All

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4)

Level of Government: Central

Measures: Law No. 6,099, dated September 12th, 1974, article 10 and article 24, with the wording given by Law No. 7,132, of October 26th, 1983. Resolution n 2.309, of August 28th, 1996, of the National Monetary Council/Conselho Monet rio Nacional, Annex, Article 25.

Description: Trade in Services

The assignment of a lease contract to a non-resident legal entity requires prior authorisation from the Central Bank of Brazil. The National Monetary Council may establish additional conditions for the leasing of foreign assets produced abroad to resident foreign owned legal entities.

2. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3)

Level of Government: Central

Measures: Law No. 9,279, May 14th, 1996, Article 211. Law No. 4,131, September 3rd, 1962. Law No. 8,383, December 30, 1991, Article 50 Decree Law 1730, December 17, 1979, Article 6 Resolution No. 3,844, March 23rd , 2010, of the National Monetary Council

Resolution No. 156, November 9th , 2015, of the Presidency of the National Institute of Intellectual Property/ Instituto Nacional de Propriedade Intelectual (INPI).

Description: Investment and Trade in Services

The registration before the National Institute of Intellectual Property (INPI) of contracts that provide for the payment of royalties for the exploitation of industrial property rights and payments for know-how, technical and scientific assistance and complementary technical services rendered by foreign companies is a requirement for the fulfilment of the Electronic Declaratory Register of Financial Operations (RDE/ROF) of the Central Bank of Brazil, and, consequently, for the remittance of such payments abroad.

There are restrictions on the payment of royalties for the use of patents and trademarks:

a) from the branch in Brazil to their headquarters abroad: the payments are prohibited (Law 4131 of 1962, Article 14);

b) from companies headquartered in Brazil to their foreign parent companies or to majority shareholders abroad: the payments are determined by limits of tax deduction established by Law 4,131 of 1962 (Art. 12), Law 8,383 of 1991 (Art. 50), and Decree Law 1730 of 1979 (Art. 6), which are in the range of 1% to 5% of net sales of products and services.

3. Sector: All

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3)

Level of Government: Central

Measures: Decree-Law No. 5,452, "Consolidation of Labor Laws/Consolida o das Leis do Trabalho", May 1st, 1943, Article 354.

Description: Trade in Services

The proportionality of two thirds of Brazilian employees must be observed by juridical persons. A smaller proportionality can be established, taking into account special circumstances of each activity, through an act of the Executive Power, once the insufficiency of Brazilians in the respective activity has been duly confirmed by the competent authority.

This proportionality is mandatory not only in relation to the entire staff but also in relation to the corresponding payroll.

4. Sector: All

Sub-Sector:

Obligations Concerned: Senior Management and Boards of Directors (Article 9.6)

Level of Government: Central

Measures: Law No 6,404/1976, of December 15th, Article 146

Description: Investment

In order to take position in the management body of Joint Stock Companies (Sociedades Animas), non-resident administrators must have a permanent representative in Brazil. This representative must be able, until three years after the end of the administration term, to receive:

(a) summons in actions against him in accordance with societal legislation.

(b) summons or subpoenas in administrative processes by the Securities and Exchange Comission (Comiss o de Valores Mobili rios), when occupying management in open companies.

5. Sector: Professional Services

Sub-Sector: Accounting, Auditing and Bookkeeping Services

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4)

Level of Government: Central

Measures: Decree Law No. 9,295, May 27th, 1946.

Resolution No. 1,495 of the Federal Accounting Council of November 20, 2015.

Resolution No. 1,502 of the Federal Accounting Council of February 19, 2016

Resolutions No. 1,554 and 1,555 of the Federal Accounting Council of December 6, 2018.

Description: Trade in Services

The participation of non-residents as shareholders in juridical persons controlled by Brazilians is prohibited.

The duration of the professional registration for non-resident foreign accountants is limited by the duration of their temporary visa term.

6. Sector: Real Estate Services

Sub-Sector:

Obligations Concerned: National Treatment (Article 10.4)

Local Presence (Article 10.9)

Level of Government: Central

Measures: Law No. 6,530, of May 12th, 1978, Articles 4, 5, 16 and 17. Decree No. 81,871, of June 29th, 1978, Articles 1, 6, 7, 10 and 16. Resolution No. 327 of June 25th , 1992, of the Federal Council of Realtors, Article 9.

Description: Trade in Services

To obtain the mandatory registration in the Regional Councils of Real Estate Brokers, the foreigner must prove legal and uninterrupted permanence in the country during the last year.

7. Sector: Architectural, Agronomy, Urban Planning and Engineering Services

Sub-Sector:

Obligations Concerned: National Treatment (Article 10.4)

Level of Government: Central

Measures: Law No. 5,194, of December 24th, 1966, Articles 2, 6, 26, 27, 34, 55, 56, 59 and 85. Resolution No. 1,007, of December 5th, 2003, of the Federal Council of Engineering and Agronomy, Articles 8 and 21. Law No. 12,378, of December 31st , 2010, Articles 1, 2, 3, 5 6, 24, 28, 31, 55. Resolution No. 35, of October 5th , 2012 of the Federal Council of Architecture and Urban Planning, Articles 2, 3

Description: Trade in Services

For each foreign professional with a temporary work visa, with due registration in the Federal Council of Engineering and Agronomy, the contracting juridical person must maintain, for the term of the contract or its extension, a Brazilian professional with an identical or higher education degree, who also has a contractual relationship with the contracting juridical person, to assist the foreigner, as an assistant or deputy.

The temporary registration of a non-resident foreign professional in the Federal Council of Architecture and Urban Planning (CAU) is conditioned by the effective participation of a professional or a professional association, registered by CAU and resident or with headquarters in Brazil, to watch over all phases of the activities to be developed by the foreign professional.

8. Sector: Professional Services

Sub-Sector: Surveillance and Security Services

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4)

Level of Government: Central

Measures: Law No. 7,102 June 20th, 1983, Articles 10, 11 and 16. Ordinance 3,233, December 10th, 2012, of the Federal Department, Articles 4, 20, 74, 155, 196 Police

Description: Trade in Services The ownership and management of enterprises that provide training courses for security guards, security transport services, surveillance services or security services are prohibited to foreigners. The profession of security guard can be exercised only by Brazilians.

9. Sector: Sub-Sector: Professional Services Tourist guides

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4) Local Presence (Article 10.9)

Level of Government: Central

Measures: Decree No. 946, of October 1st, 1993, Article 5, I. Ordinance No. 37, November 11th, 2021, of the Ministry of Tourism, Articles 3, 5, 7, 14.

Description: Trade in Services

Only Brazilians or residents in Brazil, with appropriate qualification, can exercise the profession of tourist guide.

10. Sector: Newspaper Services and Sound and Image Broadcasting

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Market Access (Article 10.3)

Level of Government: Central

Measures: Federal Constitution, Article 222. Law 10,610, of December 20th, 2002, Articles 1, 2 and 7. Law No. 5,250, of February 9th, 1967. Law No. 4,117, of August 27th, 1962, Articles 38. Decree-Law No. 236, of February 28th, 1967, Article 7. Decree No. 52,795, of October 31st 1963, Articles 8 and 28.

Description: Investment and Trade in Services

The participation of foreigners or Brazilians naturalised for less than 10 (ten) years in the capital share of newspaper and broadcasting companies may not exceed 30 (thirty) % of the total capital and the voting capital of these enterprises. This participation shall only occur indirectly through a legal juridical person organised in accordance with Brazilian laws and regulations and with a head office in the country.

The editorial responsibility and the activities of selection and direction of broadcast programming pertain exclusively to native Brazilians or Brazilians naturalised for over 10 (ten) years, in any means of social communication.

Broadcasting companies are prohibited from maintaining technical assistance contracts with foreign enterprises or organisations which allow the foreign juridical person to intervene or acquire knowledge of the administration or guidance of the broadcaster.

11. Sector: Communication Services

Sub-Sector: Satellite Telecommunications Services

Obligations Concerned: National Treatment (Article 10.4)

Level of Government: Central

Measures: Federal Constitution, Article 21, XI. Law No. 9,472, of July 16th, 1997, Article 171. Resolution No 748, of October 22nd, 2021, of the National Telecommunications Agency, Annex, Articles 3, 16, 17, 21, 28, 30

Description: Trade in Services

For the delivery of satellite telecommunications services, preference should be given to Brazilian satellites when they provide equivalent conditions to those of third parties. The use of foreign satellites will only be admitted through the contracting of an enterprise constituted under the terms of Brazilian laws and regulations and with headquarters and administration in Brazil, that acts as the legal representative of the foreign operator.

There will be equivalence when the following conditions are met simultaneously:

(a) deadlines compatible with the needs of the provider;

(b) equivalent or more favorable price conditions;

(c) technical parameters in accordance with the requirements of the operator's project.

A Brazilian satellite is one that uses orbital resources and the radioelectric spectrum notified by or distributed or consigned to Brazil, and whose control and monitoring station is in the Brazilian territory.

12. Sector: Sub-Sector: Transport Services Maritime Transport Services

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4)

Level of Government: Central

Measures: Law No. 9,432, January 8th, 1997, Articles 4 and 11.

Description: Trade in Services

In vessels flying the Brazilian flag, the captain, the chief engineer and two-thirds of the crew must be Brazilian nationals.

In vessels that are registered in the Special Brazilian Registry (Registro Especial Brasileiro/REB), only its captain and chief engineer must be Brazilian citizens.

13. Sector: Transport Services

Sub-Sector: Maritime Transport Services

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4) Most-Favored Nation Treatment (Article 10.10)

Level of Government: Central

Measures: Law No. 9,432, of January 8th, 1997. Decree-Law no. 666, of July 2nd, 1969. Decree-Law no. 1,023, of October 21st, 1969, regulated by Decree No. 70,198 of 24th February 1972. Federal Constitution, Article 177, IV.

Description: Trade in Services

The establishment of a Brazilian Shipping Company (EBN) is required to supply maritime transport services, including freight transport, towing services, and auxiliary services to maritime transport. The establishment of an EBN implies, inter alia, the ownership of at least one vessel and capital resources adequate to the trade to be exploited. To fly the Brazilian flag, vessels must hold a National Registry or an Especial National Registry (REB).

Foreign vessels may only participate in navigation support when chartered by Brazilian Shipping Companies.

In ship traffic between Brazil and other countries, the national shipowners of the exporting and importing country shall prevail, until equal participation is obtained between the shipowners.

The transportation of crude oil and its by-products of Brazilian origin is reserved to the Brazilian flag.

Import or export cargo compulsorily bound to vessels flying the Brazilian flag may be released in favour of the flag of the exporting or importing country, in a balanced manner, observing the limit of 50 % of the total cargo, provided that the laws and regulations of the buying or selling country grant, at least, equal treatment to vessels flying the Brazilian flag.

Where there is an absolute unavailability of Brazilian vessels, which are those either owned or chartered by Brazilian companies, to transport the total cargo or the part of the percentage of the cargo they are entitled to transport as referred to in the paragraph above, the remaining cargo shall be allowed to be transported by vessels flying the flag of the exporting or importing country.

The chartering of a foreign vessel for long-distance in an international itinerary will depend on authorisation, when the chartering takes place due to the suspension of the legal provisions that establish the obligation to transport by a Brazilian flagged vessel.

Authorisation from the competent authority is required for the chartering to foreign companies or business organisations of Brazilian vessels mortgaged to the Merchant Marine Fund by companies based in Brazil.

Foreign vessels are subject to the payment of the Fee for the Use of Lighthouses (Tarifa de Utiliza o de Fars/TUF).

14. Sector: Transport Services

Sub-Sector: Auxiliary Services to Maritime Transport

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4)

Level of Government: Central

Measures: Federal Constitution, Article 21, XII, f. Law No. 12,815, of June 5, 2013, Article 1. Normative Resolution No. 7, of May 30th , 2016, of the National Agency for Waterway Transportation, Article 13. Resolution No. 71, of March 30th, 2022, of the National Agency for Waterway Transportation.

Description: Trade in Services

The Brazilian central level of government (the Union) is responsible for exploiting, directly or indirectly - through authorisation, concession or permission - maritime ports.

For port facilities located inside an Organised Port Area, only juridical persons established under Brazilian laws and

regulations, with headquarters and administration in the country, may request authorisation for construction, exploitation and expansion, as well as respond to public bidding or notices, in the modalities of private use terminal, transshipment station of cargo, small public port facility and tourist port facility.

The indirect operation of an Organised Port and the port facilities located therein requires concession and lease of the public good. The concession and lease of the public good shall be carried out through a contract, preceded by a public bidding, establishing cession for exploitation for a specific duration.

For the purposes of this entry:

(a) Organised Port means a public good built and equipped to meet the needs of navigation, passenger handling or goods handling and storage, and whose traffic and port operations are under the jurisdiction of a port authority;

(b) Organised Port Area means an area encircled by an act of the Executive Branch that includes the port facilities and the infrastructure of protection and access to the organised port; and

(c) Port facility means installation located inside or outside the port area organised and used in moving passengers, moving or storing goods, destined for or coming from waterway transport.

LIST B OF BRAZIL

Explanatory Notes

1. This List B indicates, in accordance with Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7 (Schedules of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the specific sectors, subsectors or activities for which it may maintain or adopt new or more restrictive measures that are inconsistent with the obligations imposed by:

(a) Article 9.3 (National Treatment) or Article 10.4 (National Treatment);

(b) Article 9.6 (Senior Management and Boards of Directors);

(c) Article 9-A.4 (Most-Favoured-Nation Treatment) or Article 10.10 (Most-Favoured Nation Treatment);

(d) Article 10.3 (Market Access); or

(e) Article 10.9 (Local Presence).

2. Each entry in this List sets out the following elements:

(a) Sector refers to the sector for which the entry was made;

(b) Subsector refers to the sub-sector for which the entry was made;

(c) Obligations Concerned specifies the obligations referred to in paragraph 1 against which a reservation taken;

(d) Description provides a general description of the reservation.

3. In accordance with Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7 (Schedules of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the obligations of this Agreement specified in the Obligations Concerned element of an entry do not apply to the sectors, subsectors, and activities listed, within the scope inscribed in the Description element of that entry.

4. For greater certainty, in the case an entry is prescribed for all sectors, such entry applies to all sectors included in the scope of Chapter 10 (Trade in Services) and Chapter 9 (Investment).

1. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure aimed at reducing regional inequalities, promoting equitable access to development opportunities across regions in its territory, as well as ensuring social inclusion.

2. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure related to the development of activities in border areas (within 150 (one hundred and fifty) km from national boundaries) and in the following areas: the Amazon Basin, the Mata Atl ntica, the Serra do Mar and the Pantanal.

3. Sector: All

Sub-Sector:

Obligations Concerned: Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure providing for more favourable treatment for Signatory MERCOSUR States and for any other ALADI (Latin American Integration Association) members.

4. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure related to the acquisition or lease of rural property or to the acquisition of any other real estate right over rural property by foreign natural persons, foreign juridical persons or Brazilian juridical persons with foreign participation.

For the purposes of this reservation, rural property is an area or property that is used or can be used for agriculture, livestock, vegetal extraction, forestry and agro-industry.

5. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure relating to access, economic exploitation and the transfer of its genetic heritage abroad, so as to preserve its diversity and integrity.

For the purpose of this reservation, genetic heritage means information of genetic origin of plant, animal, microbial or other species, including substances derived from the metabolism of these living beings.

6. Sector: All

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9)

Description: Investment and Trade in Services

When transferring or disposing of its equity interests in, or the assets of, a state enterprise or a governmental entity, Brazil reserves the right to:

(a) prohibit or impose limitations on the ownership of such interests or assets by foreign investors or their investments;

(b) impose limitations on the ability of foreign investors or their investments as owners of such interests or assets to control any resulting enterprise; and

(c) adopt or maintain a measure relating to the nationality of senior management or members of the board of directors.

7. Sector: All

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4) Local Presence (Article 10.9) Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain measures relating to a new service that cannot be classified under CPC 1991.

The reservation does not apply to an existing service which could be classified in CPC 1991, but which previously could not be provided on a cross-border basis due to lack of technical feasibility.

For the purposes of this reservation, "CPC 1991" means the Provisional Central Product Classification (Statistical Documents, Series M, No. 77, Department of International Economic and Social Affairs, United Nations Statistical Office, New York, 1991).

8. Sector: All

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4) Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measure with respect to the supply of a service by the presence of natural persons, or other movement of natural persons, except as provided for in List A.

For greater certainty, this reservation does not affect the commitments undertaken by Brazil in Chapter 11 (Movement of Natural Persons).

9. Sector: All

Sub-Sector:

Obligations Concerned: Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

With respect to matters covered or disciplined by Chapter 9 (Investment) and Chapter 10 (Trade in Services), Brazil reserves the right to adopt or maintain any measure that accords differential treatment to countries, under any bilateral or multilateral international agreement in force or signed prior to the date of entry into force of this Agreement.

With respect to matters not covered or not disciplined by Chapter 9 (Investment) and Chapter 10 (Trade in Services), Brazil reserves the right to adopt or maintain any measure that accords differential treatment to countries, under any bilateral or multilateral international agreements in force or signed prior or after date of entry into force of this Agreement.

10. Sector: Communication Services

Sub-Sector: Telecommunication Services

Obligations Concerned: National Treatment (Article 10.4)

Description: Trade in Services Brazil reserves the right to adopt or maintain limits to foreign participation in the capital of telecommunications service providers.

11. Sector: Financial Services

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3) National Treatment (Article 10.4) Local Presence (Article 10.9) Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services Brazil reserves the right to adopt or maintain any measures affecting the supply of financial services with respect to Article 10.9 (Local Presence) or Article 10.10 (Most-Favoured Nation Treatment). Brazil reserves the right to adopt or maintain any measure with respect to Article 10.3 (Market Access) or Article 10.4 (National Treatment), except as specified in the Appendix to this List B (Commitments for Financial Services Brazil) and subject to the limitations, conditions and qualifications specified therein.

12. Sector: Communication Services

Sub-Sector: Telecommunication services supplied for distribution of radiotelevision programming for direct reception by service consumers. or

Obligations Concerned: Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain measures allowing for access to markets on a reciprocity basis or providing for differential treatment to specific countries.

13. Sector: Health Services and Social Services

Sub-Sector:

Obligations Concerned: National Treatment (Article 10.4) Most-Favoured Nation (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measure related to health care.

14. Sector: Professional Services

Sub-Sector: Research and Development Services

Obligations Concerned: National Treatment (Article 10.4)

Description: Trade in Services

Brazil reserves the right to limit, throughout the national territory, including the continental shelf and waters under its jurisdiction, field activities and scientific research that imply movement of human and material resources, with the objective of collecting data, materials, biological and mineral specimens, and parts of native culture and popular culture.

15. Sector: Professional Services

Sub-Sector:

Obligations Concerned: Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measure relating to procedures for registration of professionals arising from bilateral or multilateral agreements signed by professional bodies or other competent authorities.

16. Sector: Educational Services

Sub-Sector:

Obligations Concerned: National Treatment (Article 10.4) Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measures related to authorisation or registration related to qualifications for the issuance of Brazilian diplomas and education certificates.

17. Sector: Audiovisual Services and Cultural Industries

Sub-Sector:

Obligations Concerned: Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10) National Treatment (Article 10.4) Local Presence (Article 10.9)

Description: Investment and Trade in Services

Brazil reserves the right to maintain any measure for audiovisual services and cultural industries sectors.

For the purposes of this entry, "cultural industries" includes persons engaged in any of the following activities:

(a) the publication, distribution or sale of books, magazines, periodicals or newspapers in print or machine-readable form but not including the sole activity of printing or composing any of the foregoing;

(b) production, distribution, sale or display of films, videogames or video recordings;

(c) production, distribution, sale or display of audio recordings or music videos;

(d) publication, distribution or sale of music in printed or machine readable form;

(e) exhibitions of films or recordings; or

(f) radiocommunications in which transmissions are carried out for direct reception by the general public, and all radio, television and cable companies and all satellite programming and transmission network services.

18. Sector: Transport Services

Sub-Sector: Maritime Transport Services International Freight Transportation

Obligations Concerned: Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measures that accords differential treatment to countries under any international agreement in force or signed prior or after the date into force of this agreement involving maritime and services auxiliary to maritime matters and port matters.

For greater certainty, this reservation includes, among others, the right to adopt or maintain measures concerning cargo sharing and cargo reservation and measures providing for access to cargo on a reciprocity basis with countries with whom it enters into bilateral maritime transport agreements.

19. Sector: Transport Services

Sub-Sector: Land Transport International Freight Transportation International Passenger Transportation

Obligations Concerned: Most-Favoured Nation Treatment (Article 10.10)

Description: Trade in Services

Brazil reserves the right to adopt or maintain any measure providing for more favourable treatment within the Agreement on International Land Transport (ATIT) framework for authorised suppliers of its signatory parties.

20. Sector: Mining and Quarrying

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

Brazil reserves the right to maintain any measure related to the exploitation, use, mining and research of mineral deposits and other mineral resources.

21. Sector: Energy

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure relating to the transportation, treatment, refining, processing, storage, distribution, compression, liquefaction, decompression, regasification, sale to the public and commercialisation of hydrocarbons, petroleum products and petrochemicals, in the national territory, including the continental shelf and the exclusive economic zone situated outside the territorial sea and adjacent to it, in mantles or deposits, whatever their physical state.

22. Sector: Energy

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure regarding the use of hydraulic energy potentials by foreign persons.

23. Sector: Energy

Sub-Sector:

Obligations Concerned: National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured Nation Treatment (Article 9-A.4 and Article 10.10)

Description: Investment and Trade in Services

Brazil reserves the right to adopt or maintain any measure regarding the exploitation of nuclear services and facilities of any nature, as well as to exercise state monopoly over research, mining, enrichment and reprocessing, industrialisation and trade of nuclear ores and their derivatives.

24. Sector: All

Sub-Sector:

Obligations Concerned: Market Access (Article 10.3)

Description: Trade in Services

In addition to the horizontal reservations in this List B and non

conforming measures indicated under List A, Brazil reserves the right to adopt or maintain any measure related to Article 10.3 (Market Access), except for the following sectors and subsectors, which are subject to the limitations and conditions listed below.

For the purposes of this entry:

(1) refers to the supply of a service from the territory of Singapore to the territory of Brazil;

(2) refers to the supply of a service in the territory of Singapore to a service consumer of Brazil;

(3) refers to the supply of a service by a service supplier of Singapore through commercial presence in the territory of Brazil.

Legal services (legal advisory on international and Singaporean law only)

(1) and (2) None. (3) Firms providing legal advisory on international and foreign law must be established under Brazil s laws and regulations, limiting their business purposes solely to advisory on international and foreign law. All the firms' partners must be advisors on international and foreign law.

Accounting, auditing and book-keeping services

(1) Establishment is required. (2) None. (3) It is necessary to establish a juridical person solely for the provision of professional auditing services and other services related to the accountancy profession.

Taxation advisory services (does not include legal services)

(1) Unbound. (2) and (3) None.

Architectural services, engineering services, integrated engineering services, urban planning and landscape architectural services

(1) Professionals must be first registered in the Conselho Regional under whose jurisdiction the place of their activity is located. (2) None. (3) For purposes of legal liability, foreign service suppliers must join Brazilian service suppliers in the form of a consrcio .

Veterinary Services

(1), (2) and (3) None.

Others (biology, pharmacy, psychology, librarianship)

(1), (2) and (3) None.

Computer and related services -except for time-stamping (n.d) and digital certification (n.d)

(1), (2) and (3) None.

Research and development services in the natural sciences

(1) Mineral research can only be performed by Brazilian natural and juridical persons who have been authorised or granted concessions for that purpose by the Union, considering national interests. (2) None. (3) No authorisation shall be granted to carry out operations and activities of research, exploration, removal or demolition of sunken, submerged, stranded and lost objects or goods in waters of national jurisdiction, in areas and extension areas belonging to the Navy and in marginal lands, as a result of a casualty or maritime accident, to foreign persons or Brazilian juridical persons controlled by foreign persons, which cannot be subcontracted by Brazilian natural or juridical persons. Authorisation will only be granted for research and scientific investigations by foreign persons or by international organisations when they derive from contracts, agreements or conventions with Brazilian institutions, except in cases in which no entity in Brazil has shown interest in signing such commitments. Marine scientific research on the continental shelf and in the exclusive economic zone can only be carried out by foreign providers with the prior consent of the Brazilian government.

Research and development services in social sciences and humanities

(1) Unbound. (2) and (3) None.

Interdisciplinary research and development services

(1) Unbound. (2) None. (3) None. In the case of interdisciplinary research and development activities involving research and development in the natural sciences, the restrictions of the corresponding subsector should be observed.

Real estate services involving own or leased real estate and on a fee or contract basis

(1), (2) and (3) None.

Rental or leasing services without operators: relating to ships without crew; relating to aircraft (excluding the concession of public air services) without crew; relating to other transport equipment without operators; relating to other machinery and equipment without operators; and relating to personal and household goods

(1) and (2) None. (3) Leasing companies must adopt the legal form of corporations (S.A.s).

Market research and public opinion polling services

(1), (2) and (3) None.

Management consulting services and services related to management consulting

(1), (2) and (3) None.

Technical testing and analysis services

(1), (2) and (3) None.

Services incidental to agriculture and forestry (does not include services incidental to hunting)

(1) Unbound. (2) and (3) None.

Services incidental to fishing (does not include the property of fishing boats)

(1) Foreign vessels may only carry out fishing activities in Brazil when authorised by an act of the competent authority. (2) and (3) None.

Services incidental to mining

(1) The extraction of mineral resources can only be performed by Brazilian natural and juridical persons who have been authorised or granted concessions for that purpose by the Union, considering national interests. (2) None. (3) Foreign service providers may only carry out activities in the national territory if they are associated with Brazilian service providers through a conscio , in which the Brazilian partner maintains the leadership.

Services incidental to manufacturing

(1), (2) and (3) None.

Placement and supply services of personnel

(1), (2) and (3) None.

Scientific and technical consulting services

(1), (2) and (3) None.

Maintenance and repair services of equipment (except transport equipment)

(1) Unbound. (2) and (3) None.

Building cleaning services

(1) Unbound. (2) and (3) None.

Photographic services

(1), (2) and (3) None.

Packaging services

(1) Unbound. (2) and (3) None.

Convention services

(1), (2) and (3) None.

Other translation and interpretation services (excluding official translators)

(1), (2) and (3) None.

Postal services (not including the activities reserved to the Brazilian designated operator, which comprise pick-up, receiving, handling, transport and delivery of letters, postcards and grouped correspondence, whether to domestic or foreign destinations, including any form of consignment, whether priority, non-priority, urgent, express, etc., as well as the issuance of stamps and other postage payments)

(1), (2) and (3) None.

Telecommunication services: local, long distance and international services, for public and non-public use, provided with the use of any network technology (cable, satellite, etc) - voice telephone services, packet-switched data transmission services, circuit-switched data transmission services, facsimile services, private leased circuit services, E-mail, voice mail, access online data streams and information, Electronic Data Interchange (EDI), advanced facsimile, including "store-and-forward" and "store-and-retrieve", conversion of codes and protocols, online processing of data or information (including transaction processing, other mobile services (analogue and digital cellular services; global mobile satellite services; paging services; and trunked services)

(1) and (2) Unbound. (3) None, except that only juridical persons, established according to Brazil s domestic laws and regulations, which require head office and management located in the Brazilian territory, can obtain a licence from the competent authority to supply telecommunication services in Brazil.

Construction and related engineering services: general construction work for buildings; general construction work for civil engineering; installation and assembly work and maintenance and repair of fixed structures; building completion and finishing work; and others

(1) Unbound. (2) and (3) None.

Distribution services: commission agents services; wholesale trade services; retailing services; and franchising

(1), (2) and (3) None.

Environmental services: sewage services; refuse disposal services; sanitation and similar services; cleaning services of exhaust gases, noise and vibration abatement, Remediation and clean-up of soil and waters

(1) and (2) None. (3) None, except that the provision of these services to the Brazilian government (at federal, state and municipal levels) requires a public concession.

Tourism and travel related services: hotels and restaurants

(1) Unbound. (2) and (3) None.

Tourism and travel related services: travel agencies and tour operators services; tourist guide services

(1) Unbound (2) Unbound. (3) None.

Sporting and other recreational services (except sports event promotion services, sports event organisation services, sports facility operation services, gambling and betting services and multiplex services)

(1) Unbound. (2) None. (3) Unbound, except that sports entities participating in professional competitions as well as the leagues in which they are organised, which are not constituted as commercial companies or which do not hire a commercial company to manage their professional activities, for all legal purposes, are treated as de facto or irregular business organisations, in accordance with commercial law.

Sporting services: sports event promotion services, sports event organisation services and sports facility operation services

(1) Unbound. (2) and (3) None.

Maritime Transport Services: Passenger Transport Services

(1) Unbound. (2) and (3) None.

Air transport services: computer reservation system services

(1), (2) and (3) None.

Rail transport services: freight transportation

(1) The commitments made in this subsector are subject to the provisions of the Agreement on International Land Transportation (ATIT/ALADI). Internal transport is prohibited. (2) None. (3) A governmental concession is required for the provision of the service. The granting of new concessions is discretionary. The number of service providers may be limited.

Road transport services: freight transport

(1) An international agreement is necessary. The commitments entered into in this subsector are subject to the provisions of the Agreement on International Land Transportation (ATIT/ALADI) and internal transport is prohibited. (2) None. (3) None, except for international land transportation, as provided for in the Agreement on International Land Transportation (ATIT/ALADI).

Pipeline transport services: Transportation of other goods (excluding hydrocarbon products)

(1) and (2) Unbound. (3) None.

Services auxiliary to all modes of transport: cargo handling services; storage and warehouse services

(1), (2) and (3) None.

APPENDIX TO LIST B COMMITMENTS FOR FINANCIAL SERVICES BRAZIL

EXPLANATORY NOTES

1. This Appendix should be read together with all measures and reservations in the Schedule of Reservations and Non-Conforming Measures for Services and Investment for Brazil in Annex III. For greater certainty, this Appendix does not include commitments on Most-Favoured Nation, Local Presence and the supply of services through the presence of natural persons of a State Party in the territory of another State Party.

2. For the purposes of this Appendix:

(1) refers to the supply of a service from the territory of Singapore to the territory of Brazil;

(2) refers to the supply of a service in the territory of Singapore to a service consumer of Brazil;

(3) refers to the supply of services by a service supplier of Singapore through commercial presence in the territory of Brazil.

3. For the purposes of this Appendix, "section" refers to the sector "7. Financial Services", and "subsection" refers to that particular financial services subsector.

4. For greater certainty, measures inconsistent with both Article 10.3 (Market Access) and Article 10.4 (National Treatment) of Chapter 10 (Trade in Services) shall be inscribed in the column relating to Article 10.3 (Market Access). In this case, the inscription will be considered to provide a condition or qualification to Article 10.4 (National Treatment) as well.

7. FINANCIAL SERVICES

(a) Brazil reserves the right to adopt or maintain any type of prudential measure that is not applied as an arbitrary or unjustifiable discrimination against financial services or financial service suppliers of another State Party or as a disguised restriction on trade in financial services.

(b) Financial service suppliers shall be organised as a "sociedade anima" (publicly-held company), unless otherwise specified.

(c) Financial service suppliers of banking services shall be authorised by Presidential decree in order to be incorporated under Brazil's laws and regulations.

(d) Business service sellers, contractual service suppliers and independent professionals are not allowed to supply financial services in Brazil.

(e) There are legal limits to the acquisition of foreign financial services by Brazilian financial institutions.

(f) Transfer of information, including personal information, into and out of Brazil's territory by electronic or other means for the conduct of business within the scope of the license, authorisation, or registration granted by a Brazilian financial authority to a financial service supplier of Singapore must be undertaken in accordance with terms and conditions set forth in Brazil's laws and regulations.

(g) Financial services supplied by an offshore financial service supplier [1] are not covered by this list.

[1] Offshore financial service supplier means a financial service supplier, set up in accordance with the laws and regulations of a State Party, which is owned of controlled by non-residents of any State Party and whose activities are mostly related to non-residents, generally on a scale out of proportion to the size of the economy of the host State. These non-resident-owned or non-resident-controlled institutions, if considered as a juridical person of a State Party, could benefit from the Agreement in a way they would not if their transactions were done from the owner or controller country of origin. http://www.imf.org/external/pubs/ft/eds/Eng/Guide/file6.pdf.

7.A. Insurance and insurance-related services

(a) Insurance defined as mandatory by law can only be placed in Brazil.

(b) Reinsurers domiciled abroad must be registered before the insurance supervisor as occasional reinsurer without representative office or as admitted reinsurer with representative office in Brazil and meet specific prudential requirements.

(c) Reinsurers domiciled in countries or jurisdictions where corporate income is either not taxed or taxed at a rate lower than 20% or whose domestic laws and regulations impose secrecy on the ownership of corporations are not allowed to

register as occasional reinsurers. However, registration is possible for the supply of reinsurance services as admitted reinsurers.

(d) Admitted reinsurers must hold a minimum amount deposit in a foreign currency account in Brazil, bound to the insurance supervisor. For transparency purposes, in 2022, this amount is USD$1 million for Life business and USD$5 million for Non Life business.

(e) Reinsurance for endowment life insurance, pension plans and other products with cash value savings features can only be placed in Brazil with local reinsurers. Exemption for risk coverages sold within those plans (for example death and disability coverages).

(f) Cross-border reinsurance is subject to the condition that 40 % of each cession has to be first offered to local reinsurers with right of first refusal, provided they offer similar conditions to the international market.

(g) Technical representatives of insurance, reinsurance and retrocession service suppliers, as well as related service suppliers, shall have permanent residency in Brazil.

(h) Direct insurance (including co-insurance) and Insurance and Retrocession with the exception of CPC 81299 and CPC 8140 can only be provided by juridical persons.

Modes of Supply:	(1) Cross-border supply	(2) Consumption abroad	(3) Commercial presence
Sector or subsector.	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
7.A.1. Direct insurance (including co-insurance)			(3) The establishing of foreign companies' branches without the need for incorporation as a Brazilian juridical person can be individually allowed by a Presidential authorisation.

Modes of Supply:	(1) Cross-border supply	(2) Consumption abroad	(3) Commercial presence
Sector or subsector	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
(a) Life (except closed pension funds) (CPC 8121)	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this subsector (3) None, except that pension plan suppliers are not allowed to engage in other business activities, including other non-life insurance services; life insurance suppliers are allowed to supply non-life insurance, but not to engage in other business activities; horizontal provisions apply	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None	

(b) Non-life (CPC 8129)	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None other than horizontally indicated in this section	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None	
(b.1) Health insurance services (except pre-paid systems) (CPC 81291)	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None other than horizontally indicated in this section	(1) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) Unbound, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None	
(b.2) Freight insurance services (maritime, aeronautical and terrestrial and others) (CPC 81294)	(1) None for exported goods. Unbound for imported goods, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) None for exported goods. Unbound for imported goods, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None other than horizontally indicated in this section	(1) None for exported goods. Unbound for imported goods, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (2) None for exported goods. Unbound for imported goods, except for insurance covering risks for which there is no insurance available in Brazil, in accordance with the provisions defined horizontally in this sub sector (3) None	
	(1) None for vessels registered in the Brazilian Special Register ("Registro Especial Brasileiro" REB) if the	(1) None for vessels registered in the Brazilian Special Register ("Registro Especial Brasileiro" REB) if the insurance is not	

(b.3) Hull, machinery and civil liability insurance services for vessels (CPC 81293).	insurance is not offered in Brazil or if domestic prices differ from international ones. Unbound for vessels not registered in the REB (2) None for vessels registered in the Brazilian Special Register ("Registro Especial Brasileiro" REB) if the insurance is not offered in Brazil or if domestic prices differ from international ones. Unbound for vessels not registered in the REB. (3) None other than horizontally indicated in this section	offered in Brazil or if domestic prices differ from international ones. Unbound for vessels not registered in the REB (2) None for vessels registered in the Brazilian Special Register ("Registro Especial Brasileiro" REB) if the insurance is not offered in Brazil or if domestic prices differ from international ones. Unbound for vessels not registered in the REB. (3) None	
7.A.2. Reinsurance and retrocession.	(1) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector, but subject to limits of premiums ceded in reinsurance/retrocession to non resident providers (2) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector, but subject to limits of premiums ceded in reinsurance/retrocession to non resident providers (3) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector.	(1) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector (2) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector (3) None, in accordance with the terms and conditions applicable to reinsurance and retrocession as defined horizontally in the sub sector.	
(c) Insurance and reinsurance	(1) Unbound 2) Unbound (3) None, except that the brokerage service supplier must be organised in the form of either a "sociedade anima" or a "sociedade ltda" (corporation or limited partnership) and, for reinsurance inter-mediation, its sole business purpose must be to act as intermediary in reinsurance and retrocession contracting	(1) Unbound (2) Unbound (3) None, except that, for insurance inter-mediation, the technical representative and technical director (or managing partner) must be a permanent resident in Brazil	
(d) Services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claims settlement services (CPC 8140)	(1) Unbound (2) Unbound (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) Unbound (3) None other than horizontally indicated	

7.B. Banking and other financial services (excluding insurance)

Horizontal sub-sector provisions:

(a) For commitments under mode (3): The establishment of financial institutions, such as any type of banks, consumer or real estate/mortgage finance companies, credit cooperatives or companies, leasing companies, brokers and dealers, as well as increases in the participation of foreign persons (individual or firms) in the capital of financial institutions incorporated under Brazil's laws and regulations, requires a specific authorisation granted on a case-by-case basis by the Executive Branch, by means of a Presidential decree. Specific conditions may be required. Institutions authorised to perform financial activities may perform only authorised activities, according to laws and regulations. Representative offices may not engage in commercial business.

(b) Securities are: corporate shares, debentures, secured bonds, founder's shares (extinguished in 2001, existing ones grandfathered), coupons of these securities; subscription warrants, and rights or receipts; securities certificates of deposit; any type of derivatives, including options, forwards swaps and futures contracts; commercial paper issued by public companies, except financial institutions; open or closed-ended mutual funds, including real estate-funds (shares of real estate investment funds) any type of collective investment instrument offered to the public that creates the right of participation in profits or other type of capital remuneration.

(c) All members of senior level management of financial service suppliers must be permanent residents in Brazil. Domicile in Brazil is needed, but this concept is non-discriminatory, as it is currently extendable to non-resident foreigners. In practice, only an address in Brazil is needed to register, with a working address being acceptable for these purposes. Note for sub-sector 7.B:

(1) Note for transparency purposes regarding domestic regulation: the activities listed in this sector are regulated by specific rules enacted by the Brazilian Securities Commission CVM. Current regulations are available at CVM s website (www.cvm.gov.br). The commitments are specific for the listed activities.

Modes of Supply:	(1) Cross-border supply	(2) Consumption abroad	(3) Commercial presence
Sector or subsector.	Limitations on Market Access	Limitations on National Treatment	Additional Commitments
(a) Acceptance of deposits and other repayable funds from the public (CPC 81115-81119)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and k). Unbound for other items (3) None other than horizontally indicated	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and k). Unbound for other items (3) None	
	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods,	(1) Unbound (2) None for advisory services (item k) and for the	

(b) Lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction (CPC 8113)	including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section. Unbound for factoring	financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) Unbound	
(c) Financial leasing (CPC 8112)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None	
(d) All payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts (CPC 81339**)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None	
	(1) Unbound (2) None for		

(e) Guarantees and commitments (CPC 81199**)	advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section.	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under items f and j). Unbound for other items (3) None	
(f) Trading for own account or for account of customers, whether on an exchange, in an over-the counter market or otherwise, the following: -money market instruments (including cheques, bills, certificates of deposits) (CPC 81339**); -foreign exchange (CPC 81333); -derivative products including, but not limited to, futures and options (CPC 81339**); -exchange rate and interest rate instruments, including products such as swaps, forward rate agreements (CPC 81339**); -transferable securities (CPC 81321*); -other negotiable instruments and financial assets, including bullion (CPC 81339**)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under items f and j). Unbound for other items (3) None	
(g) Participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues (CPC 8132)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under items f and j). Unbound for other items (3) None other than	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian securities traded abroad (under	

	horizontally indicated in this subsection and section	items f and j). Unbound for other items (3) None	
(h) Money broking (CPC 81339**)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None	
(i) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services (CPC 8119**+81323*)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None	
(j) Settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments (CPC 81339**)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None	

	receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None other than horizontally indicated in this subsection and section	for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items (3) None	
(k) Advisory, intermediation and other auxiliary financial services on all the activities listed in items (a) through (j) and item (l), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy (CPC 8131)	(1) Unbound (2) None (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None (3) None	
(l) Provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services (CPC 8133)	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None other than horizontally indicated in this subsection and section	(1) Unbound (2) None for advisory services (item k) and for the financial leasing of capital goods, including vessels and aircraft, in accordance with the import conditions for internalisation of such goods in Brazil. None for acquisition of depository receipts of Brazilian Securities traded abroad (under items f and j). Unbound for other items. (3) None	

ANNEX III . SCHEDULE OF RESERVATIONS AND NON-CONFORMING MEASURES FOR SERVICES AND INVESTMENT FOR SINGAPORE

LIST A OF SINGAPORE

Explanatory Notes

1. This List A sets out, pursuant to Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7 (Schedules of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the reservations taken by Singapore with respect to measures that do not conform with obligations imposed by:

(a) Article 9.3 (National Treatment) or Article 10.4 (National Treatment);

(b) Article 9.6 (Senior Management and Boards of Directors);

(c) Article 9-A.4 (Most-Favoured-Nation Treatment) or Article 10.10 (Most-Favoured Nation Treatment);

(d) Article 10.3 (Market Access); or

(e) Article 10.9 (Local Presence).

2. The sectors, subsectors, or activities to which a reservation applies shall be stated in the Description element. In the interpretation of a reservation, all elements of the reservation shall be considered in their totality.

3. With respect to trade in services, Local Presence and National Treatment are separate disciplines and a measure that is only inconsistent with Local Presence need not be reserved against National Treatment.

4. The reservations and commitments relating to trade in services shall be read together with the relevant guidelines stated in Scheduling of Initial Commitments in Trade in Services: Explanatory Note dated 3 September 1993 (MTN.GNS/W/164) and Scheduling of Initial Commitments in Trade in Services: Explanatory Note: Addendum dated 30 November 1993 (MTN.GNS/W/164 Add. 1).

5. Each entry in List A sets out the following elements:

(a) Sector refers to the general sector for which the entry is made;

(b) Subsector refers to the specific subsector for which the entry is made;

(c) Industry Classification refers where applicable, to the activity covered by the non-conforming measure, according to the provisional CPC codes as used in the Provisional Central Product Classification (Statistical Papers Series M No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991);

(d) Obligations Concerned specifies the obligations (Market Access, National Treatment, Most-Favoured-Nation Treatment, Local Presence and Senior Management and Boards of Directors) against which a reservation is taken;

(e) Description sets out the non-conforming measures to which the reservation applies; and

(f) Source of Measure identifies, for transparency purposes, the laws, regulations, or other measures to which the entry applies. The measures stipulated therein are not exhaustive.

6. References in this List A to any enterprise or entity apply as well to any successor enterprise or entity, which shall be entitled to benefit from any listing of a non conforming measure with respect to that enterprise or entity.

1. Sector : All

Subsector : -

Industry Classification : -

Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3)

Description : Trade in Services and Investment:

A non-resident financial institution may in certain circumstances be unable to borrow in Singapore dollars more than S$5 million from a resident financial institution owing to the following restrictions placed on financial institutions' lending of the Singapore dollar to non-resident financial institutions. A financial institution shall not extend to any nonresident financial institution Singapore dollar (S$) credit facilities exceeding S$5 million per non-resident financial institution: (a) where the S$ proceeds are to be used outside of Singapore, unless: (i) such proceeds are swapped or converted into foreign currency upon draw-down or before remittance abroad; or (ii) such proceeds are for the purpose of preventing settlement failures where the financial institution extends a temporary S$ overdraft to any vostro account of any non-resident financial institution, and the financial institution takes reasonable efforts to ensure that the overdraft is covered within two business days; and (b) where there is reason to believe that the S$ proceeds may be used for S$ currency speculation, regardless of whether the S$ proceeds are to be used in Singapore or outside of Singapore. A financial institution shall not arrange S$ equity or bond issues for any non-resident financial institution where the S$ proceeds are to be used outside Singapore, unless the proceeds are swapped or converted into foreign currency upon draw-down or before remittance abroad. "Non-resident financial institution" means any financial institution which is not a resident as defined in the relevant notice.

Source of Measure : Insurance Act 1966, MAS Notice 109 Banking Act 1970, MAS Notice 757 Finance Companies Act 1967, MAS Notice 816 Monetary Authority of Singapore Act 1970, MAS Notice 1105 Securities and Futures Act 2001, MAS Notice SFA 04- N04 5

2. Sector : All

Subsector : -

Industry Classification : -

Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3)

Description : Trade in Services and Investment:

The aggregate of foreign shareholdings in PSA Corporation or its successor body is subject to a 49 % limit. The "aggregate of foreign shareholdings" is defined as the total number of shares owned by: (a) any individual who is not a Singapore citizen; (b) any corporation which is not more than 50 % owned by Singapore citizens or by the Singapore Government; or (c) any other enterprise which is not owned or controlled by the Singapore Government.

Source of Measure : This is an administrative policy of the Singapore Government and is inscribed in the Memorandum and Articles of Association of the PSA Corporation.

3. Sector : All

Subsector : -

Industry Classification : -

Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3)

Description : Trade in Services and Investment:

All individual investors, apart from the Singapore Government, will be subject to the following equity ownership limits in the enterprises, or its successor bodies, as listed below: (a) Singapore Technologies Engineering – 15 %; (b) PSA Corporation – 5 %; (c) Singapore Airlines – 5 %; and (d) PowerGas, SP PowerGrid, SP PowerAssets, Singapore LNG Corporation – 10 %. For the purposes of this reservation, ownership of equity by an investor in these enterprises or its successor bodies includes both direct and indirect ownership of equity. Source of Measure : This is an administrative policy of the Singapore Government and is inscribed in the Memorandum and Articles of Association of the relevant enterprises. Gas Act 2001, 2020 Revised Edition, Section 63B Electricity Act 2001, 2020 Revised Edition, Section 30B 7 4. Sector : All Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Where a person is required to be registered, or, in the case of any corporation, the directors, or secretaries of the corporation, do not reside in Singapore, an authorised representative who must be ordinarily resident* in Singapore must be appointed. * Persons who qualify to be appointed in such a capacity are primarily Singapore citizens, Singapore permanent residents and EntrePass holders (all with local address). Source of Measure : Business Names Registration Act 2014, 2020 Revised Edition Business Names Registration Regulations 2015 8 5. Sector : Business Services Subsector : Architectural Services Architectural services includes preparing and selling or supplying for gain or reward any architectural plan, drawing, tracing, design, specification, or the like for use in the construction, enlargement, or alteration of any building or part thereof. It includes the certification and inspection of buildings for compliance with a building authority or public authority. Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only persons who are registered with the Board of Architects (BOA) or its successor body and resident in Singapore are allowed to provide architectural services. All corporations, limited liability partnerships and partnerships (including those which are providing architectural services as part of a multi-disciplinary corporation or practice) providing architectural services shall obtain a licence from the BOA or its successor body. To qualify for the licence, the corporation or partnership shall: (a) be under the control and management of a director or partner who is a Singaporeregistered architect; where a multi-disciplinary corporation or partnership is concerned, the business of the corporation or partnership relating to architectural services shall be under the control and management of a director or partner who is a Singapore-registered architect; and (b) where limited corporations are concerned, the majority of the directors of a corporation shall be Singapore-registered architects or allied professionals; where unlimited corporations are concerned, the majority of directors shall be registered professional architects or allied professionals who have in force practising 9 certificates; where partnerships are concerned, the beneficial interest in the capital assets and profits of the partnership shall be held by Singapore-registered architects or allied professionals who have in force practising certificates. "Allied professionals" are Singapore-registered land surveyors and engineers. Source of Measure : Architects Act 1991, 2020 Revised Edition 10 6. Sector : Business Services Subsector : Public Accountancy Services (including statutory audit) Industry Classification : CPC 86211 Financial auditing services CPC 86309 Other Tax-related services Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only public accountants, accounting firms, accounting corporations or accounting limited liability partnerships (LLPs) may provide public accountancy services. Public accountants must be registered with the Accounting and Corporate Regulatory Authority (ACRA) and fulfil the registration

requirements under the Accountants Act, including requirements pertaining to qualifications, experience as well as membership with the Institute of Singapore Chartered Accountants (ISCA). Accounting firms, accounting corporations and accounting LLPs must be approved by the Public Accountants Oversight Committee, which is a Board Committee of ACRA under the Accountants Act. The business of an accounting firm, accounting corporation or an accounting LLP, so far as it relates to the provision or supply of public accountancy services in Singapore, shall be under the control and management of one or more directors (in the case of accounting corporation) or a partner (in the case of accounting firm and accounting LLP) who is a public accountant ordinarily resident in Singapore1. Source of Measure : Accountants Act 2004, 2020 Revised Edition, Sections 2, 10(1), 17(3)(d),18(3)(c), and 18A(3)(e) Accountants (Public Accountants) Rules, Second Schedule, Paragraph 7 1 Reference: See Sections 17, 18, and 18A of the Accountants Act. 11 Companies Act 1967, 2020 Revised Edition, Section 9 12 7. Sector : Business Services – Professional Services Subsector : Land Surveying Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: All persons seeking to provide land surveying services in Singapore are required to register with the Land Surveyors Board (LSB) or its successor body, and be physically present in Singapore for the duration of the land surveying project which requires his supervision or certification. All corporations, limited liability partnerships and partnerships (including those which are providing land surveying services as part of a multi-disciplinary corporation or practice) seeking to provide land surveying services must obtain a licence from the LSB. To qualify for the licence, the corporation or partnership must: (a) be under the control and management of a director or partner who is a Singapore-registered surveyor; where a multi-disciplinary corporation or partnership is concerned, the business of the corporation or partnership relating to land surveying services must be under the control and management of a director or partner who is a Singapore-registered surveyor; and (b) where limited corporations are concerned, a simple majority of its directors must be Singapore- registered surveyors or allied professionals; where unlimited corporations are concerned, the directors or members shall be Singapore-registered surveyors or allied professionals; where partnerships are concerned, only Singapore- registered surveyors and allied professionals can have a beneficial interest in the capital assets and profits of the partnership. 13 "Allied professionals" are Singapore-registered engineers and architects. Source of Measure : Land Surveyors Act 1991, 2020 Revised Edition, Sections 12 through 23 Land Surveyors Rules, Rules 2 through 20 14 8. Sector : Business Services Subsector : Patent Agent Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only service suppliers registered with the Intellectual Property Office of Singapore (IPOS) or its successor body and resident in Singapore shall be allowed to carry on a business, practise or act as a patent agent in Singapore. Only service suppliers which have at least one Singapore-registered patent agent resident in Singapore either as a director or partner, shall be allowed to carry on a business, practise or act as a patent agent in Singapore. Source of Measure : Patents Act 1994, 2020 Revised Edition 15 9. Sector : Business Services Subsector : Placement and supply services of personnel Industry Classification : - Obligations Concerned : Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services: Only service suppliers with local presence shall be allowed to set up employment agencies and place foreign workers in Singapore. Source of Measure : Employment Agencies Act 1958, 2020 Revised Edition 16 10. Sector : Business Services Subsector : Professional Engineering Services Professional engineering services includes any professional service, consultation, investigation, evaluation, planning, design or responsible supervision of construction or operation in connection with any public or privately owned public utilities, buildings, machines, equipment, processes, works or projects wherein the public interest and welfare, or the safeguarding of life, public health or property is concerned or involved, and that requires the application of engineering principles and data. Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only persons who are registered with or firms which are licensed by the Professional Engineers Board (PEB) are allowed to provide professional engineering services in Singapore in prescribed branches of engineering, namely: civil, electrical and mechanical engineering. The implementation in Singapore of professional engineering works which require approval by the authorities shall be carried out by a professional engineer physically present in Singapore for the duration when the project is being implemented. All corporations, multi-discipline partnerships and limited liability partnerships providing professional engineering services shall obtain a licence from the PEB or its successor body. To qualify for the licence, the corporation, multi-disciplinary partnership or limited liability partnership shall meet the following requirements: (a) the business of the corporation, multi-disciplinary partnership or limited liability partnership relating to professional engineering services shall be under the control and management of a director or a partner who is a Singapore-registered professional engineer and who has a valid practising certificate and who, in the case of corporations or limited 17 liability partnerships, is authorised under a resolution of the board of directors of the corporation or partners of the limited liability partnership to make all final engineering decisions on behalf of the corporation or limited liability partnership; and (b) where limited or unlimited corporations are concerned, not less than 51 % of the directors shall be Singapore-registered professional engineers or allied professionals; where multi-disciplinary partnerships are concerned, the beneficial interest in the capital assets and profits of the partnerships shall be held by Singapore-registered professional engineers or allied professionals; where limited liability partnerships are concerned, partners shall be Singapore–registered professional engineers or allied

professionals, licensed corporations or licensed limited liability partnerships. "Allied professionals" are Singapore-registered land surveyors and architects. Source of Measure : Professional Engineers Act 1991, 2020 Revised Edition, Sections 10, 11, and 20 through 26 18 11. Sector : Business Services Subsector : Real Estate Services Industry Classification : CPC 82202 Non-residential property management services on a fee or contract basis Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Only the Sentosa Development Corporation or its successor body shall be allowed to develop and manage the resort island of Sentosa and its waterways. Only the Singapore Land Authority, the National Parks Board, or their successor bodies shall be allowed to develop and manage the Southern Islands of Singapore. For the purpose of this reservation, the "Southern Islands of Singapore" are St. John's Island, Lazarus Island, Kusu Island, Pulau Renggit, Sisters' Island, Pulau Hantu, Pulau Biola, Pulau Jong and Pulau Tekukor. Source of Measure : Sentosa Development Corporation Act 1972, 2020 Revised Edition Section 9 Singapore Land Authority Act 2001, 2020 Revised Edition, Section 6(1)(e)(ii) 19 12. Sector : Business Services Subsector : Private Investigation Services Unarmed Guard Services Industry Classification : CPC 87301 Investigation Services CPC 87302 Security Consultation Services CPC 87305 Guard Services (only applies to unarmed security guard services) Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Foreigners are permitted to set up security agencies to provide unarmed guards for hire but must register a company with local participation. At least one of the directors must be a Singapore citizen or Singapore permanent resident. Foreigners, except Malaysians, shall not be allowed to work as security officers, but can be involved in the administration of the company. The foreign directors shall produce a certificate of no criminal conviction from their country of origin to the effect that they have never been convicted in any court of law for any criminal offence. Source of Measure : Private Security Industry Act 2007, 2020 Revised Edition 20 13. Sector : Education Services Subsector : Higher Education Services in relation to the training of doctors Industry Classification : CPC 92390 Other Higher Education Services (Only applies to Higher Education Services in relation to the training of doctors) Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Only local tertiary institutions which are established pursuant to an Act of Parliament, or as designated by the Ministry of Education shall be allowed to operate undergraduate or graduate programmes for the training of doctors in Singapore. Currently, only the National University of Singapore, Nanyang Technological University, and Duke-NUS Graduate Medical School are allowed to operate undergraduate or graduate programmes for the training of doctors in Singapore. Source of Measure : Medical Registration Act 1997, 2020 Revised Edition, Sections 2, 3, 34 and 35 Private Education Act 2009, 2020 Revised Edition 21 14. Sector : Health and Social Services Subsector : Medical Services Pharmacy Services Deliveries and related services, nursing services, paramedical services and allied health services2 Optometrists and Opticians Industry Classification : - Obligations Concerned : Local Presence (Article 10.9) Description : Trade in Services: Only persons who are resident in Singapore are allowed to provide the following services: medical services, pharmacy services, deliveries and related services, nursing services, para-medical services and allied health services and optometry and opticianry services. Source of Measure : Medical Registration Act 1997, 2020 Revised Edition Pharmacists Registration Act 2007, 2020 Revised Edition Medicines Act 1975, 2020 Revised Edition Health Products (Licensing of Retail Pharmacies) Regulations 2016 Nurses and Midwives Act 1999, 2020 Revised Edition Allied Health Professions Act 2011, 2020 Revised Edition Optometrists and Opticians Act 2007, 2020 Revised Edition 2 Includes physiotherapy services. 22 15. Sector : Import, export and trading services Subsector : - Industry Classification : - Obligations Concerned : Local Presence (Article 10.9) Description : Trade in Services: Only services suppliers with local presence shall be allowed to apply for import or export permits, certificates of origin or other trade documents from the relevant authorities. Source of Measure : Regulation of Imports and Exports Act 1995, 2020 Revised Edition Regulation of Imports and Exports Regulations 23 16. Sector : Telecommunication Services Subsector : Telecommunication Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Facilities-based operators and service-based operators must be locally incorporated under the Companies Act 1967, 2020 Revised Edition. "Facilities-based operators" are operators who deploy any form of telecommunication networks, systems and facilities, outside of their own property boundaries, to offer telecommunication services to third parties, which may include other licensed telecommunication operators, business customers, or the general public. "Service-based operators" are operators who lease telecommunication network elements (such as transmission capacity and switching services) from any Facilities-Based Operator (FBO) licensed by Infocomm Media Development Authority of Singapore (IMDA) so as to provide their own telecommunication services, or to resell the telecommunication services of FBOs to third parties. The number of licences granted will be limited only by resource constraints, such as the availability of radio frequency spectrum. In view of spectrum constraints, parties interested in deploying networks based on wireless technology may be licensed to use radio frequency spectrum via a tender or auction process. Source of Measure : Info-communications Media Development Authority Act 2016, 2020 Revised Edition Telecommunications Act 1999, 2020 Revised Edition 24 17. Sector : Power Supply Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Power producers shall not be allowed to sell power directly to consumers and shall only sell power through the Singapore electricity wholesale market operators licensed by the Energy Market Authority. The amount of power supplied cumulatively by power producers located outside of Singapore to

Singapore's wholesale power market shall not exceed 600 (six hundred) megawatt. Singapore reserves the right and flexibility to revise or reduce the power supply threshold of 600 (six hundred) megawatt. Source of Measure : Electricity Act 2001, 2020 Revised Edition, Sections 6(1) and 9(1) 25 18. Sector : Power Supply Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only a Market Support Service Licensee shall be allowed to supply electricity to: (a) all household consumers of electricity; and (b) non-household consumers of electricity whose Average monthly consumption is below 2,000 (two thousand) kilowatt-hour. Only retail electricity licensees with local presence may supply electricity in Singapore.* *With the full liberalisation of Singapore's retail electricity market (i.e. Open Electricity Market Initiative), the retailing of electricity to all consumers shall be subject to competition as consumers could buy electricity from retail electricity licensees as well. Source of Measure : Electricity Act 2001, 2020 Revised Edition, Sections 6(1) and 9(1) 26 19. Sector : Power Transmission and Distribution Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Only a Transmission Licensee shall be the owner and operator of the electricity transmission and distribution network in Singapore. Source of Measure : Electricity Act 2001, 2020 Revised Edition, Sections 6(1) and 9(1) 27 20. Sector : Tourism and Travel Related Services Subsector : Beverage serving services for consumption on the premises Meal serving services in eating facilities run by the Singapore Government Retail sales of food Industry Classification : CPC 643 Beverage serving services for consumption on the premises CPC 642 Food serving services CPC 6310 Retail sales of food Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only a Singapore citizen or permanent resident can apply for a licence to operate a stall in government-run markets or hawker centres in his or her personal capacity. To provide food or beverage catering services in Singapore, a foreign service supplier must incorporate as a limited company in Singapore, and apply for the food establishment licence in the name of the limited company to operate a food or beverage establishment in non-government run eating facilities. Only Singapore citizens or permanent residents can apply to run stalls at hawker centres managed by the National Environment Agency or the National Environment Agency's appointed managing agents. Source of Measure : Environmental Public Health Act 1987, 2020 Revised Edition 28 21. Sector : Sewage and Refuse Disposal, Sanitation and other Environmental Protection Services Subsector : Waste Management, including collection, disposal, and treatment of hazardous waste Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Foreign service suppliers must be locally incorporated in Singapore. The public waste collectors (PWCs) rendering services to domestic and trade premises are appointed by public competitive tender. The number of PWCs is limited by the number of geographical sectors in Singapore. For industrial and commercial waste, the market is opened to any licensed general waste collectors (GWCs). Source of Measure : Environmental Public Health Act 1987, 2020 Revised Edition 29 22. Sector : Trade Services Subsector : Distribution and Sale of Hazardous Substances Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only companies with local presence and a valid hazardous substances licence shall be allowed to distribute and sell hazardous substances as defined in the Environmental Protection and Management Act and the Environmental Protection and Management (Hazardous Substances) Regulations. Singapore reserves the right and flexibility to modify or increase the list of hazardous substances as defined or listed in the Environmental Protection and Management Act and the Environmental Protection and Management (Hazardous Substances) Regulations. Source of Measure : Environmental Protection and Management Act 1999, 2020 Revised Edition, Section 22 Environmental Protection and Management (Hazardous Substances) Regulations 30 23. Sector : Manufacturing and Services Incidental to Manufacturing Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Description : Trade in Services and Investment: Singapore reserves the right to adopt or maintain any measures affecting the imposition of duty, restrictions on the manufacture of goods, or penalties for offences under the Control of Manufacture Act 1959. Singapore reserves the right and flexibility to modify or increase the list of goods as scheduled in the Control of Manufacture Act 1959. The current list of scheduled goods is: (a) beer and stout; (b) cigars; (c) drawn steel products; (d) chewing gum, bubble gum, dental chewing gum or any like substance, not being a health product categorised as an oral dental gum or a therapeutic product in the First Schedule to the Health Products Act 2007; (e) cigarettes; and (f) matches. Source of Measure : Control of Manufacture Act 1959, 2020 Revised Edition Health Products Act 2007, 2020 Revised Edition 31 24. Sector : Trade Services Subsector : Distribution Services Retailing Services Wholesale Trade Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Trade in Services and Investment: Only service suppliers with local presence shall be allowed to supply wholesale, retail and distribution services for medical and health-related products and materials as defined under the Medicines Act 1975 and Health Products Act 2007. Singapore reserves the right and flexibility to modify or increase the list of medical and health-related products and materials as defined or listed in the Medicines Act 1975 and Health Products Act 2007. Source of Measure : Medicines Act 1975, 2020 Revised Edition Health Products Act 2007, 2020 Revised Edition 32 25. Sector : Transportation and Distribution of Manufactured Gas and Natural Gas Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Only the

holder of a gas transporter licence shall be allowed to transport and distribute manufactured and natural gas. Only one gas transporter licence has been issued given the size of the Singapore market. Source of Measure : Gas Act 2001, 2020 Revised Edition 33 26. Sector : Business Services Subsector : Leasing or rental services concerning private cars, goods transport vehicles and other land transport equipment without operator Industry Classification : CPC 83101, 83102, 83105 Leasing or rental services concerning private cars, goods transport vehicles and other land transport equipment without operator Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: The cross-border rental of private cars, goods transport vehicles and other land transport equipment without operator by Singapore residents with the intent to use the vehicles in Singapore is prohibited. Source of Measure : Road Traffic Act 1961, 2020 Revised Edition 34 27. Sector : Transport Services Subsector : Maritime Transport Services Cargo Handling Services Pilotage Services Supply of Desalinated Water to Ships berthed at Singapore ports or in Singapore territorial waters Industry Classification : CPC 741 Cargo Handling Services CPC 74520 Pilotage and Berthing Services (only applies to Pilotage Services) CPC 74590 Other Supporting Services for Water Transport Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Description : Trade in Services and Investment: Only PSA Corporation Ltd and Jurong Port Pte Ltd or their respective successor bodies are allowed to provide cargo handling services. Only PSA Marine (Pte) Ltd or its successor bodies are allowed to provide pilotage services and supply desalinated water to ships berthed at Singapore ports or in Singapore territorial waters. Source of Measure : Maritime and Port Authority of Singapore Act 1996, 2020 Revised Edition, Section 81 35 28. Sector : Transport Services Subsector : Maritime Transport Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only local service suppliers shall be allowed to operate and manage cruise and ferry terminals. Local service suppliers are either Singapore citizens or juridical persons which are more than 50 % owned by Singapore citizens. Source of Measure : Maritime and Port Authority of Singapore Act 1996, 2020 Revised Edition, Section 81 36 29. Sector : Transport Services Subsector : Maritime Transport Services – Registration of ships under Singapore flag Industry Classification : CPC 74590 Other Supporting Services for Water Transport Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services and Investment: Only a Singapore citizen, permanent resident or Singapore legal person may register a ship under the Singapore flag. All Singapore legal persons seeking to register ships under the Singapore flag shall appoint a ship manager who is resident in Singapore. Vessels or ships owned by Singapore legal persons that are not majority owned by Singapore citizens or Singapore permanent residents shall be of at least 1,600 (one thousand six hundred) Gross Tonnage and be self-propelled before they can be registered under the Singapore flag. For the purposes of this reservation, a "Singapore legal person" is a locally incorporated company. Source of Measure : Merchant Shipping Act 1995, 2020 Revised Edition Merchant Shipping (Registration of Ships) Regulations 37 30. Sector : Transport Services Subsector : Maritime Transport Services – Seaman Services Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3) Description : Trade in Services and Investment: Only Singapore citizens and permanent residents can register as Singapore seamen as defined in the Maritime and Port Authority of Singapore Act 1996. Source of Measure : Maritime and Port Authority of Singapore Act 1996, 2020 Revised Edition, Section 40 Maritime and Port Authority of Singapore (Registration and Employment of Seamen) Regulations 38 31. Sector : Telecommunications Services Subsector : Telecommunications services Domain name allocation policies in Internet country code top level domains (ccTLDs) corresponding to Singapore territories (.sg) Industry Classification : - Obligations Concerned : Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services: A registrar must be a company incorporated or a foreign company registered under the Companies Act 1967, 2020 Revised Edition. Source of Measure : Info-communications Media Development Authority Act 2016, 2020 Revised Edition Telecommunications Act 1999, 2020 Revised Edition The Internet Corporation for Assigned Names and Numbers (ICANN), which recognises the ultimate authority of sovereign Governments over ccTLDs corresponding to their territories. 39 32. Sector : Nature Reserve Services (includes national parks, nature reserves and parklands) Subsector : - Industry Classification : - Obligations Concerned : National Treatment (Article 9.3 and Article 10.4) Senior Management and Boards of Directors (Article 9.6) Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10) Market Access (Article 10.3) Description : Trade in Services and Investment: National Parks Board or its successor body is the only agency authorised to control, administer and manage national parks, nature reserves and parklands as defined under the National Parks Board Act 1996. Source of Measure : National Parks Board Act 1996, 2020 Revised Edition Parks and Trees Act 2005, 2020 Revised Edition 40 33. Sector : Postal Services Subsector : - Industry Classification : - Obligations Concerned : Market Access (Article 10.3) Local Presence (Article 10.9) Description : Trade in Services: For the provision of basic letter services, all service suppliers must be incorporated as companies under the Companies Act 1967, 2020 Revised Edition. Source of Measure : Postal Services Act 1999, 2020 Revised Edition 41

LIST B OF SINGAPORE

Explanatory Notes

1. This List B of Singapore sets out, pursuant to Article 9.9 (Schedules of Non-Conforming Measures), Article 9-A.7 (Schedules

of Non-Conforming Measures) and Article 10.8 (Schedules of Non-Conforming Measures), the reservations taken by Singapore for sectors, subsectors or activities for which it may maintain existing or adopt new or more restrictive measures that do not conform with obligations imposed by:

(a) Article 9.3 (National Treatment) or Article 10.4 (National Treatment);

(b) Article 9.6 (Senior Management and Boards of Directors);

(c) Article 9-A.4 (Most-Favoured-Nation Treatment) or Article 10.10 (Most-Favoured Nation Treatment);

(d) Article 10.3 (Market Access); or

(e) Article 10.9 (Local Presence).

2. The sectors, subsectors, or activities to which a reservation applies shall be stated in the Description element. In the interpretation of a reservation, all elements of the reservation shall be considered in their totality.

3. With respect to trade in services, Local Presence and National Treatment are separate disciplines and a measure that is only inconsistent with Local Presence need not be reserved against National Treatment.

4. The reservations and commitments relating to trade in services shall be read together with the relevant guidelines stated in Scheduling of Initial Commitments in Trade in Services: Explanatory Note dated 3 September 1993 (MTN.GNS/W/164) and Scheduling of Initial Commitments in Trade in Services: Explanatory Note: Addendum dated 30 November 1993 (MTN.GNS/W/164 Add. 1).

5. Each entry in List B sets out the following elements:

(a) Sector refers to the general sector for which the entry is made;

(b) Subsector refers to the specific subsector for which the entry is made;

(c) Industry Classification refers where applicable, to the activity covered by the non-conforming measure, according to the provisional CPC codes as used in the Provisional Central Product Classification (Statistical Papers Series M No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991);

(d) Type of Reservation specifies the obligations (Market Access, National Treatment, Most-Favoured-Nation Treatment, Local Presence and Senior Management and Boards of Directors) against which a reservation is taken;

(e) Description sets out the non-conforming measures to which the reservation applies; and

(f) Existing Measures identifies, for transparency purposes, existing measures that apply to the sector, subsector, or activities covered by the entry. The measures stipulated therein are not exhaustive.

6. References in this List B to any enterprise or entity apply as well to any successor enterprise or entity, which shall be entitled to benefit from any listing of a non conforming measure with respect to that enterprise or entity.

Industry Classification :

-

Industry Classification :

Industry Classification : -Industry Classification : -Industry Classification : -Industry Classification : -Industry Classification : -Industry Classification : -Industry Classification : -Industry Classification : -

Industry Classification : -Industry Classification : - Industry Classification : CPC 87305 Guard Services Industry Classification : -Industry Classification : - Industry Classification : -Industry Classification : -Industry Classification : - Industry Classification : -

Subsector : Primary Education Services Secondary Education Services

21. Sector : Health and Social Services

Type of Reservation : National Treatment (Article 9.3 and Article 10.4) Market Access (Article 10.3)

1 Includes physiotherapy services.

Industry Classification : CPC 96312 Archive services Industry Classification : -Industry Classification : -Industry Classification :

CPC 9401 Sewage Services

Industry Classification : CPC 9409 Other environmental protection services not elsewhere classified

Industry Classification : -

Industry Classification : -

2 Telecommunication services exclude broadcasting services, which is defined as the transmission of signs or signals via any technology for the reception or display of aural or visual programme signals by all or part of the public. For supply of service from the territory of another State Party into the territory of Singapore, market access is subject to commercial arrangements with licensed operators.

3 Basic Telecommunication Services may be provided using satellite technology.

4 This includes voice, data and facsimile services.

5 Mobile Services may be provided using satellite technology. For supply of service from the territory of another State Party into the territory of Singapore, market access is subject to commercial arrangements with licensed operators.

Subsector : Supply of potable water for human consumption Industry Classification : - Industry Classification : - Industry Classification : -

Industry Classification : CPC 731 Passenger Transportation by Air CPC 732 Freight Transportation by Air

Industry Classification : -35. Sector : Transport Services

Industry Classification : -36. Sector : Transport Services

Industry Classification : -

Subsector : Services Auxiliary to All Modes of Transport 38. Sector : Transport Services Industry Classification : -Industry Classification : -

Type of Reservation : Most-Favoured-Nation Treatment (Article 9-A.4 and Article 10.10)

Type of Reservation : Market Access (Article 10.3) Local Presence (Article 10.9)

Industry Classification : - Subsector : -

APPENDIX TO LIST B COMMITMENTS FOR FINANCIAL SERVICES SINGAPORE

EXPLANATORY NOTES

This Appendix shall be read together with entry 44 in List B of the Schedule of Reservations and Non-Conforming Measures for Services and Investment for Singapore in Annex III. This Appendix does not include Singapore s commitments on the supply of a service by the presence of natural persons, or other movement of natural persons, including immigration, entry or temporary stay.

1

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

7. FINANCIAL SERVICES

A. Insurance and insurance-related services All the commitments in this Appendix are also subject to entry requirements, domestic laws, guidelines, rules and regulations, terms and conditions of the Monetary Authority of Singapore (MAS) or any other relevant authority or body in Singapore, as the case may be, which are consistent with Article 10.11 (Domestic Regulation) of Chapter 10 (Trade in Services) and Article 10-B.4 (Domestic Regulation) of Annex 10-B (Financial Services).

(a) Life insurance services including annuity, disability income, accident and health insurance services (1) Unbound (2) None (3) These measures are also limitations on national treatment. Foreign parties can only acquire equity stakes of up to 49 % in aggregate in locally owned insurance companies provided the acquisition does not result in any foreign party being the largest shareholder. (1) Unbound (2) None (3) None

2

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Unbound for licensing of new insurance companies and establishment of new representative offices and activities relating to the use including via investment, of monies from any social security, public retirement or statutory savings scheme.

(b) Non-life insurance services including disability income, accident and health insurance and contracts of fidelity bonds, performance bonds or similar contracts of guarantee (1) Unbound (2) None except that compulsory insurance of Motor Third Party Liability and Workmen s Compensation may only be purchased from licensed insurance companies in Singapore. (3) Foreign parties can only acquire equity stakes of up to (1) Unbound (2) None (3) None

3

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

49 % in aggregate in locally owned insurance companies provided the acquisition does not result in any foreign party being the largest shareholder. Unbound for licensing of new insurance companies and establishment of new representative offices.

(c) Reinsurance and retrocession (1) None (2) None (3) None except that reinsurance companies must be established as branches or subsidiaries. (1) None (2) None (3) None

(d) Insurance intermediation comprising broking and agency services (1) Unbound (2) These measures are also limitations on national treatment. (1) Unbound (2) None

4

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Agents are not allowed to act for unlicensed insurers. The placement of domestic risks outside Singapore by brokers is subject to the approval of MAS, with the exception of reinsurance risks and insurance risks relating to maritime liabilities of shipowners insured by protection and indemnity clubs. (3) These measures are also limitations on national treatment. (3) Unbound

5

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Unbound except for admission of direct1 insurance and reinsurance brokers as locally incorporated subsidiaries.

(e) Services auxiliary to insurance comprising actuarial, loss adjustors, average adjustors and consultancy services (1) None (2) None (3) None (1) None (2) None (3) None

B. Banking and other financial services All the commitments in this Appendix are also subject to entry requirements, domestic laws, guidelines, rules and regulations, terms and conditions of MAS or any other relevant authority or body in Singapore, as the case may be, which are consistent with Article 10.11 (Domestic Regulation) of Chapter 10 (Trade in Services) and Article 10-B.4 (Domestic Regulation) of the Annex 10-B (Financial Services).

(a) Acceptance of deposits and other repayable funds from the public (1) Unbound (2) None (1) Unbound (2) None

Direct insurance broker means an insurance broker which is licensed under the Insurance Act in respect of insurance policies relating to general

insurance and long term accident and health policies, other than insurance policies relating to reinsurance business.

6

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(3) These measures are also limitations on national treatment. Only institutions licensed or approved as banks, merchant banks and finance companies can accept deposits. Where a foreign financial institution is subject to legislation in its home country which requires that institution to confer lower priority to depositors of its foreign offices vis- -vis the home country depositors in receivership or winding-up proceedings, the MAS may (3) Commercial banks Foreign banks can operate from only one office (excluding back-office operations). They cannot establish off-premise ATMs and ATM networking and new sub-branches. Unbound for provision of all electronic banking services. Location of banks and relocation of banks and sub branches require prior approval from MAS. Wholesale banks can only accept foreign currency fixed deposits from and operate

7

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

exercise appropriate differentiated measures against that foreign financial institution in Singapore to safeguard the interest of the Singapore office s depositors. MAS may require foreign banks to incorporate under Singapore law. Establishment and operation of foreign banks, merchant banks and finance companies are also subject to the limitations listed under activities B(a) to B(l) and the following limitations: Commercial banks current accounts for residents and non-residents. For Singapore dollar deposits, they can only accept fixed deposits of S$250,000 or more per deposit. Offshore banks can accept foreign currency fixed deposits from residents and non residents. For Singapore dollar deposits, they can only accept fixed deposits of S$250,000 or more per deposit from non residents. A majority of the directors of a bank incorporated in Singapore must be either Singapore

8

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

No new full and Wholesale banks. New foreign banks may only establish as offshore bank branches or representative offices. Representative offices cannot conduct business or act as agents. Banks, with MAS' approval, can operate foreign currency savings accounts only for non-residents. A single / related group of foreign shareholders can only hold up to 5 % of a local bank s shares. citizens or Singapore permanent residents2 . Merchant banks Merchant banks can operate from only one office (excluding back-office operations). Location and relocation of merchant banks require MAS' prior approval. Merchant banks can, with MAS' authorisation, raise foreign currency funds from residents and non-residents, operate foreign currency savings accounts for non residents and raise Singapore

MAS may permit a bank incorporated in Singapore which is a wholly owned subsidiary of a bank of another State Party incorporated outside

Singapore, to have less than a majority of directors who are either Singapore citizens or Singapore permanent residents.

9

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Merchant banks Foreign banks and merchant banks may establish as merchant bank subsidiaries or merchant bank branches. Finance companies No new finance companies. No foreign person shall acting alone or in concert with other persons, assume control of any finance company. A foreign person is a person that is: (a) in the case of a natural person, not a citizen of dollar funds from their shareholders and companies controlled by their shareholders, banks, other merchant banks and finance companies. Finance companies Location of finance companies and relocation of sub-branches require MAS' prior approval. Foreign-owned finance companies cannot establish off premise ATMs, ATM networking and new sub branches.

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Singapore and (b) in the case of a juridical person, not controlled by citizens of Singapore. Approval from the MAS is required before a person (together with associated persons) is allowed to acquire shareholdings or voting control in a finance company of or exceeding 5 %, 12 % and 20 %, and before he obtains effective control of the finance company. In approving applications to exceed the threshold limits,

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

MAS may impose conditions it considers necessary to prevent undue control, protect public interests, and ensure the integrity of the financial system. All finance companies, local and foreign-owned, can only conduct Singapore dollar business. With MAS' prior approval, eligible finance companies can also deal in foreign currencies, gold or other precious metals, and acquire foreign currency stocks, shares or debt/convertible securities.

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(b) Lending of all types including consumer credit, mortgage credit, factoring and financing of commercial transaction (1) Unbound. Measures taken are also limitations on national treatment. (2) None (3) These measures are also limitations on national treatment. (i) Other than in-house credit cards, credit and charge cards may be issued by card issuers approved by MAS subject to MAS' guidelines. (ii) Financial institutions extending Singapore dollar (S$) credit (1) None (2) None (3) Each offshore bank's lending in Singapore dollars to residents shall not exceed S$200 million in aggregate. Offshore banks should not use their related merchant banks to circumvent the S$200 million lending limit. Unbound for establishment of off-premise cash dispensing machines for credit and charge cards issuers.

13

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

facilities exceeding S$5 million per entity to non-resident financial entities or arranging S$ equity or bond issues for non-residents, shall ensure that where the S$ proceeds are to be used outside Singapore, they are swapped or converted into foreign currency upon draw down or before remittance abroad. Financial entities shall not extend S$ credit facilities to non-resident financial entities if there is reason to believe that

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

the S$ proceeds may be used for S$ currency speculation. (iii) Establishment of credit companies which do not conduct activities requiring MAS' approval is allowed.

(c) Financial leasing (1) None (2) None (3) None except as indicated for activity B(b) above. (1) None (2) None (3) None except as indicated for activity B(b) above.

(d) Payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers' drafts (1) Unbound (2) None (3) These measures are also limitations on national treatment. (1) Unbound (2) None (3) None

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Remittance shops, except where the remittance business is conducted by banks and merchant banks, are required to be majority owned by Singapore citizens. Bankers' drafts can only be issued by banks. Multi-purpose stored value cards can only be issued by a bank in Singapore licensed by MAS. The limitations indicated in B(b)(3) above also apply to the activities in B(d).

16

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(e) Guarantees and commitments (1) None except for the limitations indicated in activity A(b) for insurance companies providing contracts of fidelity bonds, performance bonds or similar contracts of guarantee. (2) None (3) None except for the limitations indicated in activity A(b) for insurance companies providing contracts of fidelity bonds, performance bonds or similar contracts of guarantee, and B(b)(3)(ii) above. (1) None (2) None (3) None

(f) Trading for own account or for account of customers, whether on an exchange, in an (1) Unbound except for trading in products listed in B(f) for own account. Trading in (1) None

17

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

over-the-counter market or otherwise, the following: -money market instruments (including cheques, bills, certificates of deposit) -foreign exchange -derivative products, including financial futures and options -exchange rate and interest rate instruments, including swaps and forward rate agreements -transferable securities -other negotiable money market instruments, foreign exchange, as well as exchange rate and interest rate instruments can be conducted with financial institutions only. Measures taken are also limitations on national treatment. (2) None (3) These measures are also limitations on national treatment. Banks and merchant banks are required to set up separate subsidiaries to trade financial futures for customers. Financial futures brokers can (2) None (3) None except as indicated for activity B(b) above.

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

instruments and financial assets, including bullion establish as branches or subsidiaries. The offer of derivative products by both local and foreign-owned financial institutions is allowed provided: -the product has been offered by the financial institution in other internationally reputable financial centres and the supervisory authorities of those centres agree to the offer of such products in their markets;

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

-the financial institution's parent supervisor and its head office must be aware and have no objection to the offer of such products in the Singapore branch / subsidiary; and -MAS is satisfied that the financial institution has and continues to have the financial strength and adequate internal controls and risk management systems to trade in these products.

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

The offer of derivative products involving the Singapore dollar is subject to the requirement indicated in B(b)(3)(ii) above. Moneychangers, except where the moneychanging business is conducted by banks and merchant banks, are required to be majority owned by Singapore citizens.

(g) Participation in issues of all kinds of securities, including underwriting and placement as agent and provision of service related to such issues (1) Unbound except for participation in issues of securities for own account, and underwriting and placement of securities through stockbroking (1) None

21

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

companies, banks or merchant banks in Singapore. Measures taken are also limitations on national treatment. (2) None (3) Measures taken are also limitations on national treatment. Singapore Exchange Securities Trading Ltd (SGX ST) will admit new trading members. New members will be able to trade directly in S$ denominated securities of Singapore incorporated companies with resident (2) None (3) None except as indicated for activity B(b) above.

22

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

investors for a minimum value of S$200,000. Representative offices cannot conduct business or act as agents. Unbound for foreign acquisition of new and existing equity interests in SGX-ST member companies. Banks' and merchant banks' membership on SGX-ST and Singapore Exchange Derivatives Trading Ltd (SGX-DT) must be held through subsidiaries. Unbound for new Primary and Registered dealers of

23

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

Singapore Government Securities.

(h) Money broking (1) Unbound (2) None (3) Unbound for new money brokers. Measures taken are also limitations on national treatment. (1) Unbound (2) None (3) None

(i) Asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services (1) Unbound (2) None (3) These measures are also limitations on national treatment. Asset management companies, custodial depositories, and trust services companies can establish as branches, or (1) Unbound (2) None (3) None

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

subsidiaries. Only the Central Depositary Pte Ltd is authorised to provide securities custodial depository services under the scripless trading system. Unbound for activities relating to the use, including via investment, of monies from any social security, public retirement, or statutory saving scheme.

(j) Settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments (1) Unbound, except for the provision of settlement and clearing services for financial assets which are listed on overseas exchanges only. (2) None (1) Unbound (2) None (3) Unbound

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(3) These measures are also limitations on national treatment. Settlement and clearing services for exchange traded securities and financial futures can only be provided by Central Depository (Pte) Limited and SGX-DT respectively. Only one clearing house established under the Banking Act may provide clearing services for Singapore dollar cheques and interbank fund transfer.

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Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(k) Advisory and other auxiliary financial services, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy (1) Commercial presence is required for

provision of investment and portfolio research and advice to the public. (2) None (3) Financial advisers can establish as branches, subsidiaries or representative offices. Representative offices cannot conduct business or act as agents. (1) None (2) None (3) None

(l) Provision and transfer of financial information, and financial data processing and related software by providers of other financial services (1) Unbound except for the provision of financial information by providers such as Reuters and Bloomberg. Measures taken are also limitations on national treatment. The Singapore (1) None for the provision of financial information by providers such as Reuters and Bloomberg.

27

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

branches of foreign banks can transmit data to their head offices and sister branches for processing provided proper controls exist, the integrity and confidentiality of the data/ information are safeguarded, and MAS is allowed on-site access to the data / information at the place where the data / information is processed. (2) Only the provision of financial information by providers such as Reuters and Bloomberg is allowed. Measures taken are also limitations on national treatment. (2) None

28

Modes of Supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional Commitments

(3) The provision of financial information by providers, such as Reuters and Bloomberg, is allowed. The provision of financial data processing services to banks and merchant banks is subject to domestic laws on protection of confidentiality of information of customers of banks and merchant banks. (3) None

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Chapter 10. TRADE IN SERVICES

SECTION A

ARTICLE 10.1

Scope and coverage

1. This Chapter applies to measures by the State Parties affecting trade in services taken by central, regional or local governments and authorities as well as by non-governmental bodies in the exercise of powers delegated by central, regional or local governments or authorities.

2. Nothing in this Chapter shall be construed to impose any obligation on the State Parties regarding government procurement.

3. This Chapter applies to measures of the State Parties affecting trade in services, with the exception of:

(a) national maritime cabotage [1] ;

(b) air services, including domestic and international air transport services, whether scheduled or non-scheduled, and related services in support of air services, other than:

(i) aircraft repair and maintenance services during which an aircraft is withdrawn from service;

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

(iii) computer reservation system (CRS) services;

(c) inland navigation.

4. The provisions of this Chapter shall not apply to subsidies granted or grants provided by a State Party, including government-supported loans, guarantees, and insurance [2].

5. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a State Party, nor shall it apply to measures regarding nationality, citizenship, residence or employment on a permanent basis.

6. The State Parties shall negotiate an Annex on Telecommunications Services, in a period not exceeding 3 (three) years after the date of entry into force of this Agreement, or as otherwise agreed by the State Parties.

7. This chapter shall not apply to any taxation measures.

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[1] Without prejudice to the scope of activities which may be considered as cabotage under the relevant laws and regulations of a State Party , national maritime cabotage under this Chapter covers transportation of passengers or goods between a port or point located in a Signatory MERCOSUR State and another port or point located in the same Signatory MERCOSUR State, including on its continental shelf (as provided in UNCLOS) and traffic originating and terminating in the same port or point located in the Signatory MERCOSUR State.

[2] For greater certainty, this paragraph includes any conditions attached to the receipt or continued receipt of such subsidies or grants, whether or not such subsidies or grants are offered exclusively to domestic services, service consumers, or service suppliers.

ARTICLE 10.2

Definitions

For the purposes of this Chapter:

(a) "trade in services" means the supply of a service:

(i) from the territory of a State Party into the territory of another State Party;

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

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

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

(b) "services" means any service in any sector, except services supplied in the exercise of governmental authority;

(c) "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;

(d) "service supplier" means any person that supplies, or seeks to supply, a service [3];

(e) "natural person of a State Party" means a person having the nationality of one of the State Parties according to their respective laws and regulations;

(f) "juridical person of a State Party" means a juridical person which is either:

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

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

(A) natural persons of that State Party; or

(B) juridical persons of that State Party identified under subparagraph (f)(i);

(g) "measure" means a law, regulation, rule, procedure, decision, administrative action or any other form of a measure by a State Party;

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

(i) "measures by a State Party affecting trade in services" include measures with respect to:

(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 that State Party to be

offered to the public generally;

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

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

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

(ii) the creation or maintenance of a branch or a representative office;

within the territory of a State Party for the purpose of supplying a service;

(k) "sector" of a service means:

(i) with reference to a commitment, one or more subsectors of that service, as specified in a State Party's Schedule in Annex II (Schedules of Specific Commitments for Services) or Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment); or

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

(l) "service of another State Party" means a service which is supplied,

(i) from or in the territory of that other State Party, or in the case of maritime transport, by a vessel registered under the laws and regulations of that other State Party, or by a person of that other State Party which supplies the service through the operation of a vessel 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 service supplier of that other State Party;

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

(n) "service consumer" means any person that receives or uses a service;

(o) "person" means either a natural person or a juridical person;

(p) "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, partnership, joint venture, sole proprietorship or association;

(q) a juridical person is:

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

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

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

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

ARTICLE 10.3

Market Access

1. With respect to market access through the modes of supply identified in subparagraph (a) of Article 10.2 (Definitions), a State Party making commitments in accordance with Article 10.7 (Schedules of Specific Commitments) shall accord services

and service suppliers of another State Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments for Services [4].

2. The measures which a State Party shall not maintain or adopt either on the basis of a regional subdivision or on the basis of its entire territory, either in sectors where market access commitments are undertaken and in accordance with its specific commitments, as provided in Article 10.7 (Schedules of Specific Commitments), or subject to its non-conforming measures, as provided in Article 10.8 (Schedules of Non-Conforming Measures) are defined as:

(a) limitations on the number of service suppliers whether in the form of numerical quotas, monopolies, exclusive service suppliers or the requirement 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];

(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.

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[4] If a State Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (a)(i) of Article 10.2 (Definitions) and if the cross-border movement of capital is an essential part of the service itself, that State Party is thereby committed to allow such movement of capital. If a State Party undertakes a market access commitment in relation to the supply of a service through the mode of supply referred to in subparagraph (a)(iii) of Article 10.2 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

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

ARTICLE 10.4

National Treatment

1. A State Party making commitments in accordance with Article 10.7 (Schedules of Specific Commitments) shall, in the sectors inscribed in its Schedule of Specific Commitments for Services, and subject to any conditions and qualifications set out therein, accord to services and service suppliers of another State Party, with respect to all measures affecting the supply of services, treatment no less favourable than it accords to its own like services and service suppliers [6].

2. A State Party making commitments in accordance with Article 10.8 (Schedules of Non-Conforming Measures) shall accord to services and service suppliers of another State 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, subject to its non-conforming measures as provided in Article 10.8. [7]

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

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

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

[7] Nothing in this Article shall be construed to require any State Party to compensate for any inherent competitive

disadvantages which result from the foreign character of the relevant services or service suppliers.

ARTICLE 10.5

Formal Requirements

Article 10.4 (National Treatment) does not prevent a State Party from adopting or maintaining a measure that prescribes formal requirements in connection with the supply of a service, provided that such requirements are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination. These measures include requirements:

(a) to obtain a licence, registration, certification, or authorisation in order to supply a service or as a membership requirement of a particular profession, such as requiring membership in a professional organisation or participation in collective compensation funds for members of professional organisations;

(b) for a service supplier to have a local agent for service or maintain a local address;

(c) to speak a national language or hold a driver's licence; or

(d) that a service supplier:

(i) post a bond or other form of financial security;

(ii) establish or contribute to a trust account;

(iii) maintain a particular type and amount of insurance;

(iv) provide other similar guarantees; or

(v) provide access to records.

SECTION B

ARTICLE 10.6

Scheduling of Commitments

1. Each State Party shall make commitments under Article 10.3 (Market Access) and Article 10.4 (National Treatment) in accordance with either Article 10.7 (Schedules of Specific Commitments) or Article 10.8 (Schedules of Non-Conforming Measures).

2. A State Party making commitments in accordance with Article 10.7 (Schedules of Specific Commitments) shall make commitments under the applicable paragraphs in Article 10.3 (Market Access) and Article 10.4 (National Treatment).

3. A State Party making commitments in accordance with Article 10.8 (Schedules of Non-Conforming Measures) shall make commitments under the applicable paragraphs in Article 10.3 (Market Access), Article 10.4 (National Treatment), Article 10.9 (Local Presence) and Article 10.10 (Most-Favoured-Nation Treatment).

ARTICLE 10.7

Schedules of Specific Commitments

1. A State Party making commitments in accordance with this Article shall set out in its Schedule in Annex II (Schedules of Specific Commitments for Services), the specific commitments it undertakes under Article 10.3 (Market Access) and Article 10.4 (National Treatment). With respect to sectors where such commitments are undertaken, each Schedule in Annex II (Schedules of Specific Commitments for Services) shall specify:

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments; and

(d) where appropriate, the timeframe for implementation of such commitments.

2. Measures inconsistent with both Article 10.3 (Market Access) and Article 10.4 (National Treatment) shall be inscribed in the column relating to Article 10.3 (Market Access). In this case, the inscription will be considered to provide a condition or qualification to Article 10.4 (National Treatment) as well.

ARTICLE 10.8

Schedules of Non-Conforming Measures

1. For a State Party making commitments in accordance with this Article, Article 10.3 (Market Access), Article 10.4 (National Treatment), Article 10.9 (Local Presence) and Article 10.10 (Most-Favoured-Nation Treatment) shall not apply to:

(a) any existing non-conforming measure that is maintained by that State Party at:

(i) the central level of government as set out by that State Party in List A of its Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment);

(ii) the regional level of government; or

(iii) the local level of government;

(b) the continuation or prompt renewal of any non-conforming measure referred to in subparagraph (a); or

(c) an amendment to any non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed at the date of entry into force of this Agreement, with Article 10.3 (Market Access), Article 10.4 (National Treatment), Article 10.9 (Local Presence) or Article 10.10 (Most-Favoured-Nation Treatment).

2. Article 10.3 (Market Access), Article 10.4 (National Treatment), Article 10.9 (Local Presence) and Article 10.10 (Most-Favoured-Nation Treatment) shall not apply to any measure that a State Party adopts or maintains with respect to sectors, sub-sectors or activities set out in List B of its Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment).

ARTICLE 10.9

Local Presence

A State Party making commitments in accordance with Article 10.8 (Schedules of Non-Conforming Measures) shall not require a service supplier of another State Party to establish or maintain a representative office, a branch, or any form of juridical person, or to be resident, in its territory as a condition for the supply of a service as described in subparagraphs (a)(i), (ii), or (iv) of Article 10.2 (Definitions), subject to its non-conforming measures as provided in Article 10.8 (Schedules of Non-Conforming Measures).

ARTICLE 10.10

Most-Favoured-Nation Treatment [8]

1. A State Party making commitments in accordance with Article 10.8 (Schedules of Non-Conforming Measures) shall, subject to its non-conforming measures set out in its Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment), accord to services and services suppliers of another State Party making commitments in accordance with Article 10.8 treatment no less favourable than that it accords, in like circumstances, to services and services suppliers of a non-State Party.

2. For greater certainty, whether treatment is accorded in "like circumstances" depends on the totality of the circumstances, including whether the relevant treatment distinguishes between services or services suppliers on the basis of legitimate public welfare objectives.

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[8] This Article shall not apply to Argentina, Paraguay and Uruguay. The treatment under this Article shall not be accorded to services and services suppliers of Argentina, Paraguay and Uruguay. For the purposes of this Article, "another State Party" means (a) for Singapore: Brazil; and (b) for Brazil: Singapore.

SECTION C

ARTICLE 10.11

Domestic Regulation [9]

1. Disciplines in this Article apply to measures by a State Party relating to licensing requirements and procedures and qualification requirements and procedures affecting trade in services.

2. For State Parties making commitments in accordance with Article 10.7 (Schedule of Specific Commitments), disciplines in this Article shall only apply to sectors for which the State Party has undertaken specific commitments and to the extent that these commitments apply.

3. For State Parties making commitments in accordance with Article 10.8 (Schedule of Non-Conforming Measures), disciplines in this Article do not apply to measures that a State Party adopts or maintains with respect to sectors, sub-sectors, or activities as set out by that State Party in its Schedule in Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment).

4. The State Parties recognise the right to regulate and to introduce new regulations on the supply of services within their territories in order to meet their policy objectives.

5. In accordance with paragraphs 2 or 3, each State Party shall ensure that all measures of general application affecting trade in services are administered in a reasonable, objective and impartial manner.

6. Where a State Party adopts or maintains a measure relating to licensing requirements and procedures, or qualification requirements and procedures, relating to trade in services, the State Party shall, with respect to that measure:

(a) ensure that requirements or procedures are based on criteria that are objective and transparent, such as competence and ability to supply a service; and

(b) ensure that procedures are reasonable, simple, and do not in themselves unduly prevent fulfilment of a requirement.

7. Each State Party shall ensure that licensing procedures, or qualification procedures used by the competent authority and decisions of the competent authority in the authorisation process are impartial with respect to all applicants. The competent authority should reach its decisions in an independent manner and in particular, should not be accountable to any person supplying a service.

8. To the extent practicable, each State Party shall avoid requiring an applicant to approach more than one competent authority for each application for authorisation [10].

9. Where authorisation is required for the supply of a service, the competent authorities of a State Party shall:

(a) to the extent practicable, permit an applicant to submit an application at any time throughout the year [11];

(b) allow a reasonable period for the submission of an application where specific time periods for applications exist;

(c) to the extent practicable, ascertain without undue delay the completeness of an application for processing under a State Party's laws and regulations;

(d) if they consider an application complete for processing under the State Party's laws and regulations [12], within a reasonable period of time after the submission of the application ensure that:

(i) the processing of the application is completed; and

(ii) the applicant is informed of the decision concerning the application [13] to the extent possible in writing [14] ;

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

(f) taking into account their competing priorities and resource constraints, endeavour to accept applications in electronic format; and

(g) accept copies of documents, that are authenticated in accordance with the State Party's laws and regulations, in place of original documents, unless the competent authorities require original documents to protect the integrity of the authorisation process.

10. Each State Party shall ensure that the authorisation fees [15] charged by its competent authorities are reasonable, transparent, based on authority set out in a measure, and do not in themselves restrict the supply of the relevant service.

11. Each State Party shall ensure that an authorisation, once granted, enters into effect without undue delay, subject to applicable terms and conditions [16].

12. If an application is considered incomplete under a State Party's laws and regulations, the State Party's competent authority shall, within a reasonable period of time, to the extent practicable, inform the applicant.

13. If an application is rejected, to the extent possible under a State Party's laws and regulations, either upon their own

initiative or upon request of the applicant, the State Party's competent authority shall inform the applicant of the reasons for rejection and, if applicable, the procedures for resubmission of an application; an applicant should not be prevented from submitting another application [17] solely on the basis of a previously rejected application.

14. Each State Party shall maintain or institute as soon as practicable judicial, arbitral, or administrative tribunals or procedures that provide for, on request of an affected service supplier of a State Party, a prompt review of, and if justified, appropriate remedies for, administrative decisions affecting trade in services. If such procedures are not independent of the agency entrusted with the administrative decision concerned, each State Party shall ensure that the procedures are applied in a way that provides for an objective and impartial review.

15. Nothing in paragraph 14 shall be construed to require a State Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

16. Where a State Party requires authorisation to supply a service, the State Party shall provide the information necessary to comply with the requirements and procedures for obtaining, maintaining, amending and renewing such authorisation. Such information shall include, where it exists:

(a) fees;

(b) contact information of relevant competent authorities;

(c) procedures for appeal or review of decisions concerning applications;

(d) procedures for monitoring or enforcing compliance with the terms and conditions of licenses or qualifications;

(e) opportunities for public involvement, such as through hearings or comments;

(f) indicative timeframes for processing of an application; and

(g) the requirements and procedures.

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[9] For greater certainty, this Article will not apply to measures of the State Parties relating to licensing requirements and procedures and qualification requirements and procedures that affect trade in financial services as defined in Annex 10-B (Financial Services).

[10] For greater certainty, a State Party may require multiple applications for authorisation where a service is within the jurisdiction of multiple competent authorities.

[11] Competent authorities are not required to start considering applications outside of their official working hours and working days.

[12] Competent authorities may require that all information is submitted in a specified format to consider it "complete for processing".

[13] Competent authorities may meet this requirement by informing an applicant in advance in writing, including through a published measure, that lack of response after a specified period of time from the date of submission of an application indicates acceptance of the application or rejection of the application.

[14] "In writing" may include in electronic form.

[15] Authorisation fees do not include payments for auction, the use of natural resources, royalties, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

[16] Competent authorities are not responsible for delays due to reasons outside their competence.

[17] Competent authorities may require that the content of such an application be revised.

ARTICLE 10.12

Recognition

1. For the purposes of fulfilment, in whole or in part, of its relevant standards or criteria for authorisation, licensing or certification of service suppliers, and subject to the requirements of paragraph 3, a State Party may recognise the education or experience obtained, requirements met, or licences or certifications granted in a particular country, including any State

Party and non-State Parties. Such recognition may be based upon an agreement or arrangement with the country concerned, or accorded autonomously.

2. Where a State Party recognises, by agreement or arrangement, the education or experience obtained, requirements met, or licences or certifications granted, in a non-State Party, that State Party shall afford another State 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 State Party accords recognition autonomously, it shall afford adequate opportunity for another State Party to demonstrate that the education or experience obtained, requirements met, or licences or certifications granted, in the territory of that State Party should also be recognised.

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

4. For State Parties making commitments in Article 10.10 (Most Favoured-Nation Treatment), nothing in that Article shall be construed to require any State Party to accord such recognition to the education or experience obtained, requirements met, or licences or certifications granted in another State Party.

ARTICLE 10.13

Disclosure of confidential information

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

ARTICLE 10.14

Monopolies and Exclusive Service Suppliers

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

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

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

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

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

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

ARTICLE 10.15

Payments and transfers

1. Except under the circumstances referred to in Article 19.10 (Temporary Safeguard Measures) of Chapter 19 (Institutional, General and Final Provisions), a State Party shall not apply restrictions on international transfers and payments for current transactions relating to its commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the State Parties under the Articles of Agreement of the IMF, including the use of exchange actions, which are in conformity with the Articles of Agreement of the IMF, provided that a State Party shall not impose restrictions on capital transactions inconsistent with its commitments under this Chapter regarding such transactions, except under Article 19.10 (Temporary Safeguard Measures) of Chapter 19 (Institutional, General and Final Provisions Chapter) or on request of the IMF.

ARTICLE 10.16

Denial of Benefits

A State Party may deny the benefits of this Chapter to:

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

(b) a juridical person, if it establishes that it is a juridical person of a non-State Party;

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

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

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

ARTICLE 10.17

Subcommittee on Trade in Services

1. A Subcommittee on Trade in Services is hereby established, composed of representatives of each State Party.

2. The functions of the Subcommittee on Trade in Services shall include monitoring, collaborating and considering any matter arising under or relating to the implementation or operation of this Chapter and its Annexes. This includes the support of relevant bodies or authorities in pursuing the activities listed in this Chapter and its Annexes.

3. The Subcommittee may meet as necessary, as mutually agreed by the State Parties.

ARTICLE 10.18

Annexes

The following Annexes form an integral part of this Chapter:

(a) Annex 10-A (Professional Services);

(b) Annex 10-B (Financial Services);

(c) Annex 10-C (Postal Services);

(d) Annex II (Schedules of Specific Commitments for Services);

(e) Annex III (Schedules of Reservations and Non-Conforming Measures for Services and Investment).

Chapter 11. MOVEMENT OF NATURAL PERSONS

ARTICLE 11.1

Scope

1. This Chapter applies to measures affecting the temporary entry and stay of natural persons of a State Party into the territory of another State Party under any of the categories referred to in the latter-mentioned State Party's Appendix in Annex 11-A (Schedules of Commitments on Movement of Natural Persons).

2. This Chapter shall not apply to measures affecting natural persons of a State Party seeking access to the employment market of another State Party, nor shall it apply to measures regarding citizenship, nationality, permanent residence, or employment on a permanent basis.

3. The sole fact of requiring a visa for natural persons shall not be regarded as nullifying or impairing the provisions of this Agreement.

4. Nothing in this Agreement shall be construed to prevent a State Party from applying measures to regulate the entry of natural persons of another State Party into, or their temporary stay in its territory, including those measures necessary to protect the integrity of its borders, 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 another State Party under this Chapter.

ARTICLE 11.2

Definitions

For the purposes of this Chapter:

(a) "natural person" means a natural person of a State Party as defined in subparagraph (e) of Article 10.2 of Chapter 10 (Trade in Services);

(b) "temporary entry and stay" means entry and stay by a natural person of a State Party as covered by this Chapter without the intent to establish permanent residence; and

(c) "immigration formality" means a visa, permit, pass or electronic authorisation or other document granting temporary entry and stay.

ARTICLE 11.3

General principles

This Chapter reflects the common objective to facilitate the temporary entry and stay of natural persons in accordance with the State Parties' commitments in their respective Appendices in Annex 11-A (Schedules of Commitments on Movement of Natural Persons), and the need to establish transparent information on and procedures for the temporary entry and stay.

ARTICLE 11.4

Grant of temporary entry and stay

1. Each State Party shall grant temporary entry and stay to natural persons who comply with measures applicable to temporary entry and stay and other related measures, such as those related to public health and safety and national security, in accordance with this Chapter, to the extent provided for in that State Party's commitments in its Appendix in Annex 11-A (Schedules of Commitments on Movement of Natural Persons).

2. Each State Party shall set out in its Appendix in Annex 11-A (Schedules of Commitments on Movement of Natural Persons) the commitments it makes with regard to temporary entry and stay of natural persons which shall specify the conditions and limitations for temporary entry and stay, including the length of stay, for each category of persons specified by that State Party.

3. For greater certainty, nothing in this Chapter shall prevent a State Party or its relevant professional bodies from adopting or maintaining any applicable licensing or other requirements.

4. The sole fact that a State Party grants temporary entry and stay to a natural person of another State Party pursuant to this Chapter shall not be construed to exempt that natural person from meeting any applicable licensing or other requirements, including any mandatory codes of conduct, to practise a profession or otherwise engage in business activities.

ARTICLE 11.5

Application procedures

1. The competent authorities of each State Party shall, as expeditiously as possible, process applications for an immigration formality of natural persons of another State Party, including applications for extensions thereof.

2. Upon request by an applicant, the competent authorities of a State Party shall provide, without undue delay, information concerning the status of the application.

3. The competent authorities of each State Party shall notify the applicant of the outcome of the application after a decision has been taken. The notification shall include, if applicable, the period of stay and any other terms and conditions.

4. The State Parties shall endeavour to accept and process applications in electronic format.

ARTICLE 11.6

Provision of information

1. Recognising the importance of the transparency of information pertaining to the temporary entry and stay of natural persons, each State Party shall make publicly available information necessary for an effective application for the granting of temporary entry and stay in its territory. Such information shall be kept updated.

2. The information referred to in paragraph 1 shall include, in particular, a description of:

(a) categories of immigration formalities relevant to the temporary entry and stay of natural persons covered by this Chapter;

(b) requirements and procedures for application for, and issuance of, temporary entry and stay, including information on documentation required, conditions to be met and method of filing; and

(c) requirements and procedures for application for, and issuance of, renewed temporary stay.

3. Each State Party shall provide the other State Parties with details of relevant publications or websites where information referred to in paragraph 2 is made available.

ARTICLE 11.7

Dispute Settlement

1. A State Party may not initiate proceedings under Chapter 18 (Dispute Settlement) regarding a refusal to grant temporary entry and stay of natural persons under this Chapter unless:

(a) the matter involves a pattern of practice; and

(b) the natural persons affected have exhausted all available administrative remedies regarding the refusal of temporary entry and stay.

2. The remedies referred to in subparagraph (b) of paragraph 1 shall be deemed to be exhausted if a final determination in the matter has not been issued by the competent authority within 1 (one) year of the date of the institution of an administrative proceedings for the remedy, including any proceedings for review or appeal, and the failure to issue such a determination is not attributable to delays caused by the natural persons concerned.

ARTICLE 11.8

Contact points

1. Each State Party shall establish contact points to facilitate access for natural persons of another State Party to the information referred to in Article 11.6 (Provision of information). The contact points are:

(a) for Singapore, the Ministry of Trade and Industry;

(b) for Argentina, el Ministerio de Relaciones Exteriores, Comercio Internacional y Culto (the Ministry of Foreign Affairs, International Trade and Worship);

(c) for Brazil, o Ministério das Relações Exteriores (the Ministry of Foreign Affairs);

(d) for Paraguay, el Ministerio de Relaciones Exteriores (the Ministry of Foreign Affairs); and

(e) for Uruguay, el Ministerio de Relaciones Exteriores (the Ministry of Foreign Affairs).

2. The contact points shall meet as necessary to exchange information as described in Article 11.6 (Provision of information) and to consider matters pertaining to this Chapter, such as the implementation and administration of this Chapter.

ARTICLE 11.9

Relation to other Chapters

1. Nothing in this Agreement shall impose any obligation on a State Party regarding its immigration measures, except as provided in this Chapter and Chapter 1 (Initial Provisions and Definitions), Chapter 18 (Dispute Settlement) and Chapter 19 (Institutional, General and Final Provisions).

2. Nothing in this Chapter shall be construed to impose obligations or commitments with respect to other Chapters of this Agreement.

ANEXOS

Apéndice 11-A-1 - Lista de Compromisos de Argentina

Apéndice 11-A-2 - Lista de Compromisos de Brasil

Apéndice 11-A-3 -Lista de Compromisos de Paraguay

Apéndice 11-A-4 - Lista de Compromisos de Uruguay

Apéndice 11-A-5 - Lista de Compromisos de Singapur

Chapter 12. ELECTRONIC COMMERCE

ARTICLE 12.1

Definitions

For purposes of this Chapter:

(a) "electronic authentication" means the process or act of verifying the identity of a party to an electronic communication or transaction or [1] ensuring the integrity of an electronic communication;

(b) "personal information" means any information, including data, about an identified or identifiable natural person;

(c) "commercial electronic message" means an electronic message which is sent for commercial purposes to an electronic address of a person [2] through telecommunication services, comprising at least electronic mail and to the extent provided for under domestic laws and regulations, other types of messages; and

(d) "unsolicited commercial electronic message" means a commercial electronic message that is sent without the consent of the recipient or despite the explicit rejection of the recipient.

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[1] It is understood that 'or' includes 'and' and thus encompasses situations where both or either functions are performed.

[2] For greater certainty, the "electronic address of a person" does not cover IP addresses.

ARTICLE 12.2

Scope and general principles

1. This Chapter applies to measures adopted or maintained by a State Party with respect to trade by electronic means.

2. Considering the potential that electronic commerce has as an instrument for social and economic development, the State Parties recognise the importance of:

(a) clarity, transparency and predictability of their national policy frameworks to facilitate, to the extent possible, the development of electronic commerce;

(b) interoperability, innovation and competition to facilitate electronic commerce; and

(c) international and national policies concerning electronic commerce taking into account the interests of all users, including enterprises, consumers, non-governmental organisations and relevant public institutions.

3. For greater certainty, measures adopted or maintained by a State Party with respect to trade by electronic means are subject to the relevant provisions of other Chapters and Annexes of this Agreement, including exceptions, reservations, specific commitments or non-conforming measures that are applicable to those obligations.

4. This Chapter shall not apply to:

(a) government procurement;

(b) information held or processed by, or on behalf of, a State Party or measures related to that information; or

(c) subsidies or grants provided by a State Party or a state enterprise, including government-supported loans, guarantees, and insurance.

5. In the event of an inconsistency between this Chapter and another Chapter, the other Chapter prevails to the extent of the inconsistency.

ARTICLE 12.3

Domestic electronic transactions framework

1. Each State Party shall not deny the legal validity of a transaction, including a contract, solely on the basis that the transaction is in electronic form, except in circumstances provided for under its laws and regulations.

2. For greater certainty, paragraph 1 does not prevent a State Party from requiring that certain categories of contracts be concluded by non-electronic means.

3. Each State Party shall endeavour to:

(a) avoid any undue regulatory burden on electronic transactions;

(b) facilitate input by interested persons, where appropriate, in the development of its legal framework for electronic transactions; and

(c) foster transparency regarding the legal framework for electronic transactions.

ARTICLE 12.4

Electronic authentication

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

2. A State Party shall not adopt or maintain measures for electronic authentication that would:

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

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

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

4. The State Parties shall encourage the use of interoperable electronic authentication and work towards the mutual recognition of electronic authentication.

ARTICLE 12.5

Online consumer protection

1. The State Parties recognise the importance of transparent and effective measures that enhance consumer confidence and trust in electronic commerce. Each State Party shall adopt or maintain measures to proscribe misleading, fraudulent and deceptive commercial activities that cause harm, or potential harm, to consumers engaged [3] in electronic commerce.

2. Misleading, fraudulent and deceptive commercial activities include:

(a) making material misrepresentations [4], including implied factual misrepresentations, or false claims as to matters such as qualities, price, suitability for purpose, quantity or origin of goods or services;

(b) advertising goods or services for supply without intention or reasonable capability to supply;

(c) failing to deliver goods or provide services to a consumer after the consumer is charged unless justified on reasonable grounds; or

(d) charging a consumer for services or goods not requested.

3. To protect consumers engaged in electronic commerce, each State Party shall endeavour to adopt or maintain measures that aim to ensure:

(a) that suppliers of goods and services deal fairly and honestly with consumers;

(b) that suppliers provide complete, accurate, and transparent information on goods and services including any terms and conditions of purchase; and

(c) the safety of goods and, where applicable, services during normal or reasonably foreseeable use.

4. The State Parties recognise the importance of affording to consumers who are engaged in electronic commerce consumer protection at a level not less than that afforded to consumers who are engaged in other forms of commerce.

5. The State Parties recognise the importance of cooperation between their respective consumer protection agencies or other relevant bodies including the exchange of information and experience, as well as cooperation in appropriate cases of mutual concern regarding the violation of consumer rights in relation to electronic commerce in order to enhance online consumer protection, where mutually agreed.

6. The State Parties shall endeavour to promote access to, and awareness of, consumer redress or recourse mechanisms, including for consumers transacting cross-border.

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[3] For the purposes of this Article, the term 'engaged' includes the pre-transaction phase of electronic commerce.

[4] For the purposes of this Article, material misrepresentations refer to misrepresentations that are likely to affect a consumer's conduct or decision to use or purchase a good or service.

ARTICLE 12.6

Unsolicited commercial electronic communication

1. State Parties recognise the importance of promoting confidence and trust in electronic commerce, including through transparent and effective measures that limit unsolicited commercial electronic messages.

2. Each State Party shall adopt or maintain measures that:

(a) require suppliers of commercial electronic messages to facilitate the ability of recipients to prevent ongoing reception of those messages;

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

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

3. Each State Party shall endeavour to ensure that commercial electronic messages are clearly identifiable as such, clearly disclose on whose behalf they are sent, and contain the necessary information to enable recipients to request cessation free of charge and at any time.

4. Each State Party shall endeavour to provide access to either redress or recourse against suppliers of unsolicited commercial electronic messages that do not comply with the measures adopted or maintained pursuant to paragraph 2.

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

ARTICLE 12.7

Paperless trading

1. Each State Party shall endeavour to make any form issued or controlled by its customs authority and other government agencies for export, import and transit available to the public in electronic format.

2. Each State Party shall endeavour to accept any form issued or controlled by its customs authority and other government agencies for export, import and transit submitted electronically as the legal equivalent of the paper version of those documents.

3. A State Party shall not be required to apply paragraphs 1 and 2 where:

(a) there is an international legal requirement to the contrary; or

(b) doing so would reduce the effectiveness of the trade administrative process.

4. Each State Party shall endeavour to develop data exchange systems to support the exchange of electronic records used in commercial cross-border trading activities of enterprises within each State Party's respective territory.

ARTICLE 12.8

Electronic invoicing

1. The State Parties recognise the importance of electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions.

2. The State Parties also recognise the benefits of interoperable electronic invoicing systems in the context of international trade and the importance of exchanging information on the adoption of best practices related to interoperable systems for electronic invoicing.

ARTICLE 12.9

Cooperation

Recognising the global nature of electronic commerce, the State Parties shall endeavour to:

(a) work together to facilitate the use of electronic commerce by small and medium sized enterprises;

(b) share information and experiences on laws, regulations, and programs in the sphere of electronic commerce, including those related to the protection of personal information, consumer confidence and protection, security in electronic communication, e-government, the recognition of electronic signatures, including digital signatures, and facilitation of interoperable cross border electronic authentication;

(c) work together to promote cross-border information flows to support a dynamic environment for electronic commerce;

(d) encourage development by the private sector of methods of self-regulation that foster electronic commerce, including codes of conduct, model contracts, guidelines and enforcement mechanisms;

(e) participate actively in regional and multilateral forums to promote the development of electronic commerce, including in relation to the development and application of international standards for electronic commerce; and

(f) promote information and communications technologies accessibility for people with specific needs, including persons with disabilities, and under-represented groups, including indigenous peoples, people living in rural and remote areas, women and girls, and youth and children.

ARTICLE 12.10

Cooperation on cybersecurity matters

The State Parties recognise the importance of:

(a) building the capabilities of their national entities responsible for cyber security, including computer security incident response; and

(b) using existing collaboration mechanisms to cooperate on matters related to cyber security, including to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the State Parties.

Chapter 13. GOVERNMENT PROCUREMENT

ARTICLE 13.1

Introduction

This Chapter is based on Special and Differential Treatment for Signatory MERCOSUR States with a view to enabling the opportunity for Signatory MERCOSUR States to enjoy the full benefits of this Chapter in an effective and balanced manner. Special and Differential Treatment provisions for Signatory MERCOSUR States~~—~~ necessary to preserve and promote their economic development through, inter alia, differentiated thresholds, the possibility to apply offsets, policies favoring Micro, Small and Medium Enterprises (hereinafter referred to as "MSMEs"), or excluding specific goods and services~~—~~ shall be reflected in this Chapter, taking into consideration the different levels of development amongst the State Parties. Paraguay's double asymmetric condition being landlocked and of a relatively lower economic development shall be given additional considerations than those given to other Signatory MERCOSUR States in general.

ARTICLE 13.2

Scope and coverage

1. This Chapter shall apply to any measure regarding covered procurement, whether or not it is conducted by electronic means.

2. For the purposes of this Chapter, covered procurement means procurement for governmental purposes:

(a) of goods, services, or any combination thereof:

(i) as specified in each State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement); and

(ii) not procured with a view to commercial sale or resale, or for use in the production or supply of goods or services for commercial sale or resale;

(b) by any contractual means, including: purchase; lease; and rental or hire purchase, with or without an option to buy;

(c) for which the value, as estimated in accordance with Article 13.4 (Valuation of Contracts), equals or exceeds the relevant threshold specified in a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) at the time of publication of a notice in accordance with Article 13.13 (Notices);

(d) by a procuring entity; and

(e) that is otherwise not excluded from coverage in paragraph 3 or in a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

3. Except where provided otherwise in a State Party's Appendix, this Chapter shall not apply to:

(a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;

(b) non-contractual agreements or any form of assistance that a State Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;

(c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;

(d) public employment contracts;

(e) procurement conducted:

(i) for the specific purpose of providing international assistance, including development aid;

(ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project; or

(iii) under the particular procedure or condition of an international organisation, or funded by international grants, loans or other assistance where the applicable procedure or condition would be inconsistent with this Chapter.

(f) public procurement undertaken among public entities, regardless of whether they are included in Sections A, B and C of a State Party’s Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) ; or

(g) procurement made outside the territory of a State Party, for consumption outside the territory of that State Party;

4. Each State Party shall specify the following information in its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement):

(a) in Section A (Central Entities), the central government entities whose procurement is covered by this Chapter;

(b) in Section B (Sub-central Entities), the sub-central government entities whose procurement is covered by this Chapter;

(c) in Section C (Other Entities), all other entities whose procurement is covered by this Chapter;

(d) in Section D (Goods), the goods covered by this Chapter;

(e) in Section E (Services), the services, other than construction services, covered by this Chapter;

(f) in Section F (Construction Services), the construction services covered by this Chapter;

(g) in Section G (General Notes), any General Notes;

(h) In Section H (Means of Publication), means of publications; and

(i) In Section I (Threshold Adjustment Formula), the applicable Threshold Adjustment Formula.

ARTICLE 13.3

Definitions

For the purposes of this Chapter:

(a) "commercial goods or services" means goods or services of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, nongovernmental buyers for nongovernmental purposes;

(b) "construction service" means a service that has as its objective the realisation by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification ("CPC");

(c) "days" means calendar days;

(d) "electronic auction" means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re ranking of tenders;

(e) "in writing" or "written" means any worded or numbered expression that can be read, reproduced and later communicated. It may include electronically transmitted and stored information;

(f) "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 branch, corporation, trust, partnership, joint venture, sole proprietorship or association;

(g) "limited tendering" means a procurement procedure whereby the procuring entity contacts a supplier or suppliers of its choice;

(h) "measure" means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;

(i) "multi-use list" means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

(j) "natural person" means a national or permanent resident of a Signatory MERCOSUR State or a national of Singapore;

(k) "notice of intended procurement" means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;

(l) "offsets" means any condition or undertaking that encourages local development or improves a State Party’s balance-of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter trade and similar action or requirement;

(m) "open tendering" means a procurement procedure whereby all interested suppliers may submit a tender;

(n) "person" means a natural person or a juridical person;

(o) "procuring entity" means an entity covered under a State Party's Sections A, B or C to this Chapter;

(p) "publish" means to disseminate information through paper or electronic means that is distributed widely and is readily accessible to the general public;

(q) "qualified supplier" means a supplier that a procuring entity recognises as having satisfied the conditions for participation;

(r) "selective tendering" means a procurement procedure whereby only qualified suppliers are invited by the procuring entity to submit a tender;

(s) "services" includes construction services, unless otherwise specified;

(t) "standard" means a document approved by a recognised body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, or related processes and production methods, with which compliance is not mandatory. It may also include or deal exclusively with terminology, symbols, packaging, marking or labelling

requirements as they apply to a good, service, process or production method;

(u) "supplier" means a person or group of persons that provides or could provide goods or services to a procuring entity; and

(v) "technical specification" means a tendering requirement that:

(i) lays down the characteristics of goods or services to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or

(ii) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

ARTICLE 13.4

Valuation of contracts

1. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall:

(a) neither divide a procurement into separate procurements nor select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter; and

(b) include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account:

(i) all forms of remuneration, including premiums, fees, commissions, interest or other revenue stream that may be provided for under the contract; and

(ii) where the procurement provides for the possibility of options, the total value of such options.

2. Where an individual requirement for a procurement results in the award of more than one contract, or in the award of contracts in separate parts ("recurring contracts"), the calculation shall be based on the estimated maximum total value of the procurement. The estimation of the maximum total value may be based on:

(a) the value of recurring contracts of the same type of good or service awarded during the preceding 12 (twelve) months or the procuring entity's preceding fiscal year, adjusted, where possible, to take into account anticipated changes in the quantity or value of the good or service being procured over the following 12 (twelve) months; or

(b) The estimated value of recurring contracts of the same type of good or service to be awarded during the 12 (twelve) months following the initial contract award or the procuring entity's fiscal year.

3. In the case of procurement by lease, rental or hire purchase of goods or services, or procurement for which a total price is not specified, the basis for valuation may be:

(a) in the case of a fixed-term contract:

(i) where the term of the contract is 12 (twelve) months or less, the total estimated maximum value for its duration; or

(ii) where the term of the contract exceeds 12 (twelve) months, the total estimated maximum value, including any estimated residual value;

(b) where a State Party's laws and regulations allow for contracts to be concluded for an indefinite period and a total price is not specified, the estimated monthly installment multiplied by 48 (forty-eight); and

(c) where it is not certain whether the contract is to be a fixed-term contract, valuation based on subparagraph (b).

ARTICLE 13.5

Security and general exceptions

1. Nothing in this Chapter shall be construed to prevent any State Party from taking any action or not disclosing any information that it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.

2. Subject to the requirement that such measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between State Parties where the same conditions prevail, or a disguised restriction on international trade, nothing in this Chapter shall be construed to prevent any State Party from imposing or enforcing

measures:

(a) necessary to protect public morals, order or safety;

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

(c) necessary to protect intellectual property; or

(d) relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.

3. The State Parties understand that subparagraph (b) of paragraph 2 includes environmental measures necessary to protect human, animal, or plant life or health.

Article 13.6

National Treatment and non-discrimination

1. With respect to any measure related to covered procurement:

(a) Singapore, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the Signatory MERCOSUR States and to the suppliers of the Signatory MERCOSUR States offering such goods and services, treatment no less favorable than the treatment accorded to its own goods, services and suppliers; and

(b) each Signatory MERCOSUR State, including its procuring entities, shall accord immediately and unconditionally to the goods and services of Singapore and to the suppliers of Singapore offering such goods and services, treatment no less favorable than the treatment accorded to its own goods, services and suppliers.

2. With respect to any measure regarding covered procurement, Singapore and each Signatory MERCOSUR State, including their respective procuring entities, shall not:

(a) treat a locally established supplier of another State Party less favourably than another locally established supplier on the basis of degree of foreign affiliation to, or ownership by, a person of that other State Party; nor

(b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of another State Party.

3. This Article shall not apply to customs duties and charges of any kind imposed on, or in connection with, importation, the method of levying such duties and charges, or to other import regulations or formalities and measures affecting trade in services different from the ones which specifically regulate covered procurement under this Chapter.

ARTICLE 13.7

Use of electronic means

1. The State Parties shall conduct covered procurement by electronic means to the widest extent possible and may cooperate in developing and expanding the use of electronic means in government procurement systems.

2. When conducting covered procurement by electronic means, a procuring entity shall:

(a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and inter-operable with other generally available information technology systems and software; and

(b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access.

ARTICLE 13.8

Conduct of procurement

1. A procuring entity shall conduct covered procurement in a transparent and impartial manner that:

(a) is consistent with this Chapter, using procedures such as open tendering, selective tendering and limited tendering;

(b) avoids conflicts of interest; and

(c) prevents corrupt practices.

2. A State Party may establish or maintain sanctions against such corrupt practices consistent with its laws and regulations.

3. For greater certainty, nothing in this Chapter shall be construed to prevent a State Party from developing new procurement policies, procedures or contractual means, provided that they are not inconsistent with this Chapter.

ARTICLE 13.9

Rules of origin

For the purposes of covered procurement, a State Party shall not apply rules of origin to goods imported from another State Party that are different from the rules of origin that the State Party applies at the same time in the normal course of trade to imports of the same goods from the same State Party.

ARTICLE 13.10

Denial of benefits

A State Party may deny the benefits of this Chapter to a service supplier of another State Party if such supplier:

(a) is a juridical person of that other State Party not engaged in substantive business operation in the territory of that other State Party; or

(b) is a person that supplies the service from the territory of a non-Party.

ARTICLE 13.11

Offsets

Signatory MERCOSUR States may, in the qualification and selection of suppliers, goods or services, or in the evaluation of tenders and award of contracts, impose, seek or consider offsets.

ARTICLE 13.12

Information on the procurement system

Each State Party shall:

(a) promptly publish any law, regulation, judicial decision or administrative ruling of general application, standard contract clause mandated by law or regulation and incorporated by reference in notices or tender documentation and procedure regarding covered procurement, and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and

(b) provide an explanation thereof to another State Party, on request.

2. Each State Party shall list in Section H (Means of Publication) of its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement):

(a) the electronic or paper media in which the State Party publishes the information described in subparagraph (a) of paragraph 1; and

(b) the electronic or paper media in which the State Party publishes the notices required by Article 13.13 (Notices), Article 13.15(7) (Qualification of Suppliers), and Article 13.22(2) (Transparency of Procurement Information).

3. Each State Party shall promptly notify the other State Parties of any modification to the State Party's information listed in Section H (Means of Publication) of its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

ARTICLE 13.13

Notices

1. For each covered procurement, a procuring entity shall publish a notice of intended procurement in the appropriate paper or electronic medium listed in Section H (Means of Publication) of the State Party’s Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), except in the circumstances described in Article 13.19 (Limited Tendering). Such medium shall be widely disseminated and such notice shall remain readily accessible to the public, at least until the expiration of the time period indicated in the notice. Procuring entities are encouraged to publish their notices by electronic means free of charge through a single point of access.

2. Unless otherwise provided for in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in the tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement:

(a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;

(b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity;

(c) for recurring contracts, an estimate, if possible, of the timing of subsequent notices of intended procurement;

(d) a description of options, if any;

(e) the timeframe for delivery of goods or services or the duration of the contract;

(f) the procurement procedure that will be used and whether it will involve negotiation or electronic auction;

(g) where applicable, the address and any final date for the submission of requests for participation in the procurement;

(h) the address and the final date for the submission of tenders;

(i) the language or languages in which tenders or requests for participation may be submitted, if they may be submitted in a language other than an official language of the State Party of the procuring entity;

(j) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith; and

(k) where, pursuant to Article 13.15 (Qualification of Suppliers), a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, where applicable, any limitation on the number of suppliers that will be permitted to tender.

3. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement in one of the WTO official languages. The summary notice shall contain at least the following information:

(a) the subject matter of the procurement;

(b) the final date for the submission of tenders or, where applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and

(c) the address from which documents relating to the procurement may be requested.

4. Procuring entities are encouraged to publish in the appropriate paper or electronic medium listed in Section H (Means of Publication) of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), as early as possible in each fiscal year, a notice regarding their future procurement plans ("notice of planned procurement"). The notice of planned procurement should include the subject matter of the procurement and the planned date or indicative period of the publication of the notice of intended procurement.

5. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) may use a notice of planned procurement as a notice of intended procurement provided that the notice of planned procurement includes as much of the information referred to in paragraph 2 as is available to the procuring entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

ARTICLE 13.14

Conditions for participation

1. A procuring entity shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement.

2. In establishing the conditions for participation, a procuring entity:

(a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously

been awarded one or more contracts by a procuring entity of that State Party or that the supplier has prior work experience in the territory of a given State Party; and

(b) may require relevant prior experience where essential to meet the requirements of the procurement.

3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:

(a) shall evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the State Party of the procuring entity; and

(b) shall base its evaluation on the conditions that the procuring entity has specified in advance in notices or tender documentation.

4. Where there is supporting evidence, a State Party, including its procuring entities, may exclude a supplier on grounds such as:

(a) bankruptcy;

(b) false declarations;

(c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;

(d) final judgments in respect of serious crimes or other serious offences;

(e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier;

(f) failure to pay taxes; or

(g) other sanctions and grounds provided for in a State Party's laws and regulations that disqualify the supplier to contract with entities of that State Party provided that these sanctions and grounds are not inconsistent with the Chapter.

ARTICLE 13.15

Qualification of suppliers

1. A State Party may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.

2. Each State Party shall endeavour to ensure that:

(a) its procuring entities make efforts to minimise differences in their qualification procedures; and

(b) where its procuring entities maintain registration systems, the entities make efforts to minimise differences in their registration systems.

3. A State Party that uses supplier registration systems or qualification procedures shall not adopt or apply such systems or procedures with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of another State Party in its procurement. A State Party shall ensure that all requirements for inclusion in such supplier registration system or for participation in such qualification procedure are publicly available.

4. If a State Party provides for the possibility for a procuring entity to use selective tendering, the procuring entity shall:

(a) include in the notice of intended procurement at least the information specified in subparagraphs (a), (b), (f), (g), (j) and (k) of Article 13.13(2) (Notices) and invite suppliers to submit a request for participation; and

(b) provide, by the commencement of the time period for tendering, at least the information specified in subparagraphs (c), (d), (e), (h) and (i) of Article 13.13(2) (Notices) to the qualified suppliers that it notifies as specified in sub-paragraph (b) of Article 13.17(3) (Time periods).

5. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.

6. Where the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 4, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph 5.

7. A procuring entity, where the laws and regulations of the State Party to which it belongs permit, may maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:

(a) published annually; and

(b) where published by electronic means, made available continuously,

in the appropriate medium listed in Section H (Means of Publication) of the State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

8. The notice provided for in paragraph 7 shall include:

(a) a description of the goods or services, or categories thereof, for which the list may be used;

(b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions;

(c) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the list;

(d) the period of validity of the list and the means for its renewal or termination, or, where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and

(e) an indication that the list may be used for procurement covered by this Chapter.

9. Notwithstanding paragraph 7, where a multi-use list will be valid for 3 (three) years or less, a procuring entity may publish the notice referred to in paragraph 7 only once, at the beginning of the period of validity of the list, provided that the notice:

(a) states the period of validity and that further notices will not be published; and

(b) is published by electronic means and is made available continuously during the period of its validity.

10. A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

11. Where a supplier that is not included on a multi-use list submits a request for participation in a procurement based on a multi-use list and all required documents, within the time period provided for in Article 13.17(2) (Time periods), a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement on the grounds that the procuring entity has insufficient time to examine the request, unless, in exceptional cases, due to the complexity of the procurement, the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders.

12. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement)may use a notice inviting suppliers to apply for inclusion on a multi-use list as a notice of intended procurement, provided that:

(a) the notice is published in accordance with paragraph 7 and includes the information required under paragraph 8, as much of the information required under Article 13.13(2) (Notices) as is available, and a statement that it constitutes a notice of intended procurement or that only the suppliers on the multi use list will receive further notices of procurement covered by the multi-use list; and

(b) the procuring entity promptly provides to suppliers that have expressed to the procuring entity an interest in a given procurement, sufficient information to permit them to assess their interest in the procurement, including all remaining information required in Article 13.13(2) (Notices), to the extent that such information is available.

13. A procuring entity covered under Section B (Sub-Central Entities) and Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) may allow a supplier that has applied for inclusion on a multi-use list in accordance with paragraph 10 to tender in a given procurement, where there is sufficient time for the procuring entity to examine whether the supplier satisfies the conditions for participation.

14. A procuring entity shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi-use list of the procuring entity's decision with respect to the request or application.

15. Where a procuring entity rejects a supplier's request for participation in a procurement or application for inclusion on a multi-use list, ceases to recognise a supplier as qualified, or removes a supplier from a multi-use list, the procuring entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation

of the reasons for its decision.

ARTICLE 13.16

Technical specifications and tender documentation

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of precluding competition, discriminating between suppliers, or otherwise creating unnecessary obstacles to trade between the State Parties.

2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, where appropriate:

(a) set out the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and

(b) base the technical specification on international standards, where such exist; otherwise, on national technical regulations, recognised national standards or building codes.

3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity should indicate, where appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfill the requirements of the procurement by including words such as "or equivalent" in the tender documentation.

4. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in such cases, the procuring entity includes words such as "or equivalent" in the tender documentation.

5. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

6. For greater certainty, a State Party, including its procuring entities, may, in accordance with this Article, prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment.

7. A procuring entity shall make available to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, such documentation shall include a complete description of:

(a) the procurement, including the nature and the quantity of the goods or services to be procured or, where the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials;

(b) any conditions for participation of suppliers, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;

(c) all evaluation criteria the procuring entity will apply in the awarding of the contract, and, except where price is the sole criterion, the relative importance of such criteria;

(d) where the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;

(e) where the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;

(f) where there will be a public opening of tenders, the date, time and place for the opening and, where appropriate, the persons authorised to be present;

(g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, such as whether on paper or by electronic means; and

(h) any dates for the delivery of goods or the supply of services.

8. In establishing any date for the delivery of goods or the supply of services being procured, a procuring entity shall take into account such factors as the complexity of the procurement, the extent of subcontracting anticipated and the realistic time required for production, de-stocking and transport of goods from the point of supply or for supply of services.

9. The evaluation criteria set out in the notice of intended procurement or tender documentation may include, among others, price and other cost factors, quality, technical merit, environmental characteristics and terms of delivery.

10. A procuring entity shall promptly provide, on request, the tender documentation to any interested supplier, and reply to any reasonable request for relevant information by an interested or participating supplier, or make the information available, provided that the information does not give that supplier an advantage over other suppliers and that the request was presented within the time limits set out in the notice of intended procurement or the tender documentation.

11. A procuring entity may require bidders to provide guarantees for maintaining the offer, and the successful bidder to provide a guarantee for the execution of the contract.

12. Where, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing all such modifications or amended or reissued notice or tender documentation:

(a) to all suppliers that are participating at the time of the modification, amendment or reissuance, where such suppliers are known to the procuring entity, and in all other cases, in the same manner as the original information was made available; and

(b) in adequate time to allow such suppliers to modify and resubmit amended tenders, as appropriate.

ARTICLE 13.17

Time periods

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as:

(a) the nature and complexity of the procurement;

(b) the extent of subcontracting anticipated; and

(c) the time necessary for transmitting tenders by nonelectronic means from foreign as well as domestic points where electronic means are not used.

Such time periods, including any extension of the time periods, shall be the same for all interested or participating suppliers.

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 25 (twenty-five) days from the date of publication of the notice of intended procurement. Where a state of urgency duly substantiated by the procuring entity renders this time period impracticable, the time period may be reduced to not less than 10 (ten) days.

3. Except as provided for in paragraphs 4, 5, 7 and 8, a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 (forty) days from the date on which:

(a) in the case of open tendering, the notice of intended procurement is published; or

(b) in the case of selective tendering, the procuring entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

4. A procuring entity may reduce the time period for tendering established in accordance with paragraph 3 to not less than 10 (ten) days where:

(a) The procuring entity has published a notice of planned procurement as described in Article 13.13(4) (Notices) at least 40 (forty) days and not more than 12 (twelve) months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:

(i) a description of the procurement;

(ii) the approximate final dates for the submission of tenders or requests for participation;

(iii) the address from which documents relating to the procurement may be obtained; and

(iv) as much of the information that is required for the notice of intended procurement under Article 13.13(2) (Notices), as is

available;

(b) the procuring entity, for recurring contracts, indicates in an initial notice of intended procurement that subsequent notices will provide time periods for tendering based on this paragraph; or

(c) a state of urgency duly substantiated by the procuring entity renders the time period for tendering established in accordance with paragraph 3 impracticable.

5. A procuring entity may reduce the time period for tendering established in accordance with paragraph 3 by 5 (five) days for each one of the following circumstances:

(a) the notice of intended procurement is published by electronic means;

(b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; or

(c) the procuring entity accepts tenders by electronic means.

6. The use of paragraph 5, in conjunction with paragraph 4, shall in no case result in the reduction of the time period for tendering established in accordance with paragraph 3 to less than 10 (ten) days from the date on which the notice of intended procurement is published.

7. Notwithstanding any other provision in this Article, where a procuring entity purchases commercial goods or services, or any combination thereof, it may reduce the time period for tendering established in accordance with paragraph 3 to not less than 13 (thirteen) days, provided that it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. In addition, where the procuring entity accepts tenders for commercial goods or services by electronic means, it may reduce the time period established in accordance with paragraph 3 to not less than 10 (ten) days.

8. Where a procuring entity that is covered under Section B (Sub-Central Entities) or Section C (Other Entities) of a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement)has selected all or a limited number of qualified suppliers, the time period for tendering may be fixed by mutual agreement between the procuring entity and the selected suppliers. In the absence of agreement, the period shall not be less than 10 (ten) days.

ARTICLE 13.18

Negotiations

1. A State Party may provide for its procuring entities to conduct negotiations:

(a) where the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article 13.13(2) (Notices); or

(b) where it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation.

2. A procuring entity shall:

(a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and

(b) where negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

ARTICLE 13.19

Limited tendering

1. Provided that it does not use this provision for the purpose of avoiding competition among suppliers or in a manner that discriminates against suppliers of another State Party or protects domestic suppliers, a procuring entity may use limited tendering, and according to its laws and regulations, may choose not to apply Article 13.13 (Notices), Article 13.14 (Conditions for Participation), Article 13.15 (Qualification of Suppliers), Article 13.16(7) to (11) (Technical Specifications and Tender Documentation), Article 13.17 (Time periods), Article 13.18 (Negotiations), Article 13.20 (Electronic Auctions) and Article 13.21 (Treatment of Tenders and Awarding of Contracts) only under any of the following circumstances:

(a) where:

(i) no tenders were submitted or no suppliers requested participation;

(ii) no tenders that conform to the essential requirements of the tender documentation were submitted;

(iii) no suppliers satisfied the conditions for participation; or

(iv) the tenders submitted have been collusive,

provided that the requirements of the tender documentation are not substantially modified;

(b) where the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:

(i) the requirement is for a work of art;

(ii) the protection of patents, copyrights or other exclusive rights; or

(iii) due to an absence of competition for technical reasons;

(c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement where a change of supplier for such additional goods or services:

(i) cannot be made for economic or technical reasons such as requirements of inter-changeability or inter-operability with existing equipment, software, services or installations procured under the initial procurement; and

(ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;

(d) insofar as is strictly necessary where, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the goods or services could not be obtained in time using open tendering or selective tendering;

(e) for goods purchased on a commodity market;

(f) where a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development. Original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs. Subsequent procurements of these developed goods or services, however, shall not be subject to this subparagraph.

(g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers;

(h) where a contract is awarded to a winner of a design contest provided that:

(i) the contest has been organised in a manner that is consistent with the principles of this Chapter, in particular relating to the publication of a notice of intended procurement; and

(ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner; or

(i) where additional construction services that were not included in the initial contract but that were within the objectives of the original tender documentation have, due to unforeseeable circumstances by the procuring entity, become necessary to complete the construction services described therein. However, the total value of contracts awarded for additional construction services shall not exceed the limits set forth in the laws and regulations of a State Party, which shall in no case exceed 50 % of the value of the main contract.

2. A procuring entity shall maintain records or prepare a report in writing on each contract awarded under paragraph 1. The records or the report shall include the name of the procuring entity, the value and kind of goods or services procured and a statement indicating the circumstances and conditions described in paragraph 1 that justified the use of limited tendering.

ARTICLE 13.20

Electronic auctions

1. Where a procuring entity intends to conduct a covered procurement using an electronic auction, the procuring entity shall provide each participant, before commencing the electronic auction, with:

(a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or reranking during the auction;

(b) the results of any initial evaluation of the elements of its tender where the contract is to be awarded on the basis of the most advantageous tender; and

(c) any other relevant information relating to the conduct of the auction.

ARTICLE 13.21

Treatment of tenders and awarding of contracts

1. A procuring entity shall receive, open and treat all tenders in accordance with procedures that guarantee the fairness and impartiality of the procurement process, and the confidentiality of tenders.

2. Where a procuring entity provides a supplier with an opportunity to correct errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers, provided that the correction of the error does not substantially alter the submitted tender, nor affect the principles of transparency and fair competition between suppliers.

3. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.

4. Unless a procuring entity determines that it is not in the public interest to award a contract, the procuring entity shall award the contract to the supplier that the procuring entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:

(a) the most advantageous tender; or

(b) where price is the sole criterion, the lowest price.

5. Where a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted or the estimated procurement value, the procuring entity may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.

6. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations under this Chapter.

7. A State Party may provide that if, for reasons imputable to the successful supplier, the contract is not concluded within a reasonable time, or the successful supplier does not fulfil the required guarantee for the execution of the contract, or does not comply with the contract terms, the contract may be awarded to the next tenderer and so forth.

ARTICLE 13.22

Transparency of procurement information

1. A procuring entity shall promptly inform participating suppliers of the procuring entity's contract award decisions and, on request of a supplier, shall do so in writing. Subject to Article 13.23(2) and (3) (Disclosure of Information), a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select its tender and the relative advantages of the successful supplier's tender.

2. No later than 72 (seventy-two) days after the award of each contract covered by this Chapter, a procuring entity shall promptly publish a notice in the appropriate paper or electronic medium listed in Section H (Means of Publication of the State Party’s Appendix in Annex 13-A (Schedule of Commitments on Government Procurement)). Where the procuring entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:

(a) a description of the goods or services procured;

(b) the name and address of the procuring entity;

(c) the name of the successful supplier;

(d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;

(e) the date of award; and

(f) the type of procurement procedure used, and in cases where limited tendering was used in accordance with Article 13.19 (Limited Tendering), a description of the circumstances justifying the use of limited tendering.

3. Each procuring entity shall, for a period of at least 3 (three) years from the date it awards a contract, maintain:

(a) the documentation and reports or records of tendering procedures and contract awards relating to covered procurement, including the reports or records required under Article 13.19 (Limited Tendering); and

(b) data that demonstrate how covered procurement by electronic means has been conducted from the publication of the notice to the award of the contract.

4. Each State Party shall communicate to the other State Parties the available and comparable statistics relevant to the procurement covered by this Chapter.

ARTICLE 13.23

Disclosure of information

1. On request of a State Party, another State Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the State Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the State Party that provided the information.

2. Notwithstanding any other provision of this Chapter, a State Party, including its procuring entities, shall not provide to any supplier information that might prejudice fair competition between suppliers.

3. Nothing in this Chapter shall be construed to require a State Party, including its procuring entities, authorities and review bodies, to disclose confidential information where disclosure:

(a) would impede law enforcement;

(b) might prejudice fair competition between suppliers;

(c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or

(d) would otherwise be contrary to the public interest.

ARTICLE 13.24

Domestic review procedures

1. Each State Party shall provide a timely, effective, transparent and non-discriminatory administrative or judicial review procedure through which a supplier may challenge:

(a) breaches of this Chapter; or

(b) a failure to comply with a State Party's measures implementing this Chapter, where the supplier does not have a right to challenge directly a breach of this Chapter under the laws and regulations of a State Party

arising in the context of a covered procurement, in which the supplier has, or has had, an interest. The procedural rules for all challenges shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the State Party of the procuring entity may encourage that procuring entity and the supplier to seek resolution of the complaint through consultations. The procuring entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10 (ten) days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

4. Each State Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge by a supplier arising in the context of a covered procurement.

5. Where a body other than an authority referred to in paragraph 4 initially reviews a challenge, the State Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

6. Each State Party shall ensure that a review body that is not a court shall have its decision subject to judicial review or have procedures that provide that:

(a) the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;

(b) the participants to the proceedings (hereinafter referred to as "participants") shall have the right to be heard prior to a decision of the review body being made on the challenge;

(c) the participants shall have the right to be represented and accompanied;

(d) the participants shall have access to all proceedings;

(e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and

(f) the review body shall make its decisions or recommendations in a timely fashion, in writing, and shall include an explanation of the basis for each decision or recommendation.

7. Each State Party shall adopt or maintain procedures that provide for:

(a) Rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied. Just cause for not acting shall be provided in writing; and

(b) Corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or both, if a review body determines that there has been a breach or a failure as referred to in paragraph 1.

ARTICLE 13.25

Modifications and rectifications to coverage

1. A State Party may propose to modify or rectify its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

2. When a State Party intends to modify an Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), the State Party shall:

(a) notify the other State Parties in writing; and

(b) include in the notification a proposal for appropriate compensatory adjustments to the other State Parties to maintain a level of coverage comparable to that existing prior to the modification.

3. Notwithstanding subparagraph (b) of paragraph 2, a State Party does not need to provide compensatory adjustments if the proposed modification covers a procuring entity over which the State Party has effectively eliminated its control or influence over that procuring entity's covered procurement.

4. If another State Party disputes that:

(a) an adjustment proposed under subparagraph (b) of paragraph 2 is adequate to maintain a comparable level of mutually agreed coverage; or

(b) the modification covers an entity over which the State Party has effectively eliminated its control or influence under paragraph 3,

it shall object in writing within 45 (forty-five) days of receipt of the notification referred to in sub-paragraph (a) of paragraph 2. If no such objection is submitted within 45 (forty-five) days after having received the notification, the proposed modification shall become effective.

5. The following changes to a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) shall be considered a rectification of a purely formal nature, provided that they do not affect the mutually agreed coverage provided for in this Chapter:

(a) a change in the name of a procuring entity;

(b) a merger of 2 (two) or more procuring entities listed within its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement); and

(c) the separation of a procuring entity listed in its Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) into 2 (two) or more procuring entities that are all added to the entities listed in the same Appendix in Annex 13-A (Schedule of Commitments on Government Procurement).

The State Party making such rectification of a purely formal nature shall not be obliged to provide for compensatory adjustments.

6. In the case of proposed rectifications to a State Party's Appendix in Annex 13-A (Schedule of Commitments on Government Procurement), the State Party shall notify the other State Parties every 2 (two) years following the entry into force of this agreement.

7. A State Party may notify the other State Parties of an objection to a proposed rectification within 45 (forty-five) days from having received the notification. Where a State Party submits an objection, it shall set out the reasons why it believes the proposed rectification is not a change provided for in paragraph 5, and describe the effect of the proposed rectification on the mutually agreed coverage provided for in the Agreement. If no such objection is submitted in writing within 45 (forty-five) days after having received the notification, the proposed rectification shall become effective.

8. If another State Party objects to the proposed modification or rectification, or to the proposed compensatory adjustments, the State Parties shall seek to resolve the issue through consultations, including any request of additional information. If no agreement is found within 60 (sixty) days after the receipt of the objection, the State Parties may refer the matter to the dispute settlement procedures under Chapter 18 (Dispute Settlement) unless the State Parties agree to extend the deadline. Once the State Parties agree through consultations or on the basis of a final arbitral award of an arbitration panel under Article 18.13 (Interim Report and Final Arbitral Award) of

18 (Dispute Settlement), the Joint Committee shall modify forthwith the relevant Appendix in Annex 13-A (Schedule of Commitments on Government Procurement) to reflect the agreed modifications or rectifications or the agreed compensatory adjustments.

9. The consultation procedure pursuant to paragraph 8 is without prejudice to the consultation pursuant to Article 18.6 (Consultations) of Chapter 18 (Dispute Settlement).

ARTICLE 13.26

Facilitation of participation of Micro, Small and Medium Enterprises

1. The State Parties recognise the important contribution that MSMEs can make to economic growth and employment, and the importance of facilitating their participation in government procurement.

2. If available, a State Party shall, upon request of another State Party, grant information regarding its measures aimed at promoting, encouraging and facilitating the participation of MSMEs in government procurement.

3. To facilitate participation by MSMEs in government procurement, each State Party shall, to the extent possible and if appropriate:

(a) share information relevant to MSMEs;

(b) endeavour to make all tender documentation available free of charge; and

(c) undertake activities aimed at facilitating the participation of MSMEs in government procurement.

ARTICLE 13.27

Government procurement subcommittee

The State Parties hereby establish a Subcommittee on Government Procurement (hereinafter referred to as ''Subcommittee''), composed of government representatives of each State Party. On request of a State Party, the Subcommittee shall meet to address matters related to the operation of this Chapter, such as:

(a) exchange of information on topics of mutual interest, including exchanges on procurement statistical data;

(b) cooperation between the State Parties, as provided for in Article 13.28 (Cooperation in Government Procurement);

(c) facilitation of participation by MSMEs in covered procurement, as provided for in Article 13.26 (Facilitation of participation of Micro, Small and Medium Enterprises); and

(d) discussion of any other matters related to the operation of this Chapter.

ARTICLE 13.28

Cooperation in government procurement

1. The State Parties recognise the importance of cooperation with a view to achieving a better understanding of their respective government procurement systems as well as better access to their respective markets, in particular for MSMEs.

2. The State Parties shall endeavour to cooperate to ensure an effective implementation of this Chapter.

3. The State Parties shall endeavour to cooperate in matters such as, inter alia:

(a) facilitating participation by suppliers in government procurement, in particular, with respect to MSMEs;

(b) exchanging experiences and information, such as regulatory frameworks, best practices and statistics including sustainable procurement;

(c) developing and expanding the use of electronic means in government procurement systems;

(d) providing capacity building and technical assistance to suppliers with a view to facilitate access to the government procurement markets of each State Party; and

(e) institutional strengthening for the fulfilment of this Chapter including inter alia, capacity building activities, transfer of knowledge, and training of government officials.

Chapter 14. COMPETITION POLICY

ARTICLE 14.1

Definitions

For the purposes of this Chapter:

(a) "Competition Advocacy" means non-enforcement actions by the competition authorities to promote competition; where applicable, such non-enforcement actions may be defined under the competition laws of a State Party;

(b) "Competition Authority" means any authority responsible for the enforcement of each State Party's respective competition laws;

(c) "Competition Laws" means laws and regulations of a State Party governing anticompetitive business conduct;

(d) "Enforcement Proceedings" means judicial or administrative proceedings following an investigation into an alleged violation of the Competition Laws.

ARTICLE 14.2

Objectives

1. The State Parties recognise that anticompetitive business conduct has the potential to distort the proper functioning of markets and undermine the benefits of trade liberalisation. The State Parties seek to take appropriate measures to proscribe such conduct, implement policies to promote competition and cooperate on matters covered by this Chapter to help secure the benefits of this Agreement.

2. The State Parties agree that the following anticompetitive business conduct, which is subject to the imposition of sanctions or other penalties in accordance with their respective Competition Laws, is incompatible with this Agreement, in so far as such conduct may affect trade between the State Parties:

(a) agreements between enterprises, decisions by associations of enterprises and concerted practices, which have as their

object or effect the prevention, restriction or distortion of competition;

(b) any abuse by one or more enterprises of a dominant position or a substantial market power; and

(c) concentrations between enterprises, which significantly impede effective competition, as specified in the respective Competition Laws of the State Parties.

ARTICLE 14.3

Competition Laws and Competition Authorities

1. Each State Party shall adopt or maintain Competition Laws that proscribe anticompetitive business conduct, with the objective of encouraging competition in order to promote economic efficiency, and shall take appropriate action with respect to such conduct.

2. Each State Party shall apply its Competition Laws to all commercial activities within its territory. This paragraph does not prevent a State Party from applying its Competition Laws to commercial activities outside its territory that have anticompetitive effects within its jurisdiction.

3. Each State Party may provide for certain exclusions or exemptions from the application of its Competition Laws provided that those exclusions or exemptions are transparent, are in accordance with its Competition Laws, and are based on public policy grounds or public interest grounds.

4. Each State Party shall maintain a Competition Authority that enforces its Competition Laws in accordance with the objectives of this Chapter, and shall ensure that its Competition Authority does not discriminate on the basis of nationality.

5. Each State Party shall ensure independence in decision-making by its Competition Authority in relation to the enforcement of its Competition Laws.

ARTICLE 14.4

Due Process in Enforcement of Competition Laws

1. The State Parties recognise the importance of enforcing their respective Competition Laws in a transparent, timely, and non-discriminatory manner, respecting the principles of procedural fairness and rights of defence of the persons under investigation for possible violation of Competition Laws.

2. Each State Party shall ensure that its Competition Authority affords a person under investigation for possible violation of the Competition Laws of that State Party reasonable opportunity to be heard by that Competition Authority with respect to significant legal, factual or procedural issues that arise during the investigation.

3. Each State Party shall ensure that before it imposes a sanction or remedy against a person for violating its Competition Laws, it affords that person:

(a) information about its Competition Authority's competition concerns, including the identification of the specific Competition Laws alleged to have been violated and the associated maximum potential penalties, if not publicly available;

(b) a reasonable opportunity to have access to information within the Competition Authority's possession that is necessary to prepare an adequate defence to the Competition Authority's allegations, in a manner that is consistent with each State Party's laws and regulations;

(c) a reasonable opportunity to be represented by legal counsel; and

(d) a reasonable opportunity to be heard and present evidence or testimony in that person's defence.

4. Each State Party shall provide a person that is subject to the imposition of a sanction or remedy for violation of its Competition Laws with the opportunity to seek review of the sanction or remedy, including review of alleged substantive or procedural errors, in a court or other independent tribunal established under that State Party's laws and regulations.

5. Each State Party may authorise its Competition Authority to resolve alleged violations voluntarily by consent of the Competition Authority and the person subject to the investigation. A State Party may provide for this voluntary resolution to be subject to approval in accordance with each State Party's laws and regulations.

6. Each State Party shall provide for the protection of confidential information obtained by its Competition Authority during the investigative process. If a State Party's Competition Authority uses or intends to use that information in an enforcement proceeding, the State Party shall, if it is permissible under its law and as appropriate, allow the person under investigation or

the person's legal counsel timely access to information that is necessary to prepare an adequate defence to the Competition Authority's allegations.

ARTICLE 14.5

Transparency

1. The State Parties recognise the value of making their competition enforcement policies as transparent as possible.

2. Each State Party shall ensure that its Competition Laws are publicly available.

3. On request of another State Party, a State Party shall make available to the requesting State Party public information concerning:

(a) its competition law enforcement policies and practices [1]; and

(b) exclusions or exemptions under its Competition Laws, provided that the request specifies the particular good or service and market of concern and includes information explaining how the exclusions or exemptions may hinder trade or investment between the State Parties.

4. Each State Party shall ensure that a final decision by its Competition Authority finding a violation of its Competition Laws is made available in writing and sets out findings of fact and the reasoning, including legal and, if applicable, economic analysis, on which the decision is based.

5. Each State Party shall further ensure that a final decision referred to in paragraph 4 and any order implementing that decision are published, or , if publication is not practicable, are otherwise made available to the public in a manner that enables interested persons and other Parties to become acquainted with them.

6. Each State Party shall ensure that the version of the decision or order that is published or otherwise made available to the public is redacted to the extent necessary to be consistent with that State Party's laws and regulations regarding confidentiality and privilege and the need to safeguard information on the grounds of public policy or public interest. A State Party's Competition Authority will oppose, to the fullest extent possible, the disclosure of confidential information protected under that State Party's Competition Laws.

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[1]For greater certainty, disclosure of competition enforcement policies and practices would not necessarily involve the provision of internal operating procedures and documents.

ARTICLE 14.6

Cooperation

1. The State Parties recognise that anticompetitive business conduct transcends national borders and that cooperation and coordination between the State Parties to foster effective competition law enforcement is important and in the public interest.

2. The State Parties shall cooperate pursuant to this Article in a manner compatible with their respective laws, regulations and mutual interests, and within their reasonably available resources.

3. Each State Party shall cooperate, as appropriate:

(a) in the areas of competition policy by exchanging information on the development of those policies;

(b) on issues of competition law enforcement, including through notification, exchange of non-confidential information, investigative and enforcement assistance, and consultation and coordination on investigations of a cross-border dimension [2] ; and

(c) in exceptional circumstances, the competition authorities may exchange confidential information after careful examination, on a case-by-case basis, and only either under specific written waiver from the person providing such confidential information or as authorised by each State Party's laws and regulations.

4. A State Party's Competition Authority may consider entering into a cooperation arrangement or agreement with the respective authorities of another State Party that sets out mutually agreed terms of cooperation.

5. Recognising that the State Parties can benefit by sharing their diverse experience in developing, administering and

enforcing their competition laws and policies, the State Parties' Competition Authority shall consider undertaking mutually agreed technical cooperation activities to strengthen and improve effective enforcement and advocacy of Competition Laws in their respective jurisdictions, including:

(a) providing advice or training on relevant issues, including through the exchange of officials;

(b) exchanging information and experiences on Competition Advocacy, including ways to promote a culture of competition; and

(c) assisting a State Party as it implements a new competition law.

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[2] For greater certainty, cooperation under this Article shall not prevent the State Party's Competition Authority from making independent decisions.

ARTICLE 14.7

Consultations

1. Each State Party shall designate a contact point to facilitate consultations under this Article.

2. In order to foster understanding between the State Parties, or to address specific matters that arise under this Chapter, on request of another State Party, a State Party may enter into consultations with the requesting State Party. In its request, the requesting State Party shall indicate, if relevant, how the matter affects trade or investment between the State Parties. The State Party addressed may accord full and sympathetic consideration to the concerns of the requesting State Party.

3. To facilitate the discussion regarding the matter of consultations, each State Party shall endeavour to provide relevant non-confidential or non-privileged information to the State Party requesting consultations.

4. It is recognised that entering into such consultations is without prejudice to any action under each State Party's Competition Laws and to the full freedom of ultimate decision of the Party concerned.

ARTICLE 14.8

Non-application of dispute settlement

The Parties shall not have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 15. INTELLECTUAL PROPERTY

SECTION A

GENERAL PROVISIONS

ARTICLE 15.1

Scope

1. The State Parties recall their commitments under the international treaties dealing with intellectual property, including the TRIPS Agreement and the Paris Convention for the Protection of Industrial Property done in Paris on 20 March 1883, as revised at Stockholm on 14 July 1967 (hereinafter referred to as "Paris Convention"). The provisions of this Chapter shall complement the rights and obligations of the State Parties under the TRIPS Agreement and other international treaties in the field of intellectual property to which the State Parties are party.

2. For the purposes of this Chapter, the term "intellectual property rights" refers to:

(a) copyright and related rights;

(b) patents;

(c) trademarks;

(d) designs;

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

(f) geographical indications; and

(g) protection of undisclosed information.

ARTICLE 15.2

Objectives

The Parties recognise that the protection and enforcement of intellectual property rights should contribute to the promotion of technological innovation 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 15.3

Principles

A State 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.

ARTICLE 15.4

Public health

1. The State Parties recognise the importance of the Declaration on the TRIPS Agreement and Public Health, adopted in Doha on 14 November 2001 by the Ministerial Conference of the WTO (hereinafter referred to as the "Doha Declaration"). In interpreting and implementing the rights and obligations under this Chapter, the State Parties shall ensure consistency with this Declaration. Accordingly, the State Parties affirm that this Chapter can and shall be interpreted in a manner supportive of each State Party's right to protect public health and, in particular, to promote access to medicines for all.

2. The State Parties shall respect the Decision of the WTO General Council on Implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health, adopted on 30 August 2003, as well as the Decision of the WTO General Council on Amendment of the TRIPS Agreement, adopting the Protocol Amending the TRIPS Agreement, adopted on 6 December 2005.

ARTICLE 15.5

Exhaustion

Each State Party shall be free to establish its own regime for the exhaustion of intellectual property rights subject to the relevant provisions of the TRIPS Agreement.

SECTION B

STANDARDS CONCERNING INTELLECTUAL PROPERTY RIGHTS

SUB-SECTION 1

COPYRIGHT AND RELATED RIGHTS

ARTICLE 15. 6

Protection granted

1. The State Parties reaffirm their rights and obligations under the following international agreements taking into consideration that the obligations and rights under these treaties are not binding on those that are not parties to them:

(a) Articles 2 through 20 of the Berne Convention for the Protection of Literary and Artistic Works, done in Berne on 9 September 1886 as amended on 28 September 1979 (hereinafter referred to as "the Berne Convention");

(b) Articles 1 through 22 of the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations, done at Rome on 18 May 1984 (hereinafter referred to as the "Rome Convention");

(c) Articles 1 through 12 of the Marrakesh Treaty to facilitate access for persons who are blind, visually impaired, or

otherwise print disabled, done in Marrakesh on 27 June 2013 (hereinafter referred to as the "Marrakesh Treaty");

(d) Article 1 through 14 of the WIPO Copyright Treaty, done in Geneva on 20 December 1996 (hereinafter referred to as the "WCT"); and

(e) Articles 1 through 23 of the WIPO Performances and Phonograms Treaty, done in Geneva on 20 December 1996 (hereinafter referred to as the "WPPT").

ARTICLE 15.7

Term of protection

1. The rights of an author of a literary or artistic work within the meaning of Article 2 of the Berne Convention shall run for the life of the author and not less than for 50 (fifty) years or, where the laws and regulations of the State Party so provide, for 70 (seventy) years after the author's death.

2. In the case of anonymous or pseudonymous works, the term of protection shall run for not less than 50 (fifty) years or, where the laws and regulations of the State Party so provide, for 70 (seventy) years, after the work is lawfully made available to the public. However, when the pseudonym adopted by the author leaves no doubt about his or her identity, or if the author discloses his or her identity during the period referred to in the first sentence, the term of protection applicable shall be that laid down in paragraph 1.

3. The term of protection of photographic and cinematographic works shall be established by each State Party according to its laws and regulations.

4. The rights of performers and producers of phonograms shall expire in no less than 50 (fifty) years or, where the laws and regulations of the State Party so provide, 70 (seventy) years [1] . This Chapter shall not prevent each State Party from limiting the protection that it accords to those performances that are fixed in phonograms.

5. The term of protection for broadcasts shall be no less than 20 (twenty) years from the end of the year in which the broadcast was first made.

6. The terms laid down in this Article shall be calculated based on the event which gives rise to them in the manner provided by the State Parties' respective laws and regulations.

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[1] Each State Party may provide that the publication or lawful communication to the public of the fixation of the performance or of the phonogram must occur within a defined period of respectively the date of the performance (in the case of the performers) or the date of the fixation (in the case of producers of phonograms). Each State Party may also provide that failing such publication of the phonogram within the defined period, the term of protection may be calculated based on when the phonogram was fixed.

ARTICLE 15.8

Presumptions relating to copyright or related rights

In civil proceedings involving copyright or related rights, each State Party shall provide for a presumption that, at least with respect to a literary or artistic work, performance or phonogram, in the absence of proof to the contrary, the person whose name appears on such work, performance or phonogram in the usual manner, is the right holder and is consequently entitled to institute infringement proceedings.

SUB-SECTION 2

TRADEMARKS

ARTICLE 15.9

International agreements

The State Parties shall comply with all international agreements on trademarks which they have ratified and shall make their best efforts to ratify or accede to the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, adopted at Madrid on June 27, 1989, as amended on October 3, 2006 and on November 12, 2007 (hereinafter referred to as the "Madrid Protocol").

ARTICLE 15.10

Registration procedure

Each State Party shall provide for a system for the registration of trademarks in which the relevant trademark administration shall give reasons for a refusal to register a trademark in writing. The applicant shall have the opportunity to appeal against such refusal before a judicial authority. Each State Party shall introduce the possibility for third parties to oppose trademark applications. Each State Party shall provide a publicly available electronic database of trademark applications and trademark registrations [2] .

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[2] For greater certainty, the Parties agree that for the purposes of this paragraph, the opportunity to appeal includes the possibility of review by a judicial or quasi-judicial authority, according to each State Party's laws and regulations.

ARTICLE 15.11

Well-known trademarks

The Parties shall protect well-known trademarks in accordance with the TRIPS Agreement. In determining whether a trademark is well-known, the Parties agree to take into consideration the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks (adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of the WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO on 20 to 29 September 1999) [3] .

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[3] For greater certainty, the Parties recognise that laws and regulations may differ amongst the State Parties.

ARTICLE 15.12

Exceptions to the rights conferred by a trademark

The State Parties may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that such exceptions take account of the legitimate interests of the owner of the trademark and of third parties.

SUB-SECTION 3

GEOGRAPHICAL INDICATIONS [4]

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[4] For the purposes of this Chapter, "geographical indications" means indications which identify a good as originating in the territory of a State 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.

ARTICLE 15.13

Protection of Geographical Indications

1. Recognising the importance of the protection of geographical indications, each State Party shall provide a system for the protection of geographical indications in accordance with the TRIPS Agreement and protect the geographical indications of another State Party in accordance with its laws and regulations.

2. Each State Party agrees that the system for the registration and protection of geographical indications in its territory for such categories of wines and spirits and agricultural products and foodstuffs as it deems appropriate shall contain the following elements, such as:

(a) a register for the geographical indications protected in their respective territories;

(b) an administrative process to verify that geographical indications comply with the conditions set forth in the laws and regulations of the respective State Party; and

(c) an objection procedure that allows the legitimate interests of third parties to be taken into account.

3. Each State Party shall, through their competent national agencies, provide for a system that facilitates, in an expeditious manner, the registration and protection of the geographical indications of each State Party listed in Annex 15-A1.

4. For the purposes of expediting the registration and protection of geographical indications, each State Party shall:

(a) maintain a focal point in charge of receiving all the enquiries from applicants or authorities of the other State Party during the procedure of registration of the geographical indications;

(b) process all the applications for the registration and protection of a geographical indication without the imposition of unreasonable formalities;

(c) provide for the appointment of an authorised representative to accomplish all the procedures related to the registration and protection of a geographical indication on behalf of eligible applicants in the territory of the other State Party;

(d) provide for the establishment of an electronic online system for the purposes of handling all notifications and communications with the competent authorities; and

(e) provide for the use of digital means to accomplish all the administrative formalities for the registration of geographical indications.

5. Upon requirement of the Joint Committee, the State Parties shall inform the Joint Committee of the geographical indications listed in Annex 15-A1 that have been registered. Annex 15-A3 shall be updated accordingly by decision of the Joint Committee.

6. A State Party shall maintain a publicly accessible online enquiry channel to provide information and respond to questions related to the registration process of the geographical indications in each territory.

7. Annex 15-A2 sets out a representative list of geographical indications (other than listed in Annex 15-A1) in the territory of the State Parties. Where a geographical indication of a State Party not listed in Annex 15-A1, whether listed or not in Annex 15-A2, is registered, upon requirement of the Joint Committee, the State Parties shall inform the Joint Committee of this registration. Annex 15-A3 shall be updated accordingly by decision of the Joint Committee.

8. In the case of homonymous geographical indications, protection shall be accorded to each indication, subject to the provisions of Article 22(4) of the TRIPS Agreement. Each State Party shall determine the practical conditions under which the homonymous indications in question will be differentiated from each other, taking into account the need to ensure equitable treatment of the producers concerned and that consumers are not misled.

SUB-SECTION 4

DESIGNS

Article 15.14

Requirements for protection of registered designs

1. The State Parties shall provide for the protection of independently created industrial designs that are new or original. This protection shall be provided by registration and shall confer exclusive rights upon their holders in accordance with the provisions of this Sub-Section [5].

2. Design protection shall not extend to designs dictated essentially by technical or functional considerations.

3. A design right shall not subsist in a design which is contrary to public order or to accepted principles of morality [6].

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[5] It is understood that designs are not excluded from protection simply on the basis that they constitute a part of an article or product, provided that they are visible, fulfil the criteria of this paragraph, and:

(a) fulfil any other criteria for design protection; and

(b) are not otherwise excluded from design protection, under the State Parties' respective laws and regulations.

For greater certainty, this article does not require a State Party to provide design protection for parts of articles in isolation if not already provided for in its laws and regulations.

[6] Nothing in this Article precludes a State Party from providing other specified exclusions from design protection under its laws and regulations. The State Parties understand that such exclusions shall not be extensive.

ARTICLE 15.15

Rights conferred by registration

The owner of a protected design shall have the right to prevent third parties, not having the owner's consent, from at least making, offering for sale, selling or importing articles bearing or embodying a design which is a copy, or substantially a copy, of the protected design, when such acts are undertaken for commercial purposes.

ARTICLE 15.16

Term of protection

The duration of protection available shall, including renewals, amount to at least 15 (fifteen) years of protection.

ARTICLE 15.17

Exceptions

The State Parties may provide limited exceptions to the protection of designs, provided that such exceptions do not unreasonably conflict with the normal exploitation of protected industrial designs and do not unreasonably prejudice the legitimate interests of the owner of the protected design, taking account of the legitimate interests of third parties.

SUB-SECTION 5

PATENTS

ARTICLE 15.18

International agreements

The State Parties shall make their best efforts to ratify or accede to the Patent Cooperation Treaty, done at Washington on 19 June 1970, amended on 28 September 1979 and modified on 3 February 1984 (hereinafter referred to as "PCT").

ARTICLE 15.19

Patentable subject matter

1. Subject to the provisions of paragraphs 2 and 3, patents shall be available for any inventions, whether products or processes, in all fields of technology, provided that they are new, involve an inventive step and are capable of industrial application [7] . Subject to paragraph 3, patents shall be available and patent rights enjoyable without discrimination as to the place of invention, the field of technology and whether products are imported or locally produced.

2. The State Parties may exclude from patentability inventions, the prevention within their territory of the commercial exploitation of which is necessary to protect public order or morality, including to protect human, animal or plant life or health or to avoid serious prejudice to the environment, provided that such exclusion is not made merely because the exploitation is prohibited by their law.

3. The State Parties may also exclude from patentability:

(a) diagnostic, therapeutic and surgical methods for the treatment of humans or animals;

(b) plants and animals other than micro-organisms, and essentially biological processes for the production of plants or animals other than non-biological and microbiological processes. However, the State Parties shall provide for the protection of plant varieties either by patents or by an effective sui generis system or by any combination thereof.

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[7] For the purposes of this Article, the terms "inventive step" and "capable of industrial application" may be deemed by a State Party to be synonymous with the terms "non-obvious" and "useful" respectively.

ARTICLE 15.20

Grace period

Each State Party shall disregard the information contained in public disclosures used to determine if an invention is novel if the public disclosure:

a) was made by the inventor or his or her successors in title or, where the laws and regulations of the State Party so provide, by a person who obtained the information directly or indirectly from the inventor; and

b) occurred within 12 (twelve) months prior to the date of the filing of the patent application or, where applicable, subject to the State Party's laws and regulations, of the recognised priority.

ARTICLE 15.21

Genetic resources, traditional knowledge, and folklore [8]

1. Subject to its international obligations, each State Party may establish appropriate measures [9] to protect genetic resources, traditional knowledge, and folklore.

2. Where a State Party has disclosure requirements relating to the source or origin of genetic resources [10] as part of its patent system, that State Party shall endeavour to make available its laws and regulations with respect to such requirements, including online where feasible, in such a manner as to enable interested persons and other State Parties to become acquainted with them.

3. Each State Party shall endeavour to pursue quality patent examination.

SECTION C

ENFORCEMENT

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[8] For greater certainty, this Article is without prejudice to the position of a State Party on genetic resources, traditional knowledge, and folklore, including in any bilateral or multilateral negotiations through any fora, such as the World Intellectual Property Organization Intergovernmental Committee on Intellectual Property and Genetic Resources, Traditional Knowledge and Folklore.

[9] For greater certainty, the State Parties understand that such "appropriate measures" are a matter for each State Party to determine and may not necessarily involve its intellectual property system.

[10] The State Parties recognise the fact that some State Parties also require, if applicable, in their patent systems, evidence of prior informed consent and access and benefit sharing for genetic resources and associated traditional knowledge.

ARTICLE 15.22

Enforcement of intellectual property rights

1. The State Parties shall provide suitable and effective protection of intellectual property rights in line with the TRIPS Agreement and other international agreements to which the State Parties are party. The State Parties shall ensure enforcement procedures as specified in Part III of the TRIPS Agreement so as to permit effective action against any act of infringement of intellectual property rights.

2. In particular, the measures, procedures and remedies referred to in paragraph 1, and provided for by each State Party under its laws and regulations, shall:

(a) take into account, as appropriate, the need for proportionality between the seriousness of the infringement and the interests of third parties;

(b) be fair and equitable;

(c) not be unnecessarily complicated or costly, or entail unreasonable time limits or unwarranted delays; and

(d) be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

3. Nothing in this Chapter affects the capacity of a State Party to enforce its laws and regulations in general or creates any obligation on a State Party to amend its existing laws and regulations as they relate to the enforcement of intellectual property rights. Without prejudice to the foregoing general principles, nothing in this Chapter creates any obligation on the State Parties:

(a) to put in place a judicial system for the enforcement of intellectual property rights distinct from that for the enforcement of law in general; or

(b) with respect to the distribution of resources as between enforcement of intellectual property rights and the enforcement of law in general.

ARTICLE 15.23

Publication of judicial decisions

In civil judicial proceedings instituted for infringement of an intellectual property right, each State Party shall take appropriate measures, pursuant to its laws, regulations and policies, to publish or make available to the public information on final judicial decisions. Nothing in this Article shall require a State Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or would prejudice the legitimate commercial interests of particular enterprises, public or private.

ARTICLE 15.24

Legal costs

Each State Party shall provide that its judicial authorities, where appropriate, have the authority to order, at the conclusion of civil judicial proceedings concerning infringement of intellectual property rights, that the prevailing party be awarded payment by the losing party of court costs or fees and appropriate attorney's fees, or any other expenses as provided for under that State Party's laws and regulations.

SECTION D

COOPERATION

ARTICLE 15.25

Cooperation

1. The Parties agree to cooperate with a view to supporting the implementation of the commitments and obligations undertaken in this Chapter. Areas of cooperation include, but are not limited to, the following activities:

(a) exchange of information on legal frameworks concerning intellectual property rights, including those pertaining to the implementation of intellectual property legislation and systems, aimed at promoting the efficient registration of intellectual property rights;

(b) exchange of information and cooperation on public outreach and appropriate initiatives to promote awareness of the benefits of intellectual property rights and systems; and

(c) any other areas of cooperation or activities as may be discussed and agreed between the Parties.

2. Cooperation under this Chapter shall be carried out subject to each State Party's laws, rules, regulations, directives or policies. Cooperation shall also be on mutually agreed terms and conditions and be subject to the availability of resources of each State Party.

Chapter 16. MICRO, SMALL AND MEDIUM-SIZED ENTERPRISES

ARTICLE 16.1

General principles

1. Recognising that micro, small and medium-sized enterprises and entrepreneurs (hereinafter referred to as "MSMEs" in this Chapter) contribute significantly to development, economic growth, employment, and innovation, and further recognising the existing robust dialogue amongst the Parties on ways to increase MSMEs' participation in trade and cooperation on MSMEs, the Parties seek to continue supporting the growth and development of MSMEs by enhancing the ability of MSMEs to participate in and benefit from the opportunities created by this Agreement.

2. The Parties acknowledge the importance of promoting an environment that facilitates and supports the development, growth and competitiveness of MSMEs, recognising their participation in domestic markets as well as in international trade, and their contribution in achieving inclusive economic growth, sustainable development and enhanced productivity.

3. Recognising the fundamental role of MSMEs in maintaining dynamism and enhancing the competitiveness of the economies of the respective Parties, the Parties shall promote cooperation on MSMEs with the purpose of contributing to the expansion, diversification and deepening of economic and commercial ties between the Parties, strengthening productive sectors, and promoting the growth of and job creation by MSMEs.

4. The Parties also acknowledge that improving MSMEs' competitiveness and productivity may further enhance MSMEs'

ability to benefit from trade and investment opportunities that arise under this Agreement.

5. The Parties also recognise the importance of innovation for MSMEs' competitiveness and productivity, and the importance of enhanced access to information, financing and networking in facilitating the innovation process.

ARTICLE 16.2

Information sharing

1. Each State Party shall establish or maintain its own publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement, including all Annexes and Appendices;

(b) a summary of this Agreement; and

(c) information designed for MSMEs that contains:

(i) a description of the provisions of this Agreement that the State Party considers relevant to MSMEs; and

(ii) any additional information that the State Party considers useful for MSMEs interested in benefitting from the opportunities provided by this Agreement.

2. Each State Party shall include, in its website, links to:

(a) the equivalent websites of the other State Parties; and

(b) the websites of its government agencies and other appropriate entities that provide information which the State Party considers useful to any person interested in trading, investing or doing business in that State Party's territory.

3. Subject to each State Party's laws and regulations, the information described in subparagraph (b) of paragraph 2 may include:

(a) customs regulations and procedures;

(b) regulations and procedures concerning intellectual property rights;

(c) technical regulations, standards, and sanitary and phytosanitary measures relating to importation and exportation;

(d) foreign investment regulations;

(e) business registration procedures;

(f) trade promotion programmes;

(g) start-ups promotion programmes;

(h) MSMEs financing programmes, including export financing services and venture capital;

(i) employment regulations;

(j) taxation information; and

(k) statistics of economic relevance and other macro data of interest about the MSMEs sector.

4. Each State Party shall make its best efforts to ensure that the information mentioned in paragraphs 1, 2 and 3 is progressively uploaded and made accessible within three years after this Agreement enters into force. Each State Party shall regularly review the information and links on the website referred to in this Article to ensure that the information and links are up-to-date and accurate.

5. Each State Party shall ensure that the information mentioned in paragraphs 1, 2 and 3 is presented in a manner that is easily understandable and accessible for MSMEs. Where possible, each State Party shall endeavour to make the information available in more than one official language of the State Parties.

ARTICLE 16.3

Contact points on MSMEs

1. Each State Party shall designate and notify the other State Parties of its contact point on MSMEs, to facilitate communication between the State Parties on any matter covered by this Chapter.

2. The contact points shall:

(a) promote and coordinate the activities agreed upon in this Chapter;

(b) periodically evaluate the progress and the general functioning of the provisions of this Chapter and make recommendations, as appropriate;

(c) exchange information to assist in monitoring the implementation of this Agreement as it relates to MSMEs;

(d) recommend additional information that a State Party may include on its website referred to in Article 16.2 (Information sharing);

(e) review and coordinate the contact points' work programme with those of the Joint Committee, subcommittees, working groups and other bodies established under this Agreement, as well as those of other relevant international bodies, in order not to duplicate those work programmes and to identify appropriate opportunities for cooperation to improve the ability of MSMEs to engage in trade and investment opportunities provided by this Agreement; and

(f) consider any other matter pertaining to MSMEs as the contact points may decide, including any issues raised by MSMEs regarding their ability to benefit from this Agreement.

3. The contact points shall meet, in person or by any other technological means available, within one year of the date of entry into force of this Agreement, and thereafter as frequently as necessary.

4. The contact points may seek to collaborate with appropriate experts and international donor organisations in carrying out its programmes and activities.

ARTICLE 16.4

Cooperation on MSMEs

1. The Parties recognise the importance of promoting cooperation on MSMEs activities between the Parties to support the objectives of this Chapter.

2. The Parties also recognise the importance of involving the private sector and other relevant agencies in the development of these activities.

3. The Parties shall endeavour to promote cooperation especially, but not only, in the following areas of interest:

(a) policies and programmes to develop entrepreneurial capital, promote entrepreneurial culture and foster the development of dynamic MSMEs with high-growth potential;

(b) clusters in strategic sectors to increase competitiveness and productivity of MSMEs;

(c) local, regional and global value chains to enhance productive integration in sectors of interest;

(d) regulatory frameworks to facilitate entrepreneurship and MSMEs' development and innovation;

(e) platforms, programmes, MSMEs websites, communication and technology (ICT) instruments to facilitate MSMEs' access to international markets and to relevant information;

(f) internationalisation of MSMEs;

(g) promotion of women's participation and entrepreneurship in MSMEs to enhance their contribution to the economy and trade;

(h) policies and programmes that promote the digital transformation of MSMEs, the digital economy, and Industry 4.0; and

(i) policies and programmes that promote access to capital, credit and reciprocal guarantees for MSMEs.

4. The Parties shall endeavour to cooperate especially, but not only, in the following ways:

(a) facilitating the exchange of information on best public policy practices, successful experiences, and relevant information and know-how in supporting and assisting MSMEs, such as the development and implementation of pre-incubation, incubation, accelerators, and MSMEs support centres.

(b) providing technical assistance, training, capacity building activities or any other mechanism for MSMEs to increase MSMEs' trade and investment opportunities;

(c) participating in joint programmes and pilot actions for MSMEs;

(d) promoting the organisation and joint execution of seminars, conferences, symposiums, business roundtables, or any other related activity to explore business, industrial and technical opportunities for MSMEs;

(e) developing new strategic partnerships and contacts between economic operators, and encouraging joint ventures and networks amongst MSMEs;

(f) facilitating MSMEs' access to financing mechanisms, developing innovative financing mechanisms for MSMEs, and providing up-to-date information to MSMEs about financing instruments available to them;

(g) supporting investment by MSMEs and transfer of know-how and technology to MSMEs;

5. The Parties recognise that in addition to the provisions in this Article, there are other provisions in the Agreement that seek to enhance cooperation between the Parties on issues concerning MSMEs or issues of particular benefit to MSMEs.

ARTICLE 16.5

Consultations

The Parties shall make their best efforts to resolve any matter that may arise regarding the interpretation and application of this Chapter through dialogue, consultations and cooperation.

ARTICLE 16.6

Non-application of dispute settlement

The Parties shall not have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 17. TRANSPARENCY

ARTICLE 17.1

Definitions

For the purposes of this Chapter:

''administrative ruling of general application'' means an administrative ruling or interpretation that applies to all persons and factual situations that fall generally within its ambit and that establishes a norm of conduct, but does not include:

(a) a determination or ruling made in an administrative or, where available in a Party's legal system, quasi-judicial proceeding that applies to a particular person, good, or service of another Party in a specific case; or

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

''interested person'' means any natural or juridical person that may be subject to any rights or obligations under a law, regulation, procedure, or administrative ruling of general application.

ARTICLE 17.2

Publication

Each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application with respect to any matter covered by this Agreement are promptly published, or otherwise made available in such a manner as to enable the other Parties and interested persons to become acquainted with them [1] .

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[1] The Parties understand that a Party is not required to publish every law, regulation, procedure or administrative ruling of general application referred to in Article 17.2 (Publication), and may instead make such information available through other means under its legal system that would enable other Parties and interested persons to become acquainted with them.

ARTICLE 17.3

Notification and provision of information

1. If a Party considers that any measure may materially affect the operation of this Agreement or otherwise substantially affect another Party's interests under this Agreement, the Party shall, to the maximum extent possible, promptly notify that other Party of the measure.

2. On request of any Party, the requested Party shall promptly provide information and respond to questions pertaining to any measure, whether or not the requesting Party has been previously notified of that measure [2] .

3. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.

4. Any notification, request, or information under this Article shall be provided to the other Parties through the relevant contact points.

5. When the information required under paragraph 1 has been made available by notification to the WTO in accordance with its relevant rules and procedures or when the mentioned information has been made available on the official, publicly accessible and fee-free websites of the Parties, the notification required under paragraph 1 shall be considered to have taken place.

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[2] For greater certainty, this paragraph does not preclude a Party from taking the necessary steps under its legal system in order to provide information and respond to queries as referred to in this paragraph.

ARTICLE 17.4

Administrative proceedings

With a view to administering in a consistent, impartial and reasonable manner all measures referred to in Article 17.2 (Publication), each Party, in its administrative proceedings applying such measures to particular persons, goods or services of another Party in specific cases, shall:

(a) endeavour, to the extent possible, to provide persons of another Party that are directly affected by a proceeding with reasonable notice, in accordance with domestic procedures when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issues in controversy;

(b) afford such persons a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, insofar as time, the nature of the proceeding, and the public interest permit; and

(c) ensure that the procedures are in accordance with its law.

ARTICLE 17.5

Review of administrative actions

1. Each Party shall establish or maintain judicial, administrative or, where available in a Party’s legal system, quasi-judicial tribunals or procedures for the purposes of the prompt review and, where warranted, correction of administrative actions [3] relating to matters covered by this Agreement. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceeding are provided with the right to:

(a) a reasonable opportunity to support or defend their respective positions; and

(b) a decision based on the evidence and submissions of record or, where required by its law, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or further review as provided for in its laws and regulations, that such decision shall be implemented by the office or authority with respect to the administrative action at issue.

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[3] For greater certainty, in the case of Singapore, the review of administrative actions can take the form of common law judicial review, and the correction of administrative actions may include a referral back to the body that took such action for corrective action.

ARTICLE 17.6

Specific rules

Specific rules in other Chapters of this Agreement regarding the subject matter of this Chapter shall prevail to the extent that they differ from the provisions of this Chapter.

Chapter 18. DISPUTE SETTLEMENT

ARTICLE 18.1

Objective

The objective of this Chapter is to avoid and settle any dispute between the Parties concerning the interpretation or application of this Agreement, with a view to arrive at, where possible, a mutually agreed solution.

ARTICLE 18.2

Scope

Except as otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of the provisions of this Agreement and the decisions adopted by the Joint Committee, or wherever a Party considers that:

(a) A measure of another Party is inconsistent with the obligations under this Agreement; or

(b) Another Party has otherwise failed to carry out its obligations under this Agreement.

ARTICLE 18.3

Definitions

For the purposes of this Chapter:

(a) "arbitration panel" means a panel established pursuant to Article 18.9 (Composition and establishment of a panel);

(b) "complaining party" means a Party that requests the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure);

(c) "disputing party" means a complaining party or a responding party; and

(d) "responding party" means a Party that has been complained against pursuant to Article 18.8 (Initiation of arbitration procedure);

ARTICLE 18.4

Choice of forum

1. Where a dispute regarding the same matter arises under the scope provided in Article 18.2 (Scope) and under the WTO Agreement or under any other agreement to which the disputing parties are party, the complaining party may select the forum in which to settle the dispute [1] .

2. Once the complaining party has selected a particular forum for a dispute, the forum selected shall be used to the exclusion of other possible fora for that dispute.

3. For the purposes of this Article:

(a) Dispute settlement procedures under the WTO Agreement are deemed to be selected by a Party's request for the establishment of a panel pursuant to Article 6 (Establishment of Panels) of the DSU;

(b) Dispute settlement procedures under any other agreement to which the disputing parties are party are deemed to be

selected by a Party's request for the establishment of a dispute settlement panel or tribunal in accordance with the provisions of that agreement; and

(c) Dispute settlement procedures under this Chapter are deemed to be selected by a Party's request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure).

4. Without prejudice to paragraphs 1 and 2, nothing in this Agreement shall preclude a Party from suspending obligations authorized by the Dispute Settlement Body of the WTO or authorized under the dispute settlement procedure of another international agreement to which the disputing parties are party. The WTO Agreement or other international agreement between the Parties shall not be invoked to preclude a Party from suspending obligations under this Chapter.

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[1] For greater certainty, a dispute concerns the same matter where it involves the same parties to the dispute and refers to the same measure.

ARTICLE 18.5

Parties

1. For the purposes of this Chapter, Singapore, MERCOSUR or one or more of the Signatory MERCOSUR States may be disputing parties.

2. Singapore may initiate a dispute settlement proceeding against one or more of the Signatory MERCOSUR States. In case of a measure of MERCOSUR, Singapore may also initiate a dispute settlement proceeding against MERCOSUR.

3. MERCOSUR may initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns MERCOSUR as a whole or all of the Signatory MERCOSUR States.

4. One or more Signatory MERCOSUR States may individually initiate a dispute settlement proceeding against Singapore whenever the measure at issue is a measure of Singapore that concerns such individual Signatory MERCOSUR State(s).

5. When MERCOSUR has requested the establishment of a panel pursuant to Article 18.8 (Initiation of arbitration procedure), a Signatory MERCOSUR State shall not initiate another proceeding on the same matter in any other possible fora.

ARTICLE 18.6

Consultations

1. The Parties shall at all times endeavour to agree on the interpretation and application of the provisions of this Agreement and to resolve any dispute thereof 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 to another Party, and shall give the reasons for the request, including identification of the measures at issue, the applicable provisions of the Agreement referred to in Article 18.2 (Scope), and the reasons for the applicability of such provisions.

3. Consultations shall be held no later than 30 (thirty) days after the date of receipt of the request for consultations, and shall be deemed concluded 60 (sixty) days after the date of receipt of the request, unless the consulting Parties agree otherwise. Consultations on matters of urgency, including those regarding perishable goods, shall be held no later than 15 (fifteen) days after the date of receipt of the request, and shall be deemed concluded 30 (thirty) days after the date of receipt of the request, unless the consulting Parties agree otherwise.

4. Consultations may be held in person or by any technological means available to the consulting Parties. If consultations are held in person, they shall be held in the territory of the Party to which the request for consultations was made, unless the consulting Parties agree otherwise. Consultations shall be confidential, and without prejudice to the rights of the consulting Parties in any further proceedings.

5. If the Party to which the request is made does not respond to the request for consultations within 10 (ten) days after the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3, or if consultations have been concluded and no mutually agreed solution has been reached, or if the Party to which the request was made has failed to comply with the mutually agreed solution reached, the Party which requested consultations may request the establishment of an arbitration panel in accordance with Article 18.8 (Initiation of arbitration procedure).

ARTICLE 18.7

Joint Committee intervention

1. If a Party considers that another Party has taken a measure inconsistent with this Agreement, it may request the intervention of the Joint Committee.

2. Any request to the Joint Committee shall be submitted in writing and shall give the reasons for the request, including the identification of the measures at issue and the provisions concerned.

3. The Joint Committee shall meet within 30 (thirty) days after all the Parties have received the request referred to in paragraph 2. After having heard the arguments of the Parties referred to in paragraph 1, the Joint Committee may issue a recommendation to reach a mutually satisfactory solution on the matter referred to it.

4. The Joint Committee meeting may be held in person or by any other means mutually agreed by the Parties. In case of an in-person meeting, it shall be held in the territory of the Party that has taken the measure referred to in paragraph 1, unless the Parties agree otherwise.

5. The Joint Committee's meeting shall be confidential.

6. This Article shall be without prejudice to the rights of a Party to initiate an arbitration procedure.

ARTICLE 18.8

Initiation of arbitration procedure

A request for the establishment of an arbitration panel shall be made in writing to the Party complained against. The complaining party shall identify in its request the specific measures or other matters at issue, and a summary of the legal basis of the complaint in a manner sufficient to present the problem clearly. The complaining party shall also indicate if consultations took place pursuant to Article 18.6 (Consultations) and the outcome of such consultations.

ARTICLE 18.9

Composition and establishment of the arbitration panel

1. An arbitration panel shall be composed of 3 (three) arbitrators, in accordance with the following provisions:

(a) Within a period of 20 (twenty) days after the date of delivery of the request for the establishment of a panel under Article 18.8 (Initiation of arbitration procedure), the complaining party or parties, on the one hand, and the responding party or parties, on the other, shall each appoint an arbitrator and present a list of 4 (four) non-national individuals who are willing to serve as the third arbitrator.

(b) If the complaining party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the dispute settlement proceedings shall lapse at the end of that period.

(c) If the responding party or parties fail to appoint an arbitrator within the period specified in subparagraph (a), the first arbitrator shall appoint the second arbitrator from the list submitted by the complaining party or parties in subparagraph (a), within 10 (ten) days after the end of that period specified in subparagraph (a).

(d) For the appointment of the third arbitrator, who shall serve as chairperson:

(i) the disputing parties shall endeavour to agree on the appointment of a chairperson, taking into account the lists presented pursuant to subparagraph (a);

(ii) if the disputing parties fail to appoint a chairperson under subparagraph (d)(i) within 15 (fifteen) days after the appointment of the second arbitrator, the two appointed arbitrators shall, within 10 (ten) days thereafter, by agreement, appoint the chairperson taking into account the lists submitted under subparagraph (a);

(iii) if the two appointed arbitrators fail to appoint the chairperson under subparagraph (d)(ii), the chairperson shall, within 10 (ten) days after the timeframes specified in subparagraph (d)(ii), be appointed by lot in the presence of the disputing parties from the roster established in paragraph 4.

2. The date of establishment of the arbitration panel shall be the date on which the last of the three arbitrators is appointed.

3. Any person appointed as arbitrator shall have expertise or experience in law, international trade, other matters covered

by this Agreement, or the resolution of disputes arising under international trade agreements. An arbitrator shall be chosen strictly on the bases of objectivity, reliability, sound judgment and independence, and shall conduct himself or herself on these bases throughout the course of the arbitration proceedings and in accordance with Annex 18-B (Code of Conduct). Additionally, the chairperson shall have expertise or experience in law and in at least one of the matters under dispute. The chairperson shall not be a national of, have his or her usual place of residence in the territory of, or be employed by, any State Party and any nationals of the State Parties.

4. At the first meeting of the Joint Committee under Article 19.1 (Joint Committee), the Parties shall establish the roster to be used for the selection of arbitrators pursuant to subparagraph (d)(iii) of paragraph 1. The roster shall consist of at least 6 (six) and up to 12 (twelve) individuals selected from the WTO indicative list of individuals established pursuant to Article 8 (Composition of Panels) of the DSU, unless the Parties agree otherwise. The Parties shall appoint individuals to the roster by consensus, with Singapore, on the one hand, and MERCOSUR and the Signatory MERCOSUR States for which this Agreement is in force collectively, on the other hand, appointing an equal number of individuals to the roster. Once established, the roster shall be in effect for the Parties. The roster may be reviewed by the Joint Committee and shall be reviewed whenever this Agreement enters into force for a Signatory MERCOSUR State. If at any time a roster member is no longer willing or available to serve, the Parties may appoint a replacement.

5. If any arbitrator appointed pursuant to this Article resigns or becomes unable to participate in the proceeding, or is removed, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator. In such a case, the work of the arbitration panel shall be suspended for a period beginning on the date the original arbitrator resigns, becomes unable to participate in the proceeding, or is removed and all timeframes applicable to the arbitration panel proceedings shall be extended by the amount of time for which the work of the arbitration panel is suspended. The work of the arbitration panel shall resume on the date the successor is appointed. The successor shall have all the powers and duties of the original arbitrator.

ARTICLE 18.10

Consolidation of proceedings

1. If an arbitration panel has been established pursuant to Article 18.9 (Composition and establishment of the arbitration panel) and another request is made for the establishment of an arbitration panel related to the same dispute, a single arbitration panel shall be established, whenever feasible.

2. The single arbitration panel shall organise its examination and present its findings to the disputing parties in a manner that the rights which the disputing parties would have enjoyed had separate arbitration panels examined the complaints are in no way impaired.

3. If more than one arbitration panel is established to examine the complaints related to the same dispute, the disputing parties shall endeavour to ensure that the same persons serve as arbitrators for each panel.

ARTICLE 18.11

Terms of reference

Unless the disputing parties otherwise agree no later than 20 (twenty) days after the date of receipt of the request for the establishment of the arbitration panel, the terms of reference of the arbitration panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 18.8 (Initiation of arbitration procedure), and issue a written interim report and a final arbitral award, as provided in Article 18.13 (Interim report and final arbitral award) for the resolution of the dispute."

ARTICLE 18.12

Proceedings of the arbitration panel

1. The arbitration panel shall meet in closed session, unless the disputing parties decide otherwise.

2. The disputing parties shall be given an equal opportunity to provide at least one written submission and to attend any of the presentations, statements or rebuttals in the proceedings. All written submissions or information submitted by a disputing party to the arbitration panel, including any comments on the interim report and responses to questions put by the arbitration panel, shall be made available to the other disputing party.

3. A disputing party asserting that a measure of the other disputing party is inconsistent with this Agreement shall have

the burden of establishing such inconsistency. A disputing party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

4. Without prejudice to Article 18.17 (Suspension and termination of arbitration procedure), the arbitration panel may, if requested by a disputing party and after consulting with the other disputing party, provide adequate opportunities for the development of a mutually agreed solution.

5. The arbitration panel shall make every effort to take any decision by consensus. Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote. The arbitrators shall not issue dissenting or separate opinions and shall maintain confidentiality as regards the voting.

6. At the request of a disputing party, or upon its own initiative, the arbitration panel may obtain information from any source it deems appropriate for the arbitration panel proceedings. The arbitration panel may also seek the opinion of experts as it deems appropriate. The arbitration panel shall consult the disputing parties before choosing such experts. Any information obtained in this manner shall be disclosed to the disputing parties and submitted for their comments. The opinions of experts as well as information obtained from any relevant source shall be non-binding.

7. The deliberations of the arbitration panel and the documents submitted to it shall be kept confidential.

8. Notwithstanding paragraph 7, a disputing party may make public statements as to its views regarding the dispute, but shall treat as confidential any information and written submissions submitted by the other disputing party to the arbitration panel which the other disputing party has designated as confidential. Where a disputing party has provided information or written submissions designated as confidential, that disputing party shall, no later than 30 (thirty) days after a request by the other disputing party, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

ARTICLE 18.13

Interim report and final arbitral award

1. The arbitration panel shall issue an interim report to the disputing parties setting out:

(a) A summary of the submissions and arguments of the disputing parties;

(b) The findings of fact;

(c) Its determination as to the interpretation or application of the provisions of this Agreement, or whether the measure at issue is inconsistent with the obligations of this Agreement, or whether a Party has otherwise failed to carry out its obligations under this Agreement, or any other determination requested in the terms of reference to the extent necessary for the resolution of the dispute;

(d) If there is a determination of inconsistency, its recommendation that the responding party bring the measure into conformity with the obligations under this Agreement and, if the disputing parties agree, on the means to resolve the dispute; and

(e) The reasons for the findings and determinations,

no later than 90 (ninety) days after the date of establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its interim report. Under no circumstances should the arbitration panel issue its interim report later than 120 (one hundred and twenty) days after the date of its establishment.

2. Any disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within 30 (thirty) days after its issuance. After considering any written comments by the disputing parties on the interim report, the arbitration panel may modify its report and make any further examination it considers appropriate.

3. The arbitration panel shall issue its final arbitral award to the disputing parties no later than 150 (one hundred and fifty) days after the date of the establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its final arbitral award. Under no circumstances should the arbitration panel issue its final arbitral award later than 180 (one hundred and eighty) days after the date of its establishment. The final arbitral award shall set out the matters listed in paragraph 1, include a sufficient discussion of the arguments made at the interim review stage, and address clearly the written comments of the disputing parties.

4. In cases of urgency, including those involving perishable goods:

(a) The arbitration panel shall make every effort to issue its interim report and final arbitral award to the disputing parties within half of the respective time periods under paragraphs 1 and 3. Under no circumstances should the arbitration panel issue its final arbitral award later than 90 (ninety) days after the date of its establishment; and

(b) A disputing party may submit a written request for the arbitration panel to review precise aspects of the interim report within half of the time period set out in paragraph 2.

5. The final arbitral award of the arbitration panel shall be final and binding on the disputing parties, and shall not create any rights in favour of, or impose any obligations on, any person [2] .

6. The disputing parties shall make the final arbitral award publicly available in its entirety, unless the disputing parties decide, by mutual agreement, not to make public parts thereof which contain confidential information.

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[2] For greater certainty, nothing in the final arbitral award may add to or diminish the rights and obligations of the Parties under this Agreement.

ARTICLE 18.14

Implementation of the final arbitral award

1. Each disputing party shall comply in good faith with the final arbitral award of the arbitration panel. If, in its final arbitral award, the arbitration panel determines that a measure at issue is inconsistent with the obligations of this Agreement, or that the responding party has otherwise failed to carry out its obligations under this Agreement, the responding party shall, whenever possible, eliminate the non-conformity with this Agreement.

2. No later than 30 (thirty) days after the issuance of the final arbitral award, the responding party shall notify the complaining party of the time it will require to comply with the final arbitral award (hereinafter referred to as the "reasonable period of time"), if immediate compliance is not practicable. The disputing parties shall endeavour to agree on the reasonable period of time.

3. If the disputing parties fail to agree on the reasonable period of time within a period of 45 (forty-five) days after the issuance of the final arbitral award, a disputing party may, no later than 50 (fifty) days after the issuance of the final arbitral award, request in writing to the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other disputing party. The original arbitration panel shall issue its determination to the disputing parties no later than 20 (twenty) days after the date of the submission of the request.

4. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination on the length of the reasonable period of time shall be no later than 35 (thirty-five) days [3] after the date of the submission of the request referred to in paragraph 3.

5. The responding party shall inform the complaining party in writing of its progress to comply with the final arbitral award at least 30 (thirty) days before the expiry of the reasonable period of time.

6. The reasonable period of time may be extended by mutual agreement of the disputing parties.

7. The responding party shall notify the complaining party before the end of the reasonable period of time of any measure that it has taken to comply with the final arbitral award.

8. In the event of a disagreement between the disputing parties concerning the existence or the consistency of any measure notified under paragraph 7 with the provisions referred to in Article 18.2 (Scope), the complaining party may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the responding party, and shall identify any specific measure at issue and explain why that measure does not comply with the provisions referred to in Article 18.2 (Scope) in a manner sufficient to present the disagreement clearly. The original arbitration panel shall issue to the disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request.

9. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty) days [4] after the date of the submission of the request referred to in paragraph 8.

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[3] For greater certainty, the period of 35 (thirty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

[4] For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

ARTICLE 18.15

Compensation and suspension of concessions or other obligations

1. If the responding party fails to notify any measure taken to comply with the final arbitral award in accordance with Article 18.14(7) (Implementation of the final arbitral award), or if the arbitration panel determines that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope), the responding party shall enter into negotiations with the complaining party, with a view to reaching a mutually acceptable agreement on compensation.

2. If the disputing parties fail to agree on compensation within 30 (thirty) days after:

(a) The expiry of the reasonable period of time referred to in Article 18.14(7); or

(b) The issuance of an arbitration panel determination that any measure notified under Article 18.14(7) (Implementation of the final arbitral award) does not exist or is inconsistent with any provision referred to in Article 18.2 (Scope),

as the case may be, the complaining party shall be entitled, upon notification to the responding party, to suspend concessions or obligations arising from any provision referred to in Article 18.2 (Scope) at a level equivalent to the nullification or impairment caused by the violation. The notification shall specify the level of concessions or other obligations that the complaining party intends to suspend and indicate the reasons on which the suspension is based. The complaining party may begin implementing the suspension 20 (twenty) days after the delivery of its notification to the responding party, subject to paragraph 4.

3. In considering what concessions or other obligations to suspend pursuant to paragraph 2:

(a) The complaining party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the final arbitral award of the arbitration panel referred to in Article 18.13 (Interim report and final arbitral award) has found an inconsistency with the obligations under this Agreement;

(b) If the complaining party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may suspend concessions or other obligations with respect to other sector(s), indicating the reasons that justify its decision; and

(c) The complaining party will take into consideration those concessions or other obligations the suspension of which would least disturb the functioning of this Agreement.

4. If the responding party considers that the concessions or other obligations that the complaining party intends to suspend are manifestly excessive or that there is no reasonable justification to apply the suspension of concessions according to subparagraph (b) of paragraph 3, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified to the complaining party before the expiry of the 20-day (twenty-day) period referred to in paragraph 2. The complaining party shall submit to the original arbitration panel the methodology used to calculate the level of the suspension of concessions or other obligations within the timeframe stipulated by the original arbitration panel. The original arbitration panel having sought, if appropriate, the opinion of experts according to Article 18.12(6) (Proceedings of the arbitration panel) shall issue to the disputing parties its determination on the level of the suspension of concessions or other obligations and on the reasons indicated by the complaining party to suspend concessions according to subparagraph (b) of paragraph 3 no later than 30 (thirty) days after the date of the submission of the request. Concessions or other obligations shall not be suspended until the arbitration panel has issued its determination, and any suspension shall be consistent with the arbitration panel's determination.

5. In the event that any member of the original arbitration panel is no longer available, the procedures laid down in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 45 (forty-five) days [5] after the date of the submission of the request referred to in paragraph 4.

6. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 are temporary measures. Neither compensation nor suspension is preferred to full elimination of any non-conformity with this Agreement as determined in the final arbitral award of the arbitration panel. Any suspension shall only be applied until such time as the non-conformity is fully eliminated, or the non-conformity is determined in accordance with Article 18.16 (Compliance review)

to have been eliminated, or the disputing parties have otherwise reached a mutually satisfactory solution.

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[5] For greater certainty, the period of 45 (forty-five) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

Article 18.16

Compliance review

1. If the responding party considers that it has eliminated the non-conformity with this Agreement as originally determined by the arbitration panel's final arbitral award, it may request in writing the original arbitration panel to make a determination on the matter. Such request shall be notified simultaneously to the complaining party. The original arbitration panel shall issue to the disputing parties its determination no later than 45 (forty-five) days after the date of the submission of the request. If the arbitration panel determines that the responding party has eliminated the non-conformity with the provisions referred to in Article 18.2 (Scope), the complaining party shall cease to apply any suspension of concessions or other obligations that it has implemented.

2. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 18.9 (Composition and establishment of the arbitration panel) shall apply. The time limit for issuing the determination shall be no later than 60 (sixty) [6] days after the date of the submission of the request referred to in paragraph 1.

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[6] For greater certainty, the period of 60 (sixty) days does not include any days suspended pursuant to Article 18.9 (Composition and establishment of the arbitration panel).

ARTICLE 18.17

Suspension and termination of arbitration procedures

1. The arbitration panel shall, at the written request of both disputing parties, suspend its work at any time for a period agreed by the disputing parties, not exceeding 12 (twelve) months, and shall resume its work at the end of the agreed period at the written request of the complaining party, or before the end of this agreed period at the written request of both disputing parties. If the complaining party does not request the resumption of the arbitration panel's work before the expiry of the agreed suspension period, the dispute settlement procedures initiated under this Chapter shall be deemed terminated, unless the disputing parties agree otherwise.

2. The disputing parties may, at any time, agree in writing to terminate the dispute settlement procedures initiated under this Chapter.

ARTICLE 18.18

Rules of procedure

Dispute settlement procedures under this Chapter shall be governed by Annex 18-A (Rules of Procedure for Arbitration).

ARTICLE 18.19

Rules of interpretation

The arbitration panel shall interpret the provisions referred to in Article 18.2 (Scope) in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties, done at Vienna on 23 May 1969 (hereinafter referred to as the "Vienna Convention")

ARTICLE 18.20

Expenses

The costs of arbitration shall be borne by the disputing parties in equal shares, unless otherwise agreed by the disputing parties. Each disputing party shall bear its own expenses and legal costs.

ARTICLE 18.21

Time limits

1. All time limits laid down in this Chapter shall be counted in calendar days, the first day being the day following the act or fact to which they refer, unless otherwise specified.

2. Any time limit referred to in this Chapter may be modified by mutual agreement of the disputing parties.

ANNEX 18-A . RULES OF PROCEDURE FOR ARBITRATION

General provisions

1. This Annex shall apply to dispute settlement proceedings under Chapter 18 (DisputeSettlement) unless the disputing parties agree otherwise.

Definitions

2. The definitions in Chapter 18 (Dispute Settlement) shall apply to this Annex. In addition, for the purposes of this Annex and Annex 18-B (Code of Conduct):

(a) "adviser" means a person retained by a Party to advise or assist that Party in connection with the arbitration panel proceeding;

(b) "arbitrator" means a member of an arbitration panel established pursuant to Article 18.9 (Composition and establishment of the arbitration panel);

(c) "assistant" means a person who, under the terms of appointment of an arbitrator, conducts research or provides assistance to the arbitrator;

(d) "official legal holiday" means for any year, with regard to a disputing party, Saturday, Sunday and any other day officially designated by that disputing party as a public or legal holiday; and

(e) "representative" means an employee or any person appointed by a government department, an agency or any other public entity of a Party who represents the Party for the purposes of a dispute under this Agreement.

Logistics of proceedings

3. The responding party shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed.

Notifications

4. The disputing parties and the arbitration panel shall transmit simultaneously to the relevant parties any request, notice, written submission or other document by e-mail, with a paper copy submitted on the same day by facsimile transmission, registered post, courier, delivery against receipt or any other means of telecommunication that provides a record of the sending thereof. Unless proven otherwise, an e-mail message shall be deemed to be received on the same date of itssending.

5. A disputing party shall provide an electronic copy of each of its written submissions and rebuttals to each of the arbitrators and simultaneously to the other disputing party. A paper copy of the document shall also be provided.

6. All notifications shall be addressed to the representatives appointed by the disputing parties. If no representatives have been appointed, all notifications shall be addressed:

(a) Where MERCOSUR is a disputing party, to the Pro Tempore Presidency of MERCOSUR;

(b) Where a Signatory MERCOSUR State is a disputing party, to the national coordinator of the Common Market Group of that Signatory MERCOSUR State or its successor; and

(c) Where Singapore is a disputing party, to the Director of Emerging Markets Division, Ministry of Trade and Industry or its successor.

7. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may, unless the other disputing party objects, be corrected by delivery, in accordance with Rules 4 to 6, of a new document clearly indicating the changes.

8. If the last day for delivery of a document falls on an official legal holiday of the disputing party responsible for such delivery or the disputing party that is to receive the document, the disputing party responsible for such delivery may deliver

the document in the next business day.

The disputing parties shall notify the arbitration panel their respective calendars of official legal holidays at the meeting of the arbitration panel with the disputing parties.

Commencing of the arbitration

9. Unless the disputing parties agree otherwise, they shall meet the arbitration panel within 7 (seven) days after its establishment in order to determine the matters that the disputing parties or the arbitration panel deem appropriate. Arbitrators and representatives of the disputing parties may take part in this meeting via telephone or video conference.

Initial written submissions

10. Unless the disputing parties agree otherwise, the complaining party shall deliver its written submission no later than 21 (twenty-one) days after the date of establishment of the arbitration panel. The responding party shall deliver its written submission no later than 21(twenty-one) days after the date of delivery of the complaining party's written submission.

Working of arbitration panels

11. The chairperson of the arbitration panel shall preside at all its meetings. An arbitration panel may delegate to the chairperson authority to make administrative and procedural decisions. These decisions shall be notified to the other arbitrators and, if appropriate, to the disputing parties.

12. Unless otherwise provided for in Chapter 18 (Dispute Settlement), the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions or computer links.

13. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit its assistants to be present at its deliberations.

14. It shall be the exclusive responsibility of the arbitration panel to consider all issues raised during the proceedings and draft any decision, and this responsibility shall not be delegated.

15. Where a procedural question arises that is not covered by Chapter 18 (Dispute Settlement) or its Annexes, the arbitration panel, after consulting the disputing parties, may adopt an appropriate procedure that is compatible with those provisions.

16. When the arbitration panel considers that there is a need to modify any time limit applicable to the proceedings or to make any other procedural or administrative adjustment, it shall inform the disputing parties in writing of the reasons for the change or adjustment and of the period or adjustment needed. The arbitration panel may adopt such change or adjustment after consulting the disputing parties. The arbitration panel shall not modify time limits of Article 18.9 (Composition and establishment of the arbitration panel).

Replacement of arbitrators

17. If an arbitrator is unable to participate in the proceeding, resigns, or must be replaced, a replacement shall be selected in accordance with Article 18.9 (Composition and establishment of the arbitration panel).

18. Where a disputing party considers that an arbitrator other than the chairperson does not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel), or the Code of Conduct under Annex 18-B, and for this reason must be replaced, this disputing party shall notify the other disputing party within 15 (fifteen) days of the time at which it came to know of the circumstances underlying the arbitrator's non-compliance. The disputing parties shall consult and, if they so agree, replace the arbitrator and select a replacement following the procedure set out in Article 18.9.

19. If the disputing parties fail to agree on the need to replace an arbitrator other than the chairperson, any disputing party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final. If, pursuant to such a request, the chairperson finds that an arbitrator did not comply with Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, that arbitrator shall be replaced and a new arbitrator shall be appointed in the same manner as prescribed for the appointment of the original member, pursuant to Article 18.9.

20. Where a disputing party considers that the chairperson of the arbitration panel does not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, this disputing party shall notify the other disputing party within 15 (fifteen) days of the time at which it came to know of the circumstances underlying the chairperson's non-compliance. The disputing parties shall consult and, if they so agree, replace the chairperson and select a replacement following the procedure set out in Article 18.9.

21. If the disputing parties fail to agree on the need to replace the chairperson, any disputing party may request that such matter be referred to the other arbitrators, whose decision shall be final. If, pursuant to such a request, the other arbitrators find that the chairperson did not comply with the requirements of Article 18.9(3) (Composition and establishment of the arbitration panel) or the Code of Conduct, the chairperson shall be replaced and a new one shall be appointed in the samemanner pursuant to Article 18.9.

22. The arbitration panel proceedings shall be suspended for the period taken to carry out the procedures provided for in Rules 17 to 21 of this Annex.

Hearings

23. The chairperson shall fix the date and time of the hearing in consultation with the disputing parties and the other arbitrators, and confirm this in writing to the disputing parties. Unless a disputing party disagrees, the arbitration panel may decide not to convene a hearing.

24. Unless the disputing parties agree otherwise, the hearing shall be held in the territory of the responding party.

25. The arbitration panel may convene additional hearings if the disputing parties so agree.

26. All arbitrators shall be present during the entirety of all hearings.

27. The following persons may attend a hearing:

(a) Representatives of the disputing parties;

(b) Advisers to the disputing parties;

(c) Administrative staff, interpreters, translators and court reporters; and

(d) Arbitrators' assistants.

28. Only the representatives of and advisers to the disputing parties may address the arbitration panel.

29. No later than 3 (three) days before the date of a hearing, each disputing party shall deliver to the arbitration panel, and simultaneously to the other disputing party, a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of the first mentioned disputing party and of its other representatives or advisers who will attend the hearing.

30. The arbitration panel shall ensure that the complaining party and the responding party are afforded equal time during the submissions and rebuttals. These stages shall be conducted in the following order:

(a) Submissions

(i) submission of the complaining party;

(ii) submission of the responding party; and

(b) Rebuttals

(i) rebuttal of the complaining party;

(ii) counter-rebuttal of the responding party.

31. The arbitration panel shall arrange for a transcript of each hearing to be prepared and delivered as soon as possible to the disputing parties.

32. A disputing party may submit a supplementary written submission, with a copy to the other disputing party, responding to any matter that arose during the hearing, within 10 (ten) days after the date of the hearing. The other disputing party shall also be given the opportunity to providewritten comments on any such supplementary written submission.

Questions in writing

33. The arbitration panel may at any time during the proceedings address questions in writing toone or both disputing parties and set a reasonable time limit for the submission of their responses.

Each of the disputing parties shall receive a copy of any questions put by the arbitration panel.

34. Each disputing party shall also provide a copy of its written response to the arbitration panel's questions to the arbitration panel and simultaneously to the other disputing party. Each disputing party shall be given the opportunity to provide written comments on the other party's reply within 7(seven) days after the date of receipt.

Confidentiality

35. The disputing parties and their advisers and representatives, all arbitrators, former arbitrators and their assistants, and all attendees and experts at the arbitration panel hearings shall maintain the confidentiality of the hearings, the deliberations and interim panel report, and all written submissions to, and communications with, the panel. This includes any information submitted by a disputing party to the arbitration panel which that disputing party has designated as confidential.

Nothing in this Annex shall preclude a disputing party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other disputing party, it does not disclose any information designated by the other disputing party as confidential.

Ex parte contacts

36. The arbitration panel shall not meet, hear, or otherwise contact a disputing party in the absence of the other disputing party.

37. Arbitrators shall not discuss any aspect of the subject matter of the proceedings with a disputing party or the disputing parties in the absence of the other arbitrators.

Urgent cases

38. In cases of urgency referred to in Chapter 18 (Dispute Settlement), the arbitration panel, after consulting the disputing parties, shall adjust the time limits referred to in this Annex as appropriate and shall notify the disputing parties of such adjustments.

Language and translation

39. All proceedings pursuant to Chapter 18 (Dispute Settlement) and all communications with, documents submitted to and reports issued by the arbitration panel shall be in the English language.

40. Each disputing party shall bear the responsibility of preparing English language translations of any documents that it submits during the proceedings.

Calculation of time limits

41. For the purpose of calculating a period of time, such period shall begin on the day following the day when any request, notice, written submission or other document is received by the addressee.

42. Where a disputing party receives a document on a date other than the date on which this document is received by the other disputing party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.

Other procedures

43. This Annex is also applicable to procedures set out in Article 18.14 (Implementation of the final arbitral award), Article 18.15 (Compensation and suspension of concessions or other obligations), and Article 18.16 (Compliance review). The time limits laid down in this Annex shall be adjusted in line with the special time limits provided for the adoption of a ruling by the arbitration panel in those other procedures.

Final arbitral award

44. The arbitral award shall contain the following details, in addition to any other elements which the arbitration panel may consider appropriate for inclusion:

(a) Identification of the disputing parties;

(b) The name of each of the members of the arbitration panel and the date of its establishment;

(c) The terms of reference of the arbitration panel, including a description of the measure at issue;

(d) The arguments of each of the disputing parties;

(e) A description of the development of the arbitration procedure, including a summary of the actions taken;

(f) A description of the factual elements of the dispute;

(g) The decision reached in relation to the dispute, indicating the factual and legal grounds;

(h) The date of issue; and

(i) The signature of all members of the arbitration panel.

ANNEX 18-B . CODE OF CONDUCT

Definitions

1. The definitions in Chapter 18 (Dispute Settlement) and Annex 18-A (Rules of Procedure for Arbitration) shall apply to this Annex. In addition, for the purposes of this Annex:

(a) "candidate" means an individual who is under consideration for selection as an arbitrator under Article 18.9 (Composition and establishment of the arbitration panel);

(b) "proceeding", unless otherwise specified, means an arbitration panel proceeding under Chapter 18 (Dispute Settlement); and

(c) "staff", in respect of an arbitrator, means any person under the direction and control of the arbitrator, other than an assistant.

Responsibilities to the process

2. Throughout the proceeding, every candidate and arbitrator 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 mechanism is preserved.

3. Former arbitrators shall comply with the obligations established in paragraphs 19, 22 and 24 of this Annex.

Disclosure obligations

4. Prior to confirmation of his or her selection as an arbitrator under Chapter 18 (Dispute Settlement), 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.

5. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraph 4 of this Annex shall disclose them.

The disclosure obligation is a continuing duty which requires an arbitrator to disclose any such interests, relationships or matters that may arise during any stage of the proceeding at the earliest time the arbitrator becomes aware of it. The arbitrator shall disclose such interests, relationships or matters by informing the disputing parties, in writing, for their consideration.

6. Disclosure of an interest, relationship or matter is without prejudice as to whether that interest, relationship or matter is indeed covered by paragraphs 4 or 5, or whether it warrants recusal or disqualification. In the event of uncertainty regarding whether an interest, relationship or matter must be disclosed, a candidate or arbitrator should err in favour of disclosure.

7. A candidate or an arbitrator shall only communicate matters concerning actual or potential violations of this Annex to the disputing parties for their consideration.

Duties of arbitrators

8. An arbitrator shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

9. An arbitrator shall comply with the provisions of Chapter 19 (Dispute Settlement) and its Annexes.

10. An arbitrator shall consider only those issues raised in the proceeding and necessary for the ruling and shall not delegate this duty to any other person. An arbitrator shall not deny other arbitrators the opportunity to participate in all aspects of the proceeding.

11. An arbitrator shall take all appropriate steps to ensure that his or her assistants and staff are aware of, and comply with, paragraphs 2 to 7, and 19 to 22 of this Annex.

12. An arbitrator shall not engage in any ex parte contact concerning the proceeding.

Independence and impartiality of arbitrators

13. An arbitrator shall be independent and impartial, and avoid creating an appearance of impropriety or bias, and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party, or fear of criticism.

14. Arbitrators shall not take instructions from any organisation, individual or government with regard to matters before a panel, or be affiliated to a Party.

15. An arbitrator shall not, directly or indirectly, incur in any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of his or her duties.

16. An arbitrator shall not use his or her position on the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence them.

17. An arbitrator shall not allow past or ongoing financial, business, professional, family or social relationships or responsibilities to influence his or her conduct or judgement.

18. An arbitrator shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance ofimpropriety or bias.

Confidentiality

19. An arbitrator or former arbitrator shall not at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in particular, disclose or use any such information to gain a personal advantage or an advantage for others or to affect the interest of others.

20. An arbitrator shall not make any public statement regarding the merits of a pending panel proceeding.

21. An arbitrator shall not disclose an interim report. An arbitrator shall not disclose a final arbitral award or parts thereof prior to its publication in accordance with Chapter 18 (Dispute Settlement).

22. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitration panel, or any arbitrator's view regarding the deliberations, or which arbitrators are associated with majority or minority opinions in a proceeding.

Expenses

23. Each arbitrator shall keep a record and render a final account of the time devoted to the procedure and of his or her expenses, as well as the time and expenses of his or her assistants.

Obligations of former arbitrators

24. A former arbitrator shall avoid actions that may create the appearance that he or she was biased in carrying out his or her duties, or derived any advantage from the decision of the arbitration panel.

Responsibilities of experts, assistants and staff

25. Paragraphs 2 to 7, 9, 12, 19 to 22 and 24 of this Annex shall also apply to experts, assistants and staff.

Chapter 19. INSTITUTIONAL, GENERAL AND FINAL PROVISIONS

ARTICLE 19.1

Joint Committee

1. The Parties hereby establish a Joint Committee comprising delegates of Singapore and MERCOSUR, represented by the National Coordinators of the Common Market Group of each Signatory MERCOSUR State or their representatives.

2. The first meeting of the Joint Committee shall be held within one year after the entry into force of this Agreement. Thereafter, the Joint Committee shall meet every two years, unless the Parties agree otherwise. The Joint Committee shall be

co-chaired by a representative of Singapore and a representative of MERCOSUR. The Joint Committee shall agree on its meeting schedule and set its agenda. The Joint Committee may meet in person or by any other means, as mutually agreed by the Parties.

3. The Joint Committee shall:

(a) oversee and ensure the general functioning of this Agreement;

(b) supervise and facilitate the implementation and application of this Agreement, and further its general aims;

(c) supervise the work of all subcommittees, working groups and other bodies established under this Agreement;

(d) consider ways to further enhance trade relations between the Parties;

(e) seek to prevent or solve any issues that may arise in relation to the interpretation and application of the Agreement without prejudice to Chapter 18 (Dispute Settlement);

(f) examine any effects of an accession of a third country to MERCOSUR pursuant to Article.19.16 (Accessions to MERCOSUR) and, where appropriate, put in place any necessary adjustments or transition arrangements; and

(g) consider any other matter of interest relating to an area covered by this Agreement.

4. The Joint Committee may:

(a) decide to establish or dissolve any subcommittee, working group or other body, or allocate responsibilities or functions to it;

(b) communicate with all interested parties including private sector and civil society organisations;

(c) consider or adopt decisions to modify, in fulfilment of the objectives of this Agreement:

(i) Annex 2-A of Chapter 2 (National Treatment and Market Access for Goods), including its Appendices;

(ii) Chapter 3 (Rules of Origin) and its Annexes;

(iii) Annex 13-A of Chapter 13 (Government Procurement), including its Appendices;

(iv) Annex I (Schedules of Specific Commitments for Investment), Annex II (Schedules of Specific Commitments for Services), and Annex III (Schedules of Reservations and Non-conforming Measures for Services and Investment);

(v) Annex 15-A1, Annex 15-A2 and Annex 15-A3 of Chapter 15 (Intellectual Property Rights); or

(vi) any other areas that the Joint Committee may agree upon;

(d) adopt interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies set up under this Agreement including arbitration panels or arbitral tribunals referred to under Chapter 9 (Investment) and Chapter 18 (Dispute Settlement);

(e) adopt decisions or make recommendations as envisaged by this Agreement;

(f) adopt its own rules of procedure; and

(g) take any other action in the exercise of its functions as the Parties may agree.

ARTICLE 19.2

Subcommittees, working groups and other bodies

1. The composition, responsibilities and functions of subcommittees, working groups or any other bodies may be set out either by relevant provisions of this Agreement or by the Joint Committee acting consistently with this Agreement.

2. The subcommittees, working groups or any other bodies shall inform the Joint Committee of their schedule and agenda sufficiently in advance of their meetings. They may meet in person or by any other means, as mutually agreed by the Parties. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee.

3. The Joint Committee may decide to change or undertake for itself any responsibility or function assigned to a subcommittee, a working group or any other body.

4. The creation or existence of a subcommittee, a working group or any other body shall not prevent a Party from bringing any matter directly to the Joint Committee.

5. With respect to matters related to their area of competence, the subcommittees shall have the power to:

(a) monitor the implementation and ensure the proper functioning of this Agreement, and collaborate with the Joint Committee and other subcommittees for this purpose;

(b) adopt by agreement of the Parties recommendations and draft decisions proposed to be taken by the Joint Committee in accordance with Article 19.3 (Decision-making), related to all matters where this Agreement so provides;

(c) discuss issues arising from the implementation of this Agreement or of any supplementing agreement with a view to resolving them, without prejudice to Chapter 18 (Dispute Settlement); and

(d) provide a forum for the Parties to exchange information, discuss best practices and share implementation experience.

6. The tasks of the subcommittees are further defined as appropriate in the relevant chapters of this Agreement and can be modified, if necessary, by decision of the Joint Committee.

ARTICLE 19.3

Decision-making

1. Where provided for in this Agreement, the Joint Committee may adopt decisions which shall be binding on the Parties. The Parties shall take the necessary measures to implement such decisions.

2. The Joint Committee and other subcommittees may make appropriate recommendations, where provided for in this Agreement.

3. Decisions and recommendations under this Agreement shall be adopted by consensus among the Parties.

4. If a decision adopted by the Joint Committee requires the fulfilment of internal procedures by any of the Parties, the decision shall enter into force on the date that the last Party notifies that its internal requirements have been fulfilled, unless otherwise agreed. The Joint Committee may decide that such decisions may be applicable for those Parties that have fulfilled their internal requirements, provided that at least one Signatory MERCOSUR State, of the one part, and Singapore, of the other part, are among those Parties.

5. In case the Joint Committee considers or adopts decisions to modify parts of the Agreement, as per subparagraph (c) of Article 19.1 (4) (Joint Committee), the Parties may indicate, in accordance with their laws and regulations, whether they need to submit such modification to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.4

Contact points

1. For the purposes of this Agreement, all communications or notifications to or by a Party shall be made through its contact point.

2. The contact points of the Parties are:

(a) for MERCOSUR, National Coordinators of the Common Market Group of the Signatory MERCOSUR States, or its successors; and

(b) for Singapore, the Director of Americas Division, Ministry of Trade and Industry, or its successor.

3. Each Party shall notify the other Parties of any changes in its contact point in due time.

ARTICLE 19.5

Relations with other agreements

1. The Parties affirm their existing rights and obligations with respect to each other under existing bilateral and multilateral agreements to which they are party, including the WTO Agreement.

2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which that Party and at least one other Party are party, the relevant Parties which are party to the other agreement shall immediately consult each other with a view to finding a mutually satisfactory solution. This paragraph shall be without prejudice to a

Party's rights and obligations under Chapter 18

(Dispute Settlement) [1].

3. Notwithstanding paragraph 2, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2, those provisions shall apply.

4. For the purposes of this Agreement, any reference to articles in GATT 1994 or GATS includes the interpretative notes, where applicable.

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[1] For greater certainty, the Parties agree that the fact that an agreement provides more favourable treatment of goods, services, investment, or persons than that provided for under this Agreement does not mean that there is an inconsistency within the meaning of paragraph 2.

ARTICLE 19.6

Evolving WTO Law

If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary. As a result of such a review, the Parties may, by decision of the Joint Committee, amend or modify this Agreement accordingly.

ARTICLE 19.7

General Exceptions

1. Article XX (General Exceptions) of GATT 1994 and its interpretive notes are incorporated into and made part of this Agreement, mutatis mutandis, for the purposes of:

(a) Chapter 2 (National Treatment and Market Access for Goods), Chapter 3 (Rules of Origin), Chapter 5 (Trade Remedies), Chapter 7 (Sanitary and Phytosanitary Measures), Chapter 8 (Technical Barriers to Trade), Chapter 4 (Customs and Trade Facilitation); and

(b) Chapter 12 (Electronic Commerce), except to the extent that a provision of these Chapters applies to services or investment.

2. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) is incorporated into and made part of this Agreement, mutatis mutandis, for the purposes of:

(a) Chapter 10 (Trade in Services) and Chapter 11 (Movement of Natural Persons); and

(b) Chapter 12 (Electronic Commerce), to the extent that a provision of these Chapters applies to services.

3. Article XIV (a), (b) and (c) (General Exceptions) of GATS (including its footnotes) and Article XX(g) (General Exceptions) of GATT are incorporated into and made part of this Agreement, mutatis mutandis, for the purposes of Chapter 9 (Investment Chapter).

ARTICLE 19.8

Security exceptions

Nothing in this Agreement shall be construed:

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

(b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to the supply of services as carried out directly or indirectly for the purposes of provisioning a military establishment;

(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 purposes of supplying a military establishment;

(iii) relating to fissionable and fusionable materials or the materials from which they are derived;

(iv) taken in time of war or other emergency in international relations; or

(c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

ARTICLE 19.9

Taxation

1. Except as provided for in this Article, nothing in this Agreement shall apply to taxation measures.

2. Nothing in this Agreement shall affect the rights and obligations of a State Party under any tax agreement. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. The competent authorities of the States Parties shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.

3. Notwithstanding paragraph 2, Article 2.3 (National Treatment) of Chapter 2 (National Treatment and Market Access for Goods) and other provisions of this Agreement necessary to give effect to that Article shall apply to taxation measures to the same extent as does Article III (National Treatment on Internal Taxation and Regulation) of GATT 1994.

4. For the purposes of this Article:

(a) "competent authorities" means:

(i) For Singapore, the Chief Tax Policy Officer, Ministry of Finance, or the competent authority designated under any tax agreement between the State Parties, as the case may be, or their successor or such other public officer as may be designated by Singapore; and

(ii) For each Signatory MERCOSUR State, as indicated below:

(A) Argentina, the Minister of Economy or a designated representative;

(B) Brazil, the Minister of Finance and the Special Secretary of the Federal Revenue of Brazil or their designated representatives;

(C) Paraguay, the Minister of Economy and Finance or a designated representative;

(D) Uruguay, the Minister of Economy and Finance or a designated representative;

or their respective successors;

(b) "tax agreement" means an agreement for the avoidance of double taxation or other international taxation agreement, arrangement or convention; and

(c) "taxation measures" do not include:

(i) customs duties as defined in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods); or

(ii) the measures listed in subparagraphs (b), (c), (d), (e) and (f) of customs duties definition in Article 2.1 (Definitions) of Chapter 2 (National Treatment and Market Access for Goods).

ARTICLE 19.10

Temporary safeguard measures

1. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments from the current account in the event of serious balance of payment and external financial difficulties or a threat thereof.

2. Nothing in this Agreement shall be construed as preventing a Party from adopting or maintaining measures that restrict the transfers or payments related to capital movements:

(a) in the event of serious balance of payment and external financial difficulties or a threat thereof, or

(b) when, in extraordinary circumstances, payments or transfers relating to capital movements cause or threaten to cause serious difficulties in macroeconomic management, in particular in monetary or foreign exchange policy.

3. Any measure that is adopted or maintained in accordance with paragraphs 1 and 2 must:

(a) be applied in a non-discriminatory manner so that no Party receives a less favourable treatment than any other Party or non-party;

(b) be consistent with the Articles of Agreement of the IMF;

(c) prevent unnecessary damage to commercial, economic and financial interests of another Party;

(d) not go beyond that which is necessary to overcome the circumstances set out in paragraphs 1 or 2; and

(e) be temporary and progressively withdrawn as soon as the circumstances set out in paragraphs 1 and 2 improve.

4. With regard to trade of goods, no provision of this Agreement shall be construed as preventing a Party from adopting measures to restrict importations in order to safeguard its external financial position or balance of payments. These measures which restrict importations must be consistent with GATT 1994 and the Understanding of the Balance of Payments Provisions of GATT 1994.

5. With regard to trade in services, no provision in this Agreement shall be construed as preventing a Party from taking restrictive trade measures in order to safeguard its external financial position or balance of payments. These restrictive measures must be consistent with GATS.

6. A Party that adopts or maintains measures in accordance with paragraphs 1, 2, 4 or 5 shall:

(a) provide, with no undue delay, notice of the measures adopted or maintained to the other Parties, including any modification thereof; and

(b) with no undue delay commence consultations with the other Parties to make their best efforts to review, whenever possible, the measures that it has previously maintained or adopted [2] :

(i) in the case of capital movements, respond to any other Party that makes an enquiry on the measures adopted by the former Party, provided that said enquiry is not made outside the framework of this Agreement.

(ii) in the case of current account transactions, provided that consultations related to the measures adopted are not carried out before the WTO, a Party shall, if required to, promptly commence consultations with any interested Party.

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[2] For the avoidance of doubt, the term "consultations" in this Article does not refer to the consultations under Article 18.6 (Consultations) of Chapter 18 (Dispute Settlement), and the term "review" in this Article does not require a Party to obtain the agreement from any other Party referred to under paragraph 6(b)(i) or any interested Party referred to under paragraph 6(b)(ii) in order to adopt or maintain safeguard measures in accordance with this provision.

ARTICLE 19.11

Disclosure of information

1. Nothing in this Agreement shall be construed to require a Party to make available 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 a particular juridical person, public or private.

2. Unless otherwise provided for in this Agreement, where a Party provides information to another Party (or to the Joint Committee, subcommittees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, subcommittees, working groups or any other bodies) receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and not disclose it without specific written permission of the Party providing the information.

ARTICLE 19.12

Amendments

1. The State Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force on the first day of the second month following the date on which the State Parties have exchanged written notifications certifying that they have completed their respective applicable legal requirements, or in any manner otherwise agreed upon by the Parties.

2. Notwithstanding paragraph 1, the Joint Committee may adopt any modification to this Agreement, where provided for in subparagraph (c) of Article 19.1 (4) (Joint Committee).

3. In case the Parties consider or adopt decisions to amend this Agreement pursuant to paragraph 1, the State Parties may indicate, in accordance with their laws and regulations, whether they need to submit such amendment to further internal processes, including ratification, acceptance or approval.

ARTICLE 19.13

Entry into force

1. This Agreement shall be ratified by each Signatory MERCOSUR State and Singapore in accordance with their respective legal requirements. The instruments of ratification shall be deposited with the Depositary. The Depositary shall promptly notify each Signatory MERCOSUR State and Singapore, and provide them with the date and a copy of the deposit of an instrument of ratification.

2. This Agreement shall enter into force for the Signatory MERCOSUR States that have deposited their instruments of ratification and Singapore, on the first day of the second month following the date on which at least Singapore and one Signatory MERCOSUR State have deposited their instruments of ratification with the Depositary.

3. After the entry into force of this Agreement pursuant to paragraph 2, for any Signatory MERCOSUR State for which this Agreement has not entered into force, this Agreement shall enter into force on the first day of the second month following the date on which said Signatory MERCOSUR State has deposited its instrument of ratification with the Depositary. This Agreement shall enter into force for MERCOSUR on the first day of the second month following the date on which all Signatory MERCOSUR States have deposited their instruments of ratification with the Depositary.

ARTICLE 19.14

Transitional provisions

1. Until this Agreement enters into force for all Signatory MERCOSUR States, the rights and obligations under this Agreement shall only apply to the Signatory MERCOSUR States for which this Agreement is in force and Singapore, according to the following provisions.

2. Any reference to:

(a) "MERCOSUR" shall be understood to refer to such Signatory MERCOSUR States for which this Agreement is in force; and

(b) "Parties" and "State Parties" shall be understood to refer to such Signatory MERCOSUR State or States for which this Agreement is in force and Singapore.

ARTICLE 19.15

Duration

1. This Agreement shall be valid indefinitely.

2. MERCOSUR and the Signatory MERCOSUR States may collectively terminate this Agreement by means of a written notification to the Depositary. Singapore may terminate this Agreement by means of a written notification to the Depositary.

3. This Agreement shall be terminated 6 (six) months after the notification pursuant to paragraph 2. This is without prejudice to specific provisions in this Agreement which qualify the effect of the termination, namely, Article 9.17 (Savings Clause) of Chapter 9 (Investment).

4. Within 30 (thirty) days of delivery of a notification under paragraph 2, a Party may request consultations regarding whether the termination of any provision of this Agreement should take effect at a later date than provided under paragraph 2. Such consultations shall commence within 30 days of a Party's delivery of such request.

5. The Agreement shall terminate for any Signatory MERCOSUR State which withdraws from the Treaty of Asunción, on the same date the withdrawal from the Treaty of Asunción takes place. MERCOSUR shall promptly notify Singapore of any intent formally expressed by a Signatory MERCOSUR State of such withdrawal.

6. If a Signatory MERCOSUR State withdraws from the Treaty of Asunción, this Agreement shall remain in force for MERCOSUR, the remaining Signatory MERCOSUR States and for Singapore.

ARTICLE 19.16

Annexes and Appendices

The Annexes and Appendices to this Agreement shall form an integral part thereof.

ARTICLE 19.17

Accessions to MERCOSUR

1. The accession to this Agreement of any Member State of MERCOSUR which is not an original Signatory MERCOSUR State shall be on terms and conditions mutually agreed among the original State Parties to this Agreement and the acceding party through negotiations. Such accession shall be done through an additional protocol to this Agreement.

2. MERCOSUR shall promptly notify Singapore of the outcome of accession negotiations with a candidate country for accession to MERCOSUR and of the entry into force of any accession to MERCOSUR.

3. Nothing in this Article prejudices the Parties' rights under Article 19.15 (Duration).

ARTICLE 19.18

Territorial application

This Agreement shall apply:

(a) with respect to MERCOSUR and the Signatory MERCOSUR States, to the territory of the Signatory MERCOSUR States as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions); and

(b) with respect to Singapore, to its territory as defined in Article 1.3 (Definitions of General Application) of Chapter 1 (Initial Provisions and General Definitions).

ARTICLE 19.19

Depositary

The Government of the Republic of Paraguay shall act as Depositary of this Agreement and shall notify all Parties that have signed or acceded to this Agreement of the deposit of any instrument of ratification or provisional application, the entry into force of this Agreement, of its termination or of any withdrawal therefrom.

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

Done at Rio de Janeiro, on the 7th of December 2023, in two originals in the English language. The texts translated into the Spanish and Portuguese languages shall be adopted by an exchange of diplomatic notes within 180 (one hundred and eighty) days, all texts being equally authentic. In case of divergence of interpretation, the English language text shall prevail.

For the Argentine Republic

Cecilia Todesca Bocco

Secretary of International Economic Relations of the

Ministry of Foreign Affairs, International Trade and Worship

For the Federative Republic of Brazil

Mauro Vieira

Minister of Foreign Affairs

For the Republic of Paraguay

Rubén Ramírez Lezcano

Minister of Foreign Affairs

For the Oriental Republic of Uruguay

Omar Paganini

Minister of Foreign Affairs

For the Republic of Singapore

Vivian Balakrishnan

Minister for Foreign Affairs