

# **AGREEMENT ON ECONOMIC AND TRADE COOPERATION BETWEEN THE EURASIAN ECONOMIC UNION AND ITS MEMBER STATES, OF THE ONE PART, AND THE PEOPLE'S REPUBLIC OF CHINA, OF THE OTHER PART**

The Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Kyrgyz Republic, the Russian Federation (hereinafter referred to as "the EAEU Member States") and the Eurasian Economic Union (hereinafter referred to as "the EAEU"), of the one part, and the People's Republic of China (hereinafter referred to as "China"), of the other part,

RECOGNIZING longstanding friendship and strong economic and trade relationship between the Eurasian Economic Union Member States and China and desiring to strengthen their cooperative partnership;

DESIRING to create environment and conditions for the development of mutual trade relations and for the promotion of economic cooperation between the Parties in the areas of mutual interest;

RECOGNIZING the importance of economic integration in the Asia-Pacific and Eurasia and the importance of conjunction of the Eurasian Economic Union and the Belt and Road Initiative as a means of establishing strong and stable trade relations in the region;

UPHOLDING their right to regulate in order to meet national policy objectives, and preserving their flexibility to safeguard the public welfare;

HAVE AGREED as follows:

## **Chapter 1. GENERAL PROVISIONS**

### **Article 1.1. General Provisions and Definitions**

For the purposes of this Agreement unless otherwise specified:

- (a) "Agreement on Agriculture" means the Agreement on Agriculture in Annex 1A to the WTO Agreement;
- (b) "Agreement on Safeguards" means the Agreement on Safeguards in Annex 1A to the WTO Agreement;
- (c) "Anti-Dumping Agreement" means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;
- (d) "Customs Valuation Agreement" means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;
- (e) "days" means calendar days including weekends and holidays;
- (f) "Eurasian Economic Commission" means the permanent regulatory body of the EAEU established in accordance with the Treaty on the Eurasian Economic Union of 29 May 2014 (hereinafter referred to as "the Treaty on the EAEU");
- (g) "GATT 1994" means the General Agreement on Tariffs and Trade 1994 and its interpretative notes in Annex 1A to the WTO Agreement;
- (h) "Parties" means, on the one hand, the EAEU within its areas of competence as derived from the Treaty on the EAEU and/or the EAEU Member States, and on the other hand, China;
- (i) "SCM Agreement" means the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement;
- (j) "SPS Agreement" means the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the WTO Agreement;

(k) "TBT Agreement" means the Agreement on Technical Barriers to Trade in Annex 1A to the WTO Agreement;

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

(m) "WTO Agreement" means the Marrakesh Agreement establishing the World Trade Organization of 15 April 1994;

(n) "WTO" means the World Trade Organization established in accordance with the WTO Agreement.

## **Article 1.2. Objective of this Agreement**

The objective of this Agreement is to establish a basis for further development of economic relations between the Parties by ensuring cooperation in the fields covered by this Agreement and facilitating communications between the Parties on matters covered by this Agreement.

## **Article 1.3. Geographical Applicability**

For the implementation of this Agreement only, this Agreement shall apply to the entire customs territory of each of the Parties.

## **Article 1.4. Relation to other Agreements**

1. The Parties affirm their rights and obligations with respect to each other under the WTO Agreement, as well as bilateral agreements to which an EAEU Member State and China are parties.

2. In the event of a divergence between a provision of this Agreement and a provision of the WTO Agreement, the provision of the WTO Agreement shall prevail to the extent of the divergence.

3. In the event of the divergence mentioned in paragraph 2 of this Article the Parties shall immediately consult with a view to finding a mutually acceptable solution.

4. In case a bilateral agreement to which an EAEU Member State and China are parties provides for treatment more favorable in respect of issues

covered by this Agreement than the one provided for in this Agreement, the provision of such more favorable treatment shall prevail.

## **Article 1.5. Consultations**

Any disputes arising from this Agreement shall be settled by the Parties via consultations in order to reach a mutually acceptable solution

## **Article 1.6. Most-Favored-Nation-Treatment**

Article I of GATT 1994 and its interpretative notes as well as any exception, exemption and waiver to the obligation to grant treatment set out in Article I of GATT 1994 applicable under the WTO Agreement are incorporated into and form part of this Agreement.

## **Article 1.7. National Treatment**

Article III of GATT 1994 and its interpretative notes as well as any exception, exemption and waiver to the obligation to grant treatment set out in Article III of GATT 1994 applicable under the WTO Agreement are incorporated into and form part of this Agreement.

## **Article 1.8. Fees and Formalities Connected with Importation and Exportation**

Article VIII of GATT 1994 and its interpretative notes as well as any exception, exemption and waiver to the obligations set out in Article VIII of GATT 1994 applicable under the WTO Agreement are incorporated into and form part of this Agreement.

## **Article 1.9. General Exceptions**

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures:

- (a) necessary to protect public morals;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the importations or exportations of gold or silver;
- (d) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of GATT 1994, including those relating to customs enforcement, the enforcement of monopolies operated under paragraph 4 of Article I of GATT 1994, the protection of patents, trademarks and copyrights, and the prevention of deceptive practices;
- (e) relating to the products of prison labour;
- (f) imposed for the protection of national treasures of artistic, historic or archaeological value;
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- (h) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price as part of a governmental stabilization plan; Provided that such restrictions shall not operate to increase the exports of or the protection afforded to such domestic industry, and shall not depart from the provisions of GATT 1994 relating to non-discrimination;
- (i) essential to the acquisition or distribution of products in general or local short supply; Provided that any such measures shall be consistent with the principle that the Parties are entitled to an equitable share of the international supply of such products, and that any such measures, which are inconsistent with the other provisions of GATT 1994 shall be discontinued as soon as the conditions giving rise to them have ceased to exist.

## **Article 1.10. Security Exceptions**

Nothing in this Agreement shall be construed:

- (a) to require a Party to furnish any information the disclosure of which it considers contrary to its essential security interests; or
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests
  - (i) relating to fissionable materials or the materials from which they are derived;
  - (ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;
  - (iii) 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 1.11. Disclosure of Confidential Information**

Nothing in this Agreement shall require a 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.

# **Chapter 2. TRANSPARENCY**

## **Article 2.1. Objective**

The objective of this Chapter is to establish effective mechanisms and disciplines related to publication and administration

of measures of general application pertaining to the matters covered by this Agreement.

## **Article 2.2. Publication of Measures**

1. Each Party shall ensure in accordance with its relevant laws and regulations timely publication or other public availability for free access, including in the electronic form, of its measures of general application, including information on amendments of such measures and international agreements to which it is party entering into force after the date of entry into force of this Agreement, on all matters covered by this Agreement. Information in the electronic form, where feasible, shall be made available on official publicly accessible websites of responsible bodies, with reference to a body responsible for application and enforcement of such measure. Interested persons shall be provided with non-discriminatory access to information on such measures, including, where feasible, through a fee-free accessible website.

2. To the extent possible each Party in accordance with its relevant laws and regulations shall:

(a) publish in advance any measure mentioned in paragraph 1 of this Article, which is envisaged for adoption; and

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

3. No measure of general application taken by any Party effecting an advance in rate of duty or other charge on imports under an established and uniform practice, or imposing a new or more burdensome requirement, restriction or prohibition on imports, or on the transfer of payments therefor, shall be enforced before such measure has been officially published.

## **Article 2.3. Administration of Measures**

1. Each Party shall administer in a uniform, impartial and reasonable manner all its measures of general application pertaining to the operation of this Agreement.

2. Each Party shall maintain, or institute as soon as practicable, judicial, arbitral or administrative tribunals or procedures for the purpose, inter alia, of the prompt review and correction of administrative action relating to customs matters. Such tribunals or procedures shall be independent of the agencies entrusted with administrative enforcement and their decisions shall be implemented by, and shall govern the practice of, such agencies unless an appeal is lodged with a court or tribunal of superior jurisdiction within the time prescribed for appeals to be lodged by importers; Provided that the central administration of such agency may take steps to obtain a review of the matter in another proceeding if there is good cause to believe that the decision is inconsistent with established principles of law or the actual facts.

3. The provisions of paragraph 2 of this Article shall not require the elimination or substitution of procedures in force in the territory of a Party on the date of this Agreement which in fact provide for an objective and impartial review of administrative action even though such procedures are not fully or formally independent of the agencies entrusted with administrative enforcement. Any Party employing such procedures shall, upon request, furnish the other Party with full information thereon in order that the latter Party may determine whether such procedures conform to the requirements of this paragraph.

## **Article 2.4. Notification on Measures and Provision of Information**

1. Each Party shall endeavor to notify the other Party of the information on any measure that the former Party considers might materially affect the operation of this Agreement.

2. If a Party considers that a measure of general application pertaining to the matters covered by this Agreement of the other Party may have effect on the operation of this Agreement, such Party shall have a right to request the other Party to provide detailed information on the measure in question. In its request for information, the requesting Party shall provide the practical reasons for such request.

3. Upon the request of a Party the other Party shall timely provide necessary information and respond to relevant questions concerning any measure of general application adopted or envisaged for adoption. Information upon the request under this paragraph shall be provided no later than within 45 days in the state/official language of the replying Party from the date of receipt of the request.

4. The information requested under paragraphs 1 and 2 of this Article shall be provided in writing in English or in a state/official language of a Party with English translation attached for reference.

5. The request for information of one Party and the relevant response of the other Party shall be provided through the contact points of the Parties, designated in accordance with Article 12.2 of this Agreement.

6. For the purposes of this Agreement the information shall be considered as provided in accordance with paragraphs 1 and 3 of this Article if it has been provided by a Party in accordance with its obligations under the WTO Agreement or if relevant information has been made publicly available, including through an official website of a competent body on the Internet.

## **Chapter 3. TRADE REMEDIES**

### **Article 3.1. General Provisions**

The Parties shall apply anti-dumping, countervailing and safeguard measures in accordance with the provisions of Article VI and Article XIX of GATT 1994, the Anti-Dumping Agreement, the SCM Agreement and the Agreement on Safeguards, respectively.

### **Article 3.2. Exchange of Information on Laws and Regulations**

1. The Parties shall provide to each other their laws and regulations currently in force governing imposition and application of the anti-dumping, countervailing and safeguard measures within their territories. The Parties shall inform each other of any changes in these laws and regulations not later than 60 days after these changes come into force.

2. The EAEU Member States shall be considered as having complied with the provisions of paragraph 1 of this Article if the relevant information has been provided to China by the EAEU.

### **Article 3.3. Notifications**

A Party considering initiating an anti-dumping, countervailing duty or safeguard investigation shall endeavor to provide the other Party with a written notification of the receipt of the application for the initiation of such investigation no later than 15 days prior to the initiation of the investigation.

### **Article 3.4. Exchange of Information**

1. The Parties shall ensure the exchange of the information in a timely manner in the sphere of imposition and application of anti-dumping, countervailing and safeguard measures, including methodologies and experience of the Parties, in order to facilitate mutual understanding of practices of the Parties.

2. The Parties shall ensure the exchange of the information and opinions on the regular basis on the international practice of imposition and application of anti-dumping, countervailing and safeguard measures as well as its evolution.

3. Each Party may request the other Party in writing to provide information on any issue covered by this Chapter. The request shall include the reasons for the request of the former Party. The Parties shall endeavor to provide the requested information in writing within a reasonable period of time but not exceeding 30 days upon receipt of the request. The provision of the requested information shall not prevent the Parties from initiating an anti-dumping, countervailing duty or safeguard investigation and shall not impede such investigation.

### **Article 3.5. Consultations**

The Parties may consult on the issues covered by this Chapter. For this purpose a Party shall provide the other Party with a written request for consultations. The consultations shall take place as soon as possible, but not later than 30 days upon receipt of such a written request. Such consultations shall not prevent the Parties from initiating an anti-dumping, countervailing duty or safeguard investigation and shall not impede such investigation.

### **Article 3.6. Exchange of Contact Information**

1. The Parties shall exchange information on the names and contacts of the investigating authorities and other competent authorities of the Parties participating in the cooperation in accordance with this Chapter within 30 days from the date of entry into force of this Agreement. The Parties shall promptly notify each other of any change to the investigating authorities and other competent authorities.

2. The EAEU Member States shall be considered as having complied with the provisions of paragraph 1 of this Article if the relevant information has been provided to China by the EAEU.

### **Article 3.7. Non-application of Chapter 2**

The provisions of this Chapter shall be excluded from the application of Chapter 2 of this Agreement.

### **Article 3.8. Subsidy Related Issues**

1. Upon request of a Party, the other Party within a reasonable period of time shall provide its subsidy notification produced according to Article 25.3 of the SCM Agreement. Where a Party is not a WTO member, the Party shall provide a subsidy notification, of which both the format and contents shall be identical to those required by Article 25.3 of the SCM Agreement.

A Party may make a request in writing for information on the nature and extent of a subsidy granted or maintained by the other Party. The Party so requested shall provide such information as quickly as possible and in a comprehensive manner, and shall be ready, upon request, to provide additional information to the requesting Party.

2. If a Party has reason to believe that a subsidy granted or maintained by the other Party results in injury to its domestic industry, nullification or impairment or serious prejudice as defined by the SCM Agreement, such Party may request consultations with the other Party.

A request for consultations shall include a statement of available evidence with regard to (a) the existence and nature of the subsidy in question, and (b) the injury caused to the domestic industry, or the nullification or impairment, or serious prejudice caused to the interests of the requesting Party.

3. Consultations indicated in the above paragraphs of this Article shall take place within 60 days upon receipt of the request unless the Parties agree otherwise.

4. This Article shall not apply to subsidies related to products listed in Annex I to the Agreement on Agriculture.

## **Chapter 4. TECHNICAL BARRIERS TO TRADE**

### **Article 4.1. Objectives**

The objectives of this Chapter are to:

- (a) facilitate trade in goods between the Parties by preventing and eliminating unnecessary barriers to trade, which may arise as a result of the preparation, adoption and application of standards, technical regulations and conformity assessment procedures;
- (b) strengthen cooperation between the Parties, including information exchange in relation to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures;
- (c) promote mutual understanding of each Party's standards, technical regulations and conformity assessment procedures;
- (d) strengthen cooperation between the Parties in the work of international bodies related to standardization, accreditation and conformity assessment;
- (e) effectively solve the problems arising from trade between the Parties within the scope of this Chapter.

### **Article 4.2. Definitions**

For the purposes of this Chapter, the definitions set out in Annex 1 to the TBT Agreement shall apply.

### **Article 4.3. Scope**

1. This Chapter shall apply to all standards, technical regulations and conformity assessment procedures of the Parties that may directly or indirectly affect the trade in goods between the Parties except for:

- (a) purchasing specifications prepared by governmental bodies for production or consumption requirements of governmental bodies; and
- (b) sanitary and phytosanitary measures as defined in Chapter 5 of this Agreement.

2. Each Party shall take such reasonable measures, as may be available to it, to ensure compliance with the provisions of this Chapter by local governmental bodies and non-governmental bodies within its territory which are responsible for

preparation, adoption and application of standards, technical regulations and/or conformity assessment procedures.

## **Article 4.4. Incorporation of the TBT Agreement**

Except as otherwise provided for in this Chapter, the TBT Agreement shall apply between the Parties and is incorporated into and form part of this Agreement.

## **Article 4.5. Transparency**

1. The Parties acknowledge the importance of transparency with regard to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures.
2. Where a Party provides notification under Article 2.9 and/or Article 5.6 of the TBT Agreement it shall:
  - (a) provide a period of at least 60 days for the other Party and its stakeholders to make comments;
  - (b) upon written request, make available to the other Party the text of any proposed technical regulations and conformity assessment procedures within 12 days upon receipt of the request;
  - (c) take into consideration the comments made within the period for comments by the other Party or its stakeholders;
  - (d) provide to the other Party information on the reasons for not accepting the comments referred to in subparagraph c of this paragraph upon request.
3. Where a Party makes notification under Article 2.10 and/or Article 5.7 of the TBT Agreement it shall upon written request of the other Party, provide the copies of the notified technical regulations and/or conformity assessment procedures within 5 days upon receipt of such request.
4. Each Party shall make available to the other Party the list of accredited/designated certification bodies and test laboratories, as well as information on their accreditation/designation scope.
5. Each Party should allow a reasonable interval, normally not less than 6 months, between the publication of technical regulations and their entry into force, except for situations where urgent problems of safety, health, environmental protection or national security arise or threaten to arise for the Parties or when this would be ineffective in fulfilling the legitimate objectives pursued by such technical regulations.
6. Each Party shall ensure prompt publication of adopted technical regulations and conformity assessment procedures or make them available in such a manner as to enable interested persons of the other Party to become acquainted with them.

## **Article 4.6. Cooperation**

1. Each Party shall, upon request of the other Party, give positive consideration to proposals of cooperation on standards, technical regulations and conformity assessment procedures. Such cooperation, which shall be based on mutually determined terms and conditions, may include but is not limited to the following activities:
  - (a) joint seminars for enhancing mutual understanding of standards, technical regulations and conformity assessment procedures in each Party;
  - (b) exchange of officials of the Parties for training purposes;
  - (c) exchange of information on market surveillance activities related to products of mutual interest within the scope of this Chapter;
  - (d) cooperation in scientific and technical areas with an aim to improve the quality of technical regulations;
  - (e) comparison studies on each other's technical regulations and standards;
  - (f) exploration of opportunities for cooperation in metrology, testing, inspection and certification areas;
  - (g) enhancement of cooperation in areas of mutual interest in the work of relevant international bodies related to the development and application of standards and conformity assessment procedures;
  - (h) strengthening of communication and cooperation in order to enhance coordination in the Committee on Technical Barriers to Trade of the WTO (hereinafter referred to as the "WTO/TBT Committee") and other relevant international or

regional fora;

(i) encouragement of the bodies responsible for standards, technical regulations and conformity assessment procedures in each Party to cooperate on matters of mutual interest.

2. The implementation of paragraph 1 of this Article shall be subject to the availability of appropriate funds and the respective laws and regulations of the Parties.

3. The Parties agree to exchange information on standards, technical regulations and conformity assessment procedures, including testing, inspection, certification, accreditation and metrology, with a view to enhancing cooperation in these areas.

4. The Parties shall endeavor to establish and maintain mechanisms, on the basis of which the gradual alignment of their standards, technical regulations and conformity assessment procedures can be achieved, inter alia, by the following means:

(a) encouragement of the use of adopted international instruments in these areas, including those developed within the framework of the WTO/TBT Committee;

(b) greater harmonization of national standards of the Parties with relevant international standards, except where inappropriate or ineffective.

5. A Party shall, upon request of the other Party, give consideration to proposals for cooperation on specific sectors or product groups within the scope of this Chapter.

6. On the basis of alignment of standards, technical regulations and conformity assessment procedures for specific sectors or product groups, the Parties may consider to initiate negotiations on agreements in order to facilitate trade in goods between the Parties by eliminating unnecessary barriers to trade.

7. Where a Party detains, at a port of entry, goods exported from the other Party due to lack of necessary documents confirming compliance of these goods with technical regulation(s) or conformity assessment procedures or perceived failure of compliance of these goods with technical regulation(s) or conformity assessment procedures of this Party, the reasons for the detention shall be promptly notified to the importer or representative of the importer (carrier).

## **Article 4.7. Technical Consultations**

1. When a Party considers that a relevant technical regulation or conformity assessment procedure of the other Party has created unnecessary obstacle to its exports to that other Party, it may request technical consultations.

2. The requested Party shall enter into technical consultations within 60 days upon receipt of the request with a view to finding a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.

## **Article 4.8. Information Exchange**

1. Unless otherwise provided for in this Chapter, a Party shall respond to other Party's request within a reasonable period of time that should not normally exceed 60 days.

2. The Parties shall, to the fullest extent possible, endeavor to exchange information relevant to the matters covered by this Chapter in English.

## **Article 4.9. Contact Points**

1. Each Party shall designate a contact point or contact points which shall have the responsibility for coordinating the operation of this Chapter.

The functions of such contact points shall include:

(a) cooperation between the Parties under Article 4.5 of this Chapter;

(b) exchange of information within the scope of this Chapter;

(c) provision and receipt of requests for cooperation within the scope of this Chapter and provision of relevant responses;

(d) provision and receipt of requests for consultations under Article 4.7 of this Chapter and provision of relevant responses.



2. Each Party shall provide the other Party with the information on the designated contact point or contact points including contact details such as name(s) of the contact person(s), telephone number(s), fax number(s) and email address(es).
3. Each Party shall notify the other Party promptly of any change in its contact point(s) or any amendments to the details of the relevant contact person(s).

## **Chapter 5. SANITARY AND PHYTOSANITARY MEASURES**

### **Article 5.1. Objectives**

The objectives of this Chapter are to:

- (a) enhance cooperation for the purpose of minimizing negative effects of the sanitary and phytosanitary measures on trade of the Parties while protecting human, animal or plant life or health in the territories of the Parties and recognizing the right of the Parties to adopt and enforce sanitary and phytosanitary measures consistent with their international obligations;
- (b) strengthen mutual understanding of the regulatory systems of the Parties in the sphere of sanitary and phytosanitary measures;
- (c) enhance transparency of sanitary and phytosanitary measures and regulatory systems of the Parties; and
- (d) strengthen cooperation between competent authorities of the Parties in the sphere of sanitary and phytosanitary measures.

### **Article 5.2. Scope**

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

### **Article 5.3. Definitions**

For the purposes of this Chapter, the definitions set out in Annex A to the SPS Agreement shall apply.

### **Article 5.4. Incorporation of the SPS Agreement**

Except as otherwise provided for in this Chapter, the SPS Agreement shall apply between the Parties and is incorporated into and form part of this Agreement.

### **Article 5.5. Information Exchange and Transparency**

1. The Parties acknowledge the importance of transparency in the preparation and application of sanitary and phytosanitary measures, inter alia, through the exchange of information on their respective sanitary and phytosanitary measures in a timely manner.
2. When a Party makes notification in accordance with paragraph 5 (b) or paragraph 6 (a) of Annex B of the SPS Agreement, this Party shall provide, upon request, copies of the proposed regulation to the requesting Party.
3. Each Party shall allow at least 60 days for the other Party to present comments on the proposed sanitary or phytosanitary measures except where urgent problems of health protection arise or threaten to arise.
4. Each Party shall take the comments of the other Party into account and shall endeavor to provide responses to these comments upon request.
5. Where a Party detains, at the port of entry, goods exported from the other Party due to a perceived failure to comply with sanitary or phytosanitary requirements, the reasons for the detention shall be provided in writing to the importer or representative of the importer (carrier).
6. Each Party, upon written request from the other Party, shall endeavor to provide timely information on any matter related to sanitary and phytosanitary measures which has arisen or may arise from bilateral trade between the Parties.
7. The Parties shall endeavor to exchange information in English.

## **Article 5.6. Cooperation**

1. The Parties agree to cooperate in order to facilitate the operation of this Chapter and to strengthen mutual understanding of relevant systems. Such cooperation shall be based on mutually agreed terms and conditions and may include, but is not limited to:

- (a) exchange of information related to sanitary and phytosanitary measures within the scope of this Chapter;
- (b) encouragement of cooperation, communication and coordination between competent authorities of the Parties involved into issues on food safety, human, animal or plant life or health within the framework of relevant international organizations, including the International Plant Protection Convention, the Codex Alimentarius Commission and the World Organization for Animal Health;
- (c) development of training programs for exchange of experience between the competent authorities in order to deepen mutual understanding of measures taken by the Parties to ensure food safety and to prevent spread of animal diseases and pests;
- (d) cooperation on matters pertaining to adaptation to regional conditions, including recognition of the pest- or disease-free areas and areas of low pest or disease prevalence of the Parties;
- (e) encouragement of exchange of experience with respect to, inter alia, laboratory testing techniques, disease/pest control methods and risk analysis methodology; and
- (f) enhancement of cooperation and exchange of experience between the Enquiry Points of the Parties designated for sanitary and phytosanitary matters pursuant to the WTO Agreement.

2. The Parties may conclude additional arrangements to further cooperation on development and application of sanitary and phytosanitary measures.

## **Article 5.7. Technical Consultations**

1. When a Party considers that a sanitary or phytosanitary measure of the other Party has created disguised restriction on its export to the other Party, it may request technical consultations.

2. The requested Party shall enter into technical consultations within a period not exceeding 60 days upon receipt of the request with a view to finding a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.

## **Article 5.8. Contact Points**

1. Each Party shall designate a contact point or contact points which shall, for that Party, have the responsibility for coordinating the operation of this Chapter.

The functions of such contact points shall include:

- (a) cooperation under Article 5.5 of this Chapter;
- (b) provision and receipt of requests for consultations under Article 5.7 of this Chapter;
- (c) provision and receipt of requests for cooperation within the framework of this Chapter and provision of relevant responses.

2. Each Party shall provide the other Party with information on the designated contact point or contact points including contact details such as name(s) of the contact person(s), telephone number(s), fax number(s) and email address(es).

3. Each Party shall notify the other Party promptly of any change in its contact points or any amendments to the details of the relevant contact person(s).

# **Chapter 6. CUSTOMS COOPERATION AND TRADE FACILITATION**

## **Article 6.1. Definitions**

For the purposes of this Chapter:

(a) "advance ruling" means a written decision provided by a Party to an applicant prior to the importation of a good covered by the application that sets forth the treatment that the Party shall provide to the good at the time of importation with regard to the good's tariff classification, and the origin of the good;

(b) "customs law" means the customs law within the meaning of International Convention on the Simplification and Harmonization of Customs Procedures (Revised Kyoto Convention);

(c) "inward processing" means the customs procedure under which certain goods can be brought into a Party's customs territory conditionally relieved, totally or partially, from payment of import duties and taxes, or eligible for duty drawback, on the basis that such goods are intended for manufacturing, processing, or repair and subsequent exportation;

(d) "means of transport" means various types of vessels, vehicles, including railway vehicles, aircrafts, which enter or leave the territory of a Party carrying persons and/or goods.

## **Article 6.2. Scope and Objectives**

1. This Chapter shall apply to customs operations and to other customs matters pertaining to trade in goods between the Parties and related movement of means of transport between the Parties.

2. The objectives of this Chapter are to:

(a) simplify customs operations of the Parties;

(b) facilitate trade between the Parties, including by expediting release and clearance of goods so as to speed up their cross-border movement and reduce related costs borne by traders of the Parties;

(c) enhance transparency and predictability of customs operations of the Parties; and

(d) promote customs cooperation within the scope of this Chapter.

## **Article 6.3. Facilitation**

1. Each Party shall administer in a uniform, impartial and reasonable manner its laws and regulations of general application pertaining to matters covered by this Chapter, with the purpose to make their customs practices predictable, consistent and transparent.

2. The Parties shall use effective customs procedures, based, as appropriate, on international standards, with the aim to reduce costs and unnecessary delays in trade in goods between them, in particular the standards and recommended practices of the World Customs Organization.

3. The Parties shall endeavor to periodically review their customs operations with a view to simplifying them in order to facilitate trade between the Parties.

4. The Parties shall endeavor to limit customs controls, formalities and the number of documents required in the context of trade in goods between the Parties to those necessary and appropriate to ensure compliance with legal requirements, thereby simplifying, to the greatest extent possible, the related procedures.

5. The Parties may mutually recognize identification means applied and documents required by the Parties for the purpose of control of goods and means of transport in transit based on the conditions agreed by the Parties.

## **Article 6.4. Customs Valuation**

The Parties shall determine the customs value of goods traded between the Parties in accordance with the relevant provisions of the WTO Agreement, including the Customs Valuation Agreement.

## **Article 6.5. Tariff Classification**

The Parties shall apply commodity nomenclatures based on the latest edition of the Harmonized System set out in the Annex to International Convention on the Harmonized Commodity Description and Coding System of 24 June 1986 (hereinafter referred to as "the Harmonized System") to goods traded between them.

## **Article 6.6. Risk Management**

1. Each Party shall adopt or maintain a risk management system for customs control.
2. Each 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 Party shall concentrate customs control and, to the extent possible other relevant border controls, on high-risk consignments and expedite the release of low-risk consignments. A Party also may select, on a random basis, consignments for such controls as part of its risk management.
4. Each 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.
5. For the purpose of this Article the Parties shall endeavor to promote the submission to the customs authorities of preliminary information on transported goods and means of transport.

## **Article 6.7. Temporary Admission of Goods and Inward Processing**

1. Each Party shall allow, as provided for in its customs law, 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 Party shall allow, as provided for in its customs law, inward processing of goods.

## **Article 6.8. Perishable Goods**

1. The Parties shall endeavor to ensure expedited customs clearance in respect of perishable goods, provided that all regulatory requirements of the laws and regulations of an importing Party have been met.
2. With a view to preventing avoidable loss or deterioration of perishable goods, and provided that all regulatory requirements have been met, each Party shall provide for the release of perishable goods:
  - (a) under normal circumstances within the shortest possible time; and
  - (b) in exceptional circumstances where it would be appropriate to do so, outside the business hours of customs and other relevant authorities.
3. Each Party shall give appropriate priority to perishable goods when scheduling any examinations that may be required.

## **Article 6.9. Release of Goods**

1. Each Party shall adopt or maintain simplified customs procedures for the efficient release of goods without unreasonable delays in order to facilitate trade between the Parties. For greater certainty, this paragraph shall not require a Party to release goods where its requirements for release have not been met.
2. In accordance with paragraph 1 of this Article, each Party shall adopt or maintain procedures that:
  - (a) provide for the release of goods as rapidly as possible after arrival, provided that all other regulatory requirements have been met;
  - (b) as appropriate, provide for advance electronic submission and processing of information before the physical arrival of goods with a view to expediting the release of goods; and
  - (c) may allow importers to obtain the release of goods prior to meeting all import requirements of that Party if the importer provides sufficient and effective guarantees and where it is decided that neither further examination, physical inspection nor any other submission is required.
3. Each Party shall ensure that goods are released within a time period no longer than that required to ensure compliance with customs law.

## **Article 6.10. Customs Cooperation**

1. To the extent permitted by the laws and regulations of the Parties, the customs authorities of the Parties shall endeavor to share their experience on the matters related to the operation of this Chapter.
2. In order to develop customs cooperation in the areas covered by this Chapter and taking into consideration the existing bilateral agreements between the EAEU Member States and China on customs matters, the Parties may work on arrangements on the procedures for the requests for mutual assistance.

### **Article 6.11. Requirements for Supporting Documents**

1. Each Party shall endeavor to accept paper or electronic copies of supporting documents required for the importation of goods.
2. The importing Party shall not require an original or copy of export declaration submitted to the customs of the exporting Party as a mandatory requirement for the release of goods.

### **Article 6.12. Certifying Bodies Data Notification**

Each Party shall provide to the other Party, through the General Administration of Customs of the People's Republic of China and the Eurasian Economic Commission respectively, the names and addresses of the bodies designated by the Parties to issue non-preferential Certificates of Origin as well as the names and addresses of the bodies of the Parties empowered to verify such non-preferential Certificates of Origin. The Parties shall inform each other as soon as possible in cases of change of such information.

### **Article 6.13. Customs Brokers**

1. The Parties shall ensure transparency in their laws and regulations regarding customs brokers.
2. The Parties shall not require mandatory recourse to the services of customs brokers during customs declaration of goods.

### **Article 6.14. Application of Information Technology**

1. Each Party shall apply information technology to support customs operations, where it is cost-effective and efficient for the Parties and for the trade, particularly with regard to paperless trading, taking into account developments in this area within relevant international organizations, including the World Customs Organization.
2. The Parties shall provide declarants with an opportunity to declare goods in electronic form.

### **Article 6.15. Single Window**

1. The Parties in line with their international commitments shall endeavor to develop and implement their National Single Window systems in accordance with international standards and best practices concerning trade facilitation and modernization of customs techniques and practices.
2. The Parties shall endeavor to promote the interoperability between National Single Windows allowing the creation of conditions for mutual recognition of electronic documents and data necessary to carry out foreign trade activities and results of customs control for integrated border management. For these purposes, the Parties shall endeavor to develop institutional, legal and technical basis to ensure information exchange between National Single Windows.
3. Information exchange between National Single Windows shall be based on use of the technical infrastructure of the Integrated Information System of the EAEU and the infrastructure of the platform of Central E-port of the People's Republic of China.

### **Article 6.16. Coordinated Border Management**

The Parties shall ensure that their authorities and agencies responsible for the border controls and procedures dealing with the importation, exportation and transit of goods cooperate with each other and coordinate their activities in order to facilitate trade.

### **Article 6.17. Mutual Recognition of Authorized Economic Operators**

Each Party shall endeavor to establish a programme of Authorised Economic Operators (AEO) and may enter into negotiations on mutual recognition of AEO.

## **Article 6.18. Development of Customs Infrastructure**

The Parties shall endeavor to work together with a view to further developing and modernizing customs infrastructure which includes technical facilities of customs control, engineering, IT, telecommunications systems and supporting equipment used in contiguous border checkpoints of the Parties taking into account the workload of the relevant border checkpoints.

## **Article 6.19. Advance Rulings**

1. Each Party shall issue an advance ruling in a reasonable, time-bound manner to the applicant that has submitted a written request containing all necessary information.

If a Party declines to issue an advance ruling, it shall promptly notify the applicant in writing, setting out the relevant facts and the basis for its decision.

2. A Party may decline to issue an advance ruling to the applicant where the question raised in the application:

(a) is already pending in the applicant's case before any governmental agency, appellate tribunal, or court; or

(b) has already been decided by any appellate tribunal or court.

3. The advance ruling shall be valid for a reasonable period of time after its issuance unless the law, facts, or circumstances supporting that ruling have changed.

4. Where the Party revokes, modifies, or invalidates the advance ruling, it shall provide written notice to the applicant setting out the relevant facts and the basis for its decision. Where a Party revokes, modifies, or invalidates advance rulings with retroactive effect, it may only do so where the ruling was based on incomplete, incorrect, false, or misleading information.

5. An advance ruling issued by a Party shall be binding on that Party in respect of the applicant that sought it. The Party may provide that the advance ruling is binding on the applicant.

6. Each Party shall publish, at a minimum:

(a) the requirements for the application for an advance ruling, including the information to be provided and the format;

(b) the time period by which it will issue an advance ruling; and

(c) the length of time for which the advance ruling is valid.

7. Each Party shall provide, upon written request of an applicant, a review of the advance ruling or the decision to revoke, modify, or invalidate the advance ruling.

8. Each Party shall endeavor to make publicly available any information on advance rulings which it considers to be of significant interest to other interested persons, taking into account the need to protect commercially confidential information.

## **Article 6.20. Information Exchange**

1. In order to accelerate and to improve the efficiency of customs control, and in order to facilitate legitimate trade the Parties may explore the possibility to reach an agreement for electronic information exchange on goods and means of transport, moving across the customs border of the EAEU and China (hereinafter referred to as "the Agreement on Electronic Information Exchange").

2. The Parties will seek to reach consensus on the data elements for exchange and after that will endeavor to conclude the Agreement on Electronic Information Exchange as soon as possible.

3. On behalf of the EAEU, the Eurasian Economic Commission will coordinate the creation and facilitate the electronic information exchange.

## **Article 6.21. Enquiry Points**

1. Each Party shall designate one or more enquiry points to receive enquiries from interested persons on customs related matters and shall make available on the Internet information concerning procedures for making such enquiries.
2. The Parties shall forward to each other the information on the designated enquiry points.

## **Article 6.22. Review and Appeal**

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

- (a) an administrative review of decisions by its customs authorities, higher than or independent of the official or office responsible for the decision under review; and
- (b) a judicial review of the decisions subject to its laws and regulations.

## **Article 6.23. Consultations**

1. Each Party may at any time request consultations with the other Party, on any matter arising from the operation of this Chapter, in cases where there are the facts or reasonable grounds provided by the requesting Party.
2. The consultations shall be conducted through the relevant contact points to be established under Article 12.2 of this Agreement, and shall take place within 60 days upon receipt of the request, or any other possible time period that the Parties may mutually determine.
3. In the event that such consultations fail to resolve such matter, the requesting Party may refer the matter to the Sub-Committee referred to in Article 6.24 of this Chapter for further consideration.

## **Article 6.24. Sub-Committee on Customs Cooperation and Trade Facilitation**

1. For the effective operation of this Chapter, the sub-committee on customs cooperation and trade facilitation (hereinafter referred to as the "Sub-Committee on CCTF") is hereby established, under the Joint Commission.
2. The Sub-Committee on CCTF shall exercise the following functions:
  - (a) ensure the proper functioning of this Chapter and resolve all issues arising from its application;
  - (b) review the operation of this Chapter with the purpose to identify areas related to this Chapter to be improved with a view to facilitating trade between the Parties;
  - (c) exchange information on customs strategic development of each Party to strengthen the cooperation between the Parties; and
  - (d) make recommendations and report to the Joint Commission.
3. The Sub-Committee on CCTF shall be composed of the representatives of the customs authorities and relevant authorities of the Parties. Upon mutual agreement of the Parties the Sub-Committee on CCTF may invite relevant experts to participate in the discussion.
4. The Sub-Committee on CCTF shall meet at such time and venue as may be agreed by the Parties.

# **Chapter 7. INTELLECTUAL PROPERTY RIGHTS**

## **Article 7.1. Objectives**

The Parties recognize the importance of protection and enforcement of intellectual property rights in order to incentivize research, development and creative activity which will promote economic and social development, as well as dissemination of knowledge and technology. The Parties also recognize the necessity of balance between the legitimate interest of right owners and the public at large.

## **Article 7.2.**

Definitions For the purposes of this Chapter:

(a) "intellectual property" refers to all categories of intellectual property that are the subject of Article 7.1 through Article 7.27 of this Agreement;

(b) "nationals" means natural or legal persons who are domiciled or have a real and effective industrial or commercial establishment within the customs territories of the Parties;

(c) "WIPO" means the World Intellectual Property Organization, established in accordance with the Convention Establishing the World Intellectual Property Organization of 14 July 1967.

### **Article 7.3. International Agreements**

1. The Parties which are party to the TRIPS Agreement reaffirm their obligations set out therein. The Parties which are not party to the TRIPS Agreement shall follow the principles of the TRIPS Agreement. The Parties reaffirm their commitments established in existing international agreements in the field of intellectual property rights, to which they are parties, including the following:

(a) the Paris Convention for the Protection of Industrial Property of 20 March 1883, as revised by the Stockholm Act of 1967 (hereinafter referred to as "the Paris Convention");

(b) the Berne Convention for the Protection of Literary and Artistic Works of 9 September 1886, as revised by the Paris Act of 1971 (hereinafter referred to as "the Berne Convention");

(c) the Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms of 29 October 1971;

(d) the WIPO Copyright Treaty of 20 December 1996 (hereinafter referred to as "the WCT");

(e) the WIPO Performances and Phonograms Treaty of 20 December 1996 (hereinafter referred to as "the WPPT");

(f) the Madrid Agreement Concerning the International Registration of Marks of 14 April 1891 and the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks of 28 June 1989;

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

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

2. The Parties recognize the principles established in the Doha Declaration on the TRIPS Agreement and Public Health adopted on 14 November 2001 by the Ministerial Conference of the WTO.

### **Article 7.4. National Treatment**

Each Party shall accord to the nationals of the other Party treatment no less favorable than that it accords to its own nationals with regard to the protection of intellectual property subject to the provisions and exceptions provided in Article 3 and Article 5 of the TRIPS Agreement.

### **Article 7.5. Most Favored Nation Treatment**

Each Party shall accord to the nationals of the other Party treatment no less favorable than that it accords to the nationals of any other country with regard to the protection of intellectual property in accordance with the TRIPS Agreement.

### **Article 7.6. Copyright and Related Rights**

Without prejudice to the obligations set out in the international agreements to which the Parties are party, each Party shall, in accordance with its respective laws and regulations, grant and ensure adequate and effective protection to authors, performers, producers of phonograms and broadcasting organizations for their works, performances, phonograms and broadcasts, respectively.

### **Article 7.7. Technological Measures of Copyright and Related Rights Protection (1)**

1. Each Party shall provide adequate legal protection and effective legal remedies against circumvention of effective technological measures that are used by authors, performers or producers of phonograms in connection with the exercise



of their rights.

2. Each Party shall establish in its laws and regulations legal prohibitions on intentional manufacturing, import, making available to the public of any technology, any technical devices or their components primarily used to circumvent or sabotage technological measures in respect of works, performances or phonograms.

3. Any exceptions to the obligations set out in this Article may only be applied when are provided for in national laws or regulations and only to the extent that they do not impair the adequacy of legal protection or the effectiveness of legal remedies against the circumvention of technological measures.

(1) For the purposes of this Article, "technological measures" means any technology, technical devices or their components controlling access to the works, performances or phonograms that are used by authors, performers or producers of phonograms and that restrict acts, in respect of their works, performances or phonograms which are not authorized by the right holders or permitted by law.

## **Article 7.8. Rights Management Information**

Each Party shall provide adequate and effective legal remedies against any person knowingly performing any act, in accordance with Article 12 of the WCT and Article 19 of the WPPT, knowing, or with respect to civil remedies having reasonable grounds to know, that it will induce, enable, facilitate or conceal an infringement of any right covered by the Berne Convention, the WCT, or the WPPT.

## **Article 7.9. Trademarks**

1. Each Party shall provide adequate and effective legal protection of trademarks for goods and services in accordance with its respective laws and regulations, and the international agreements to which it is party and the TRIPS Agreement, in particular Article 15 through Article 21.

2. The exclusive right to a trademark may be disposed for individualization of goods or services with respect of which the trademark is registered, including by placing the trademark:

(a) on products, including labels, packages of goods, which are manufactured, offered for sale, being sold, or otherwise introduced into circulation in the territories in which the trademark is registered, or stored or transported for this purpose, or imported into the territories in which the trademark is registered;

(b) when demonstrated at exhibitions and fairs in the territories of the Parties in which the trademark is registered;

(c) while rendering services;

(d) on documents related to the introduction of goods into circulation;

(e) while offering goods for sale, services for rendering, as well as in announcements, on signboards and in advertising; and

(f) on the Internet, and other means of addressing.

3. In respect of trademarks Parties shall provide legal means for interested persons of the other Party to prevent the use without permission of the right holder of signs identical or confusingly similar to its trademark in respect of goods for the individualization of which the trademark is registered or similar goods, if a likelihood of confusion arises as a result of such use.

## **Article 7.10. Well-Known Trademarks**

1. No Party may require as a condition for determining that a trademark is well-known that the trademark has been registered in that Party or in another jurisdiction.

2. The Parties shall provide protection for well-known trademarks at least in accordance with Article 16.2 and Article 16.3 of the TRIPS Agreement and Article 6bis of the Paris Convention.

## **Article 7.11. Registration of Trademarks**

1. Each Party shall provide a system for registration of trademarks, which shall include:

- (a) a requirement to provide to the applicant a communication in writing about the reasons for a refusal to register a trademark. Such communication may be provided electronically;
- (b) a requirement that decisions on cancellation proceedings be reasoned and provided in writing. Such written decisions may be provided electronically; and
- (c) an opportunity for interested persons to seek cancellation and invalidation of a trademark after it has been registered.

2. Each Party shall endeavor to provide:

- (a) a system for electronic application for, and electronic processing, registering, and maintenance of trademarks; and
- (b) a publicly available electronic database, including an online database of trademark applications and registrations.

## **Article 7.12. Geographical Indications and Appellations of Origin of Goods**

Each Party shall ensure in its territory adequate and effective legal protection of geographical indications/appellations of origin of goods in accordance with its respective domestic laws, regulations and rules, and the TRIPS Agreement, in particular Article 22 and Article 23 (2).

Both Parties will continue discussion and develop further cooperation on the above issue.

(2) For the sake of clarification, appellations of origin of goods of the EAEU and the EAEU Member States could be protected as geographical indications in China.

## **Article 7.13. Patentability**

1. Subject to the provisions of paragraphs 2 and 3 of this Article, 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.

2. Each Party may exclude from patentability inventions, the prevention of the commercial exploitation of which on its territory is necessary to protect ordre public 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 its law.

3. Each Party may also exclude from patentability:

- (a) diagnostic, therapeutic, and surgical methods for the treatment of humans or animals; and
- (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.

4. Each Party shall ensure that any patent application is not rejected solely on the ground that the subject matter claimed in the application includes a computer program. Patent applications for invention relating to computer programs, which forms a technical solution, may be included to the patentable subject matter according to its laws and regulations.

## **Article 7.14. Compulsory Licenses**

No provisions of this Chapter shall affect the right of each Party to grant compulsory licenses subject to Article 31 and Article 31bis of the TRIPS Agreement.

## **Article 7.15. Inventions and Utility Models**

1. Each Party shall provide adequate and effective legal protection of inventions in accordance with its respective laws and regulations, the international agreements to which it is party and the TRIPS Agreement, in particular Article 27 through Article 34.

2. Each Party shall provide adequate and effective legal protection of utility models in accordance with its respective laws and regulations and the international agreements to which it is party.

## **Article 7.16. Industrial Designs**

Each Party shall provide adequate and effective legal protection of industrial designs in accordance with its respective laws and regulations, the international agreements to which it is party and the TRIPS Agreement, in particular Article 25 and Article 26.

### **Article 7.17. Graphical User Interfaces**

Each Party shall ensure that graphical user interfaces can be protected as industrial design in accordance with its respective laws and regulations.

### **Article 7.18. Electronic Patent Applications**

Each Party shall endeavor to provide the possibility to file patent applications electronically.

### **Article 7.19. Layout Designs (Topographies) of Integrated Circuits**

Each Party shall provide adequate and effective legal protection of layout designs (topographies) of integrated circuits in accordance with its respective laws and regulations, and the international agreements to which it is party and the TRIPS Agreement, in particular Article 35 through Article 38.

### **Article 7.20. Genetic Resources, Traditional Knowledge and Folklore**

1. The Parties recognize the contribution made by genetic resources, traditional knowledge and folklore to scientific, cultural and economic development.
2. Subject to each Party's international obligations and its laws and regulations, the Parties may establish appropriate measures to protect genetic resources, traditional knowledge and folklore.
3. The Parties agree to further discuss relevant issues concerning genetic resources, traditional knowledge and folklore, taking into account future developments in their respective laws and regulations and in international agreements.

### **Article 7.21. New Varieties of Plants**

1. The Parties shall grant adequate and effective protection to breeders of new plant varieties at least on a level equivalent to the level provided for by the International Convention for the Protection of New Varieties of Plants, as revised on October 23, 1978.
2. At least the following acts in respect of the propagating material of the protected variety shall require the authorization of the breeder:
  - (a) production or reproduction (multiplication) for the purposes of commercial marketing;
  - (b) conditioning for the purpose of commercial propagation;
  - (c) offering for sale;
  - (d) selling or other marketing; and
  - (e) importing or exporting.

### **Article 7.22. Protection Against Unfair Competition**

Each Party shall ensure protection against unfair competition in accordance with its respective laws and regulations and Article 10bis of the Paris Convention.

### **Article 7.23. Documents and Information Required for Registration of Intellectual Property Objects**

The Parties shall provide access to the documents and data required for the registration of intellectual property objects in accordance with their respective laws and regulations.

## **Article 7.24. Enforcement of Intellectual Property Rights**

1. The Parties shall ensure that the enforcement of intellectual property rights complies with their respective laws and regulations and the international agreements to which it is party.
2. The Parties shall make available to right holders civil, administrative and judicial procedures concerning the enforcement of intellectual property rights.
3. The Parties shall endeavor to provide enforcement of intellectual property rights in digital environment.
4. The Parties shall cooperate with each other in order to enhance the enforcement practices regarding intellectual property rights, in particular regarding copyright and related rights, trademarks, inventions, utility models and industrial designs.

## **Article 7.25. Customs Measures**

1. Each Party shall ensure effective enforcement of customs measures in accordance with its respective laws and regulations and international agreements to which it is party in respect of counterfeit trademark goods (3) and pirated copyright goods (4).
2. Each Party shall ensure that the requirements for a right holder necessary to initiate procedures to suspend the release of goods suspected of being counterfeit trademark or pirated copyright goods shall not unreasonably deter recourse to these procedures.
3. Each Party shall, unless otherwise provided for in this Agreement, adopt procedures to enable a right holder, who has valid grounds for suspecting that importation or exportation is carried out with counterfeit trademark goods, pirated copyright goods, to lodge an application to customs authorities claiming to apply measures of intellectual property rights enforcement provided that the importation or exportation in question infringes intellectual property rights under the laws and regulations of the country where the goods are found.
4. Each Party shall provide that its competent authorities shall provide the right holder with at least the names and other additional information identifying the declarant of the goods in question. Each Party shall provide that its competent authorities shall provide at least the declarant of the detained goods with the names and other additional information identifying the right holder.
5. The Parties may exclude from the application of this Article the importation or exportation of goods which are considered to be of a non-commercial nature.
6. The Parties shall cooperate with each other in order to develop the connections among their customs authorities with the aim to enhance the enforcement of intellectual property rights at the border.
7. Each Party shall establish contact points to exchange information on trade in infringing goods. The Parties shall, in particular, promote the exchange of information and cooperation between their customs authorities. Article 7.26 Intellectual Property and Innovations
8. The Parties shall endeavor to deepen their cooperation on the subject of this Chapter by means of information exchange between the relevant competent authorities or other interested institutions, meetings and specialized seminars, joint projects in the fields of science, technology and innovations. The interaction on this issue shall be performed through the Joint Commission.
9. The cooperation referred to in this Article includes but is not limited to:
  - (a) exchange of information on intellectual property policies of the respective authorities relating to innovations;
  - (b) training courses and joint programs; (c) dissemination of scientific and technological knowledge; and
  - (d) other issues that the Parties have consensus on.

(3) For the purposes of this Article "counterfeit trademark goods" means any goods, including packaging, bearing without authorization a trademark which is identical to the trademark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trademark, and which thereby infringes the rights of the owner of the trademark in question under the law of the country of importation.

(4) For the purposes of this Article "pirated copyright goods" means any goods which are copies made without the consent of the right holder or person duly authorized by the right holder in the country of production and which are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the law of the country of importation.

## **Article 7.27. Competent Authorities, Contact Points and Information Exchange**

1. The Parties shall determine bodies, which shall act as contact points in order to conduct analysis and monitor the operation of this Chapter.
2. At the request of a Party, as well as, in addition to already existing forms of cooperation the Parties shall:
  - (a) discuss ways to facilitate cooperation between the Parties;
  - (b) notify each other on the competent authorities responsible for carrying out the procedures provided for in this Chapter, and on the relevant contact points;
  - (c) inform each other of any change of the contact points or any significant change in the structure or competence of their competent authorities; and
  - (d) hold consultations on intellectual property and public health and on other issues related to the operation of this Chapter.
3. The Parties shall endeavor to work towards creating more effective management of national domain names in order to prevent unfair use of domain names identical or confusingly similar to a trademark that misleads the consumer.
4. The Parties may agree to enter into negotiations on particular intellectual property rights protection issues.

## **Chapter 8. COMPETITION**

### **Article 8.1. Objectives**

1. Taking into account the importance of fair competition in trade relations the Parties recognize that proscribing anticompetitive practices, implementing competition policies and cooperating on matters covered by this Chapter will contribute to promoting economic efficiency, proper functioning of markets and sustainable economic development of the Parties.
2. The Parties shall take necessary measures subject to their respective laws and regulations in order to prevent and proscribe anticompetitive practices that affect trade and investment between the Parties.

### **Article 8.2. Principles In Competition Law Enforcement**

1. The competition law enforcement activities of each Party shall not discriminate on the basis of nationality.
2. Each Party shall ensure that a person subject to competition law enforcement activities is provided with the opportunity to present opinion or evidence in its defense.
3. Each Party shall ensure that a person subject to the imposition of a decision for violation of the competition laws and regulations of that Party is provided with the opportunity to seek review of such decision through appropriate procedures in accordance with laws and regulations of that Party.

### **Article 8.3. Transparency**

1. Each Party shall make public, including on the official websites of relevant competent authorities, its competition laws and regulations, including procedural rules for competition law enforcement activities and information on final decisions of relevant competent authorities.
2. Each Party shall ensure that all final decisions finding violations of its competition laws and regulations are in writing, containing relevant findings of fact and legal basis on which the decisions are based.

### **Article 8.4. Anticompetitive Practices**

1. The Parties agree that the following anticompetitive practices are incompatible with the proper operation of this

Agreement:

(a) anticompetitive agreements and concerted practices between enterprises which have as their object or effect the prevention, restriction and/or elimination of competition;

(b) abuse of a dominant position; or

(c) unfair competition.

2. Each Party, in accordance with its respective laws and regulations shall ensure that it carries out the efficient control over concentration of enterprises to the extent necessary for the protection and development of competition in the territory of that Party.

## **Article 8.5. Cooperation**

1. The Parties recognize the importance of cooperation in the field of competition including through promotion of effective competition law enforcement. The Parties agree to cooperate in a manner compatible with their respective laws, regulations and important interests, and within their reasonably available resource.

2. Cooperation shall include exchange of information, consultations, cooperation in competition law enforcement activities, as provided for in paragraph 3 of this Article, and technical cooperation activities including training programs, workshops and research collaborations and other activities for the purpose of enhancing each Party's capacity on competition policy and competition law enforcement.

3. If a Party considers that its interests are affected by anticompetitive practices in the territory of the other Party it may request the other Party for relevant cooperation in competition law enforcement. The requested Party shall carefully consider the request and decide whether to initiate, in accordance with its laws and regulations, competition law enforcement activities and inform the requesting Party of such consideration and the results of competition law enforcement activities, if they have been initiated.

4. Where a Party provides information to the other Party for the purposes of this Chapter, such information shall be used by the latter Party only for such purposes and shall not be disclosed or transferred to any other persons and/or non-Parties without the consent of the Party having provided the information. Notwithstanding any other provision of this Chapter, neither Party is required to provide information to the other Party if this is prohibited by its respective laws and regulations.

## **Article 8.6. Consultations**

1. In order to foster understanding between the Parties, and/or to address specific matters arising from this Chapter a Party may request consultations. A request for consultations shall be submitted to the other Party's contact point established in accordance with Article 12.2 of this Agreement. Such consultations shall be without prejudice to the rights of each Party to enforce its respective laws and regulations.

2. During the consultations in accordance with this Article, the requested Party shall provide for full and comprehensive consideration of the matter that is the subject of consultations in a reasonable period of time. The Parties shall aspire to hold consultations in a constructive manner.

## **Article 8.7. Independence of Competition Law Enforcement**

This Chapter should not intervene with the independence of each Party in enforcing its respective competition laws and regulations.

# **Chapter 9. GOVERNMENT PROCUREMENT**

## **Article 9.1. Objectives**

The Parties recognize the importance of government procurement in their respective economies and for the purposes of greater transparency agree to strengthen cooperation in the fields of exchange of information on their respective laws and regulations, on e-procurement and experience sharing on e-procurement.

## **Article 9.2. Transparency**

The Parties shall publish on the Internet (5) their respective laws and regulations, administrative rulings of general application and information on government procurement tenders in accordance with their respective government procurement laws and regulations, such as notices on procurement bid, procurement documentations and results of tenders except for confidential information as set out in Article 1.11 of this Agreement. The Parties shall to the extent practicable ensure public availability for these sources of information. The Parties shall to the extent practicable publish their respective laws and regulations, and administrative rulings of general application on the Internet (6) before or on the day of their entry into force.

(5) For the Republic of Armenia on official web-site - [www.procurement.am](http://www.procurement.am); For the Republic of Belarus on official web-site - [www.icetrade.by](http://www.icetrade.by); [www.pravo.by](http://www.pravo.by); [www.zakupki.butb.by](http://www.zakupki.butb.by); [www.goszakupki.by](http://www.goszakupki.by); [www.butb.by](http://www.butb.by); For the Republic of Kazakhstan on official web-site - [www.goszakup.gov.kz](http://www.goszakup.gov.kz); [www.adilet.zan.kz](http://www.adilet.zan.kz); For the Kyrgyz Republic on official web-site - [www.zakupki.gov.kg](http://www.zakupki.gov.kg); For the Russian Federation on official web-site - [www.zakupkigov.ru](http://www.zakupkigov.ru); [www.pravo.gov.ru](http://www.pravo.gov.ru); [www.sberbank-ast.ru](http://www.sberbank-ast.ru); [www.etp.roseltorg.ru](http://www.etp.roseltorg.ru); [www.etp.zakazrf.ru](http://www.etp.zakazrf.ru); [www.tts-tender.ru](http://www.tts-tender.ru); [www.etp-micex.ru](http://www.etp-micex.ru); For the People's Republic of China on official web-site - [www.ccgp.gov.cn](http://www.ccgp.gov.cn). In the event of any change to the abovementioned web-sites the respective Party will notify the other Party on such a change through its contact points.

(6) For the Republic of Armenia on official web-site - [www.procurement.am](http://www.procurement.am); For the Republic of Belarus on official web-site - [www.icetrade.by](http://www.icetrade.by); [www.pravo.by](http://www.pravo.by); [www.zakupki.butb.by](http://www.zakupki.butb.by); [www.goszakupki.by](http://www.goszakupki.by); [www.butb.by](http://www.butb.by); For the Republic of Kazakhstan on official web-site - [www.goszakupkigov.kz](http://www.goszakupkigov.kz); [www.adilet.zan.kz](http://www.adilet.zan.kz); For the Kyrgyz Republic on official web-site - [www.zakupki.gov.kg](http://www.zakupki.gov.kg); For the Russian Federation on official web-site - [www.zakupkigov.ru](http://www.zakupkigov.ru); [www.pravo.gov.ru](http://www.pravo.gov.ru); [www.sberbank-ast.ru](http://www.sberbank-ast.ru); [www.etp.roseltorg.ru](http://www.etp.roseltorg.ru); [www.etp.zakazrf.ru](http://www.etp.zakazrf.ru); [www.tts-tender.ru](http://www.tts-tender.ru); [www.etp-micex.ru](http://www.etp-micex.ru); For the People's Republic of China on official web-site - [www.ccgp.gov.cn](http://www.ccgp.gov.cn). In the event of any change to the abovementioned web-sites the respective Party will notify the other Party on such a change through its contact points.

### **Article 9.3. Contact Points**

Each Party shall designate a contact point for the purposes of this Chapter. The contact points shall work collaboratively to facilitate the operation of this Chapter.

## **Chapter 10. SECTORAL COOPERATION**

### **Article 10.1. Objectives and Principles**

1. The objectives of this Chapter are to:

- (a) develop sectoral cooperation and interaction between the Parties in a mutually beneficial manner;
- (b) facilitate innovation;
- (c) raise investment attractiveness and competitiveness of the Parties' economies; and
- (d) promote sustainable development and cooperation in trade and investment.

2. The cooperation shall build upon the following principles: equality and accountability of national interests of the Parties, mutual benefit, fair competition, non-discrimination and transparency.

3. The Parties shall develop sectoral cooperation taking into account their strategies and development programs related to various sectors of economy without prejudice to existing or planned bilateral cooperation initiatives of the EAEU Member States and China in this sphere.

### **Article 10.2. Spheres and Areas of Sectoral Cooperation**

1. The Parties agree to develop cooperation in agriculture, energy, transport, industrial cooperation, information and communication infrastructure, technology and innovation, finance and environment.

2. Relevant areas of cooperation of the Parties include:

- (a) attraction of investments to the development and modernization of industrial, transport and logistical, agricultural and other facilities of the Parties in order to develop joint production of high-tech, innovative and export-oriented products;
- (b) promotion of development and creation of efficient mechanisms for interaction between the Parties in the sphere of

research and development and in the sphere of innovation related to industrial and innovative infrastructure of the Parties;

(c) transfer of advanced technologies and innovations;

(d) development and usage of information and communication infrastructure;

(e) development of transport corridors, including creation and modernization of transport infrastructure and improvement of transport links;

(f) promotion of cooperation in the field of environmental protection and green growth; and

(g) support of cooperation between financial regulators of the EAEU Member States and China.

### **Article 10.3. Forms of Cooperation**

The Parties agree to strengthen cooperation by means of:

(a) information exchange and consultations, as well as information support for businesses of the Parties;

(b) joint fora for the discussion of issues related to sectoral cooperation, joint exhibitions, trade fairs, international seminars and scientific conferences;

(c) exchange of experience on issues related to the implementation of reforms and structural adjustments of the economy, incentives for innovation and development of industry of the Parties;

(d) development of joint proposals to counteract the consequences of the global economic crisis;

(e) interaction related to the attraction of resources of international and national financial institutions for issues of mutual interest, including projects of common interest in sectoral cooperation;

(f) promotion of dialogue and communication between businesses of the Parties; and

(g) exchange of experience in training of experts on matters covered by this Chapter.

### **Article 10.4. Sub-Committees and Ad Hoc Working Groups**

1. The Parties may consider establishing sub-committees or ad hoc working groups under the Joint Commission to promote cooperation of the Parties under this Chapter.

2. The establishment and level of such sub-committees or ad hoc working groups shall be agreed upon by the relevant authorities of the Parties on their own.

3. The sub-committees and ad hoc working groups may elaborate and adopt cooperation plans and initiatives in relevant sectors or propose those for the consideration of the Joint Commission.

## **Chapter 11. ELECTRONIC COMMERCE**

### **Article 11.1. Scope and General Provisions**

1. The Parties recognize dynamic and innovative character of electronic commerce (hereinafter referred to as “e-commerce”), which has a positive effect on the growth of mutual trade between the Parties and provides benefits to all participants of trade.

2. The objective of this Chapter is to promote the development of e-commerce taking into account the importance of cooperation and avoiding unnecessary barriers in e-commerce.

### **Article 11.2. Definitions**

For the purposes of this Chapter:

(a) "personal information" means information that refers to an identified or identifiable (either directly or indirectly) natural person;

(b) "electronic document" means a document where information is presented in an electronic form and could be signed by



an electronic signature.

### **Article 11.3. Electronic Authentication**

The Parties shall work towards mutual recognition of electronic authentication methods. To accelerate the process of mutual recognition of electronic authentication methods the Parties shall collaborate and share the best practices that grant the full protection and veracity of data.

### **Article 11.4. Use of Electronic Documents**

1. The Parties shall endeavor to ensure that the documents related to external trade transactions can be presented to the competent authorities of the Parties in the form of an electronic document that is electronically signed.
2. Neither Party may adopt or maintain measures containing the requirements to confirm the authenticity of the documents related to external trade transactions in the form of an electronic document that is electronically signed by presenting documents in paper form.

### **Article 11.5. E-commerce Consumer Protection**

1. The Parties shall endeavor to provide protection for rights of e-commerce consumers on the level no less than is provided in other forms of commerce.
2. The Parties shall adopt or maintain measures, under their respective policies, laws and regulations to prevent fraudulent commercial activities that cause harm or create a threat of harm to consumers.
3. The Parties recognize the importance of consumer rights within the framework of e-commerce to safety, fair business practices, and reliable information about products.
4. The Parties may create and allocate on the official public information resources the materials on important aspects and risks of e-commerce, and other information aimed at promoting safe and sustainable consumption patterns. The Parties shall not create any national or cross-border information systems that contain lists of recalled goods, unsafe goods and services, unfair manufacturers, sellers, intermediaries and providers of poor-quality and unsafe goods or services, based on unconfirmed data.
5. With a view to developing and monitoring the operation of measures covered by this Article, and exchange of information on issues of e-commerce consumer protection, the Parties shall establish a contact group consisting of the representatives of the competent authorities in the field of consumer protection.

### **Article 11.6. Personal Information Protection**

1. Recognizing the importance of protecting personal information in e-commerce, the Parties shall take measures to grant the full-fledged personal information protection in accordance with their laws and regulations.
2. The Parties shall endeavor to ensure obtaining the directly expressed individual's consent for cross-border transfer of his personal information.
3. The Party that does not provide the protection of certain categories of personal information may not claim from the other Party the provision of protection to such categories of personal information, as well as the application to them of measures of protection.

### **Article 11.7. Cooperation**

1. Recognizing the global nature of e-commerce, the Parties shall endeavor to:
  - (a) exchange information and experience on laws and regulations, enforcement, and also array cooperation between competent authorities of the Parties, including on:
    - (i) personal information protection;
    - (ii) consumer protection;
    - (iii) unsolicited commercial electronic messages; and

(iv) electronic authentication.

(b) encourage the development and use of technologies that facilitate e-commerce;

(c) encourage the private sector to adopt self-regulation in e-commerce;

(d) interact to develop approaches on collection of statistical information on e-commerce and its use in scientific research; and

(e) organize seminars and expert dialogue between public authorities and private sector representatives of the Parties.

2. The Parties shall consider the possibility to establish the Sub-Committee on E-commerce and inform each other through the contact points, established under Article 12.2 of this Agreement.

## **Article 11.8. Transparency**

Each Party shall publish on its official web-sites all relevant policies, laws and regulations which pertain to or affect the operation of this Chapter before their entry into force.

# **Chapter 12. INSTITUTIONAL PROVISIONS**

## **Article 12.1. The Joint Commission**

1. The Parties shall hereby establish the Joint Commission, which shall be cochaired by two representatives – one from the EAEU and the EAEU Member States, represented by a Member of the Board of the Eurasian Economic Commission, the other – from the Government of China at the Ministerial Level or its designated representatives. The Parties shall be represented by senior officials officially nominated for this purpose.

2. The Joint Commission shall exercise the following functions:

(a) consideration of any matter covered by this Agreement;

(b) consideration of any other matter related to this Agreement as the Parties may mutually agree;

(c) supervision of sub-committees in cases envisaged by this Agreement should the Parties agree to establish such sub-committees by their mutual consent;

(d) consideration of any proposal made by sub-committees to amend this Agreement with a view to making recommendations to the Parties;

(e) in accordance with the objectives of this Agreement, explore possibilities for the further development and expansion of trade between the Parties; and

(f) establishment of a procedure allowing for consultations and amicable solutions in respect of issues referred for its consideration by the Parties.

3. The Joint Commission may:

(a) establish sub-committees or ad hoc working groups as necessary and refer matters to any sub-committee or ad hoc working group for advice;

(b) seek advice of any experts where this would assist the Joint Commission in discharging its responsibilities;

(c) seek to resolve any issues in connection with the operation of this Agreement referred for its consideration by the Parties; and

(d) take such other action in the exercise of its functions as the Parties may agree.

4. The Rules of Procedure of the Joint Commission are set in Annex 1 to this Agreement.

5. The Joint Commission shall adopt recommendations on any matter within its functions. It may also take decisions with respect to matters covered by the Rules of Procedure of the Joint Commission referred to in paragraph 4 of this Article. Decisions, recommendations and any other actions of the Joint Commission shall be adopted by consensus. The Parties shall endeavor to take all necessary actions to carry out the recommendations made by the Joint Commission in due course.

## **Article 12.2. Contact Points**

Each Party shall designate contact points pursuant to this Article as well as other relevant Articles of this Agreement, which shall be responsible for communication with the other Party and the Joint Commission on any matters covered by this Agreement. Each Party shall designate its contact points in accordance with internal procedures and notify the other Party on such designation within 90 days after the date of entry into force of this Agreement.

## **Chapter 13. FINAL PROVISIONS**

### **Article 13.1. Annexes**

The annexes to this Agreement shall constitute an integral part of this Agreement.

### **Article 13.2. Accession**

1. A new EAEU Member State shall accede to this Agreement as mutually agreed by the Parties through negotiations between the Parties to this Agreement and that new EAEU Member State on its accession to this Agreement. Such accession shall be done through an additional protocol to this Agreement.

2. The Eurasian Economic Commission shall promptly notify China in writing via contact points, in accordance with Article 12.2 of this Agreement, of any information concerning any country that has obtained a candidate status for the accession to the EAEU, or the completion of any accession to the EAEU.

### **Article 13.3. Entry Into Force**

This Agreement shall enter into force on the 60th day following the date of receipt of the last written notification certifying that the EAEU, the EAEU Member States and China have completed their respective internal legal procedures necessary for entry into force of this Agreement. Such notifications shall be made between the Eurasian Economic Commission and China.

### **Article 13.4. Amendments**

1. This Agreement may be amended by mutual written consent of the Parties by concluding an additional protocol. All amendments shall constitute an integral part of this Agreement. Any amendment shall enter into force in accordance with the procedure required for the entry into force of this Agreement.

2. If any amendment is made to a provision of the WTO Agreement that has been incorporated into this Agreement, the Parties shall consult on whether to amend this Agreement accordingly.

### **Article 13.5. Withdrawal and Termination**

1. The EAEU may terminate this Agreement by means of a written notification to China, or China may terminate this Agreement by means of a written notification to the EAEU. The termination of this Agreement shall take effect on the 180th day following the date of such notification.

2. Any EAEU Member State, which withdraws from the EAEU, shall ipso facto cease to be a party to this Agreement on the same date that the withdrawal from the EAEU takes effect.

3. The EAEU and the EAEU Member State referred to in paragraph 2 of this Article shall immediately send notifications to China through diplomatic channels stipulating the exact date of withdrawal from the EAEU set in accordance with the 12 months period for withdrawal from the EAEU in the Treaty on the EAEU. Upon receipt of the notifications from the EAEU and that EAEU Member State, China shall confirm through diplomatic channels the receipt of the above-mentioned notifications stipulating the date of withdrawal from the EAEU and from this Agreement.

4. If any amendment is made to the Treaty on the EAEU concerning the withdrawal from the EAEU, the Parties shall consult on whether to amend this Agreement accordingly.

5. If a EAEU Member State withdraws from this Agreement in accordance with paragraph 2 and paragraph 3 of this Article, this Agreement shall remain in force for the EAEU and the remaining EAEU Member States.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement.

DONE at Astana on this 17<sup>th</sup> day of May 2018, in duplicate in the Armenian, Belarusian, Kazakh, Kyrgyz, Russian, Chinese and English languages, all texts being equally authentic. In case of any divergence, the English text shall prevail.

For the Republic of Armenia

For the People's Republic of China

For the Republic of Belarus

For the Republic of Kazakhstan

For the Kyrgyz Republic

For the Russian Federation

For the Eurasian Economic Union

## **ANNEX I. RULES OF PROCEDURE OF THE JOINT COMMISSION AND OF DESIGNATION OF CONTACT POINTS**

### Notifications of Representatives

1. A notification on the designation of co-chair of the Joint Commission from each Party and on the designation of representatives to the Joint Commission from each Party shall be conveyed within 90 days after the date of entry into force of this Agreement. A Party can change its representatives to the Joint Commission and shall notify that no later than 30 days prior to the next session of the Joint Commission.

### Regular and Other Sessions

2. The Joint Commission shall meet at least on an annual basis in one of the EAEU Member States and China alternately. Other sessions may be conveyed at the request of either Party by mutual consent.

### Date and Place of Regular Sessions

3. The Joint Commission shall determine at each regular session the date and place of the next regular session, unless it decides otherwise.

### Convocation

4. Not later than 60 days in advance in case of a regular session and, if possible, not later than 30 days in advance in case of other sessions, the hosting Party shall endeavor to inform the other Party of the date, place and provisional agenda of such sessions.

### Provisional Agenda

5. The hosting Party shall prepare provisional agenda of sessions of the Joint Commission.

6. The provisional agenda of a regular session of the Joint Commission shall include:

- (a) all issues that the Joint Commission has decided to place thereon at previous sessions; and
- (b) all issues proposed by the Parties to this Agreement.

### Adoption of the Agenda

7. At the beginning of each session, the Joint Commission shall adopt its agenda for the session.

### Amendments and New Issues

8. The Joint Commission may amend, delete or add issues to the agenda during its session if so decided by consensus.

### Submission of Documents to the Joint Commission

9. Notifications, requests and other documents shall be submitted to the Joint Commission in writing.

#### Working Languages

10. The working language of the Joint Commission shall be English.

11. All notifications, requests and other submissions to the Joint Commission shall be made in English, or in Chinese or Russian with their respective translations into English.

12. All oral submissions to the Joint Commission made during the sessions of the Joint Commission shall be made in English, or in Chinese or Russian with their respective translations into English. The costs of translation of oral submissions shall be borne by a Party making such submissions.

#### Contact Points

13. The notification from the Government of China on the designation of its contact points in accordance with Article 12.2 of this Agreement shall be conveyed to the Eurasian Economic Commission, and the notification from the EAEU and the EAEU Member States on the designation of their contact points shall be conveyed to the Government of China by the Eurasian Economic Commission.

#### Final Provisions

14. Notwithstanding the provisions above, the Parties may postpone or agree upon another deadline through consultations where the deadlines in the provisions above are not possible to meet due to unforeseeable circumstances.