COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE UNITED ARAB EMIRATES

PREAMBLE

The Government of the United Arab Emirates (UAE) and the Government of the Republic of India (india);

hereinafter referred to individually as a "Party" and collectively as "the Parties";

RECOGNISING the Parties' strong, historic, and developing relationship, the friendly ties that exists between their people, and wishing to strengthen these links through the creation of a free trade area, thus establishing close and lasting relations;

CONSCIOUS of their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization, in a manner conducive to the development of regional! and international cooperation, thereby contributing to the harmonious development and expansion of world trade;

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

AIMING to establish a clear, transparent, and predictable legal framework that supports further expansion of trade;

DETERMINED to strengthen their economic and trade relations for their mutual benefit through trade liberalisation in goods and services;

DESIRING to enhance investment facilitation and cooperation between the Parties;

AIMING to encourage transfer of technology, strengthen their bilateral relationship, encourage creation of new employment opportunities, raise living standards, and improve the general welfare of their populations;

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

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

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

RECOGNISING their right to regulate and to preserve the flexibility of the Parties to set legislative and regulatory priorities;

RECOGNISING FURTHER the need to protect legitimate public welfare objectives, such as health, safety, environmental protection, conservation of living or non-living exhaustible natural resources, integrity and stability of the financial system, and

public morals, in accordance with the rights and obligations provided in this Agreement;

CONSCIOUS that a bilateral relationship between the Parties will contribute to trade expansion and promote greater regional economic integration, not only between the Parties but also in the region; and

CONVINCED that this Agreement will open a new era for the relationship between the Parties;

HAVE AGREED, AS FOLLOWS:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

As developing country World Trade Organization (WTO) Members, the Parties to this Comprehensive Economic Partnership Agreement (CEPA) hereby establish a free trade area, in conformity with the Decision of 28 November 1979 on Differential and More Favourable Treatment, Reciprocity and Fuller Participation of Developing Countries (Enabling Clause) and Article V of the General Agreement on Trade in Services (GATS).

Article 1.2. ObjectivesThe Objectives of this Agreement Are:

(a) to strengthen and enhance trade and economic cooperation in the fields agreed between the Parties;

(b) to liberalise and facilitate trade between the Parties in accordance with the provisions of this Agreement;

(c) to enhance investment facilitation and cooperation between the Parties in accordance with the provisions of this Agreement;

(d) to improve the efficiency and competitiveness of the Parties' manufacturing and services sectors and to expand trade between the Parties, including joint exploitation of commercial and economic opportunities in non-Parties;

(e) to facilitate and enhance regional economic cooperation and integration; and

(f) to build upon the Parties' commitments at the WTO.

Article 1.3. General Definitions

For the purposes of this Agreement:

"agreement" means this instrument, the India- UAE CEPA:

"Agreement on Agriculture" means the Agreement on Agriculture, set out in Annex 1A to the WTO Agreement;

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

"days" means calendar days, including weekends and holidays;

"direct taxes" comprise all taxes on total income, on total capital or on elements of income or of capital, including taxes on gains from the alienation of property, taxes on estates, inheritances and gifts, and taxes on the total amounts of wages or salaries paid by enterprises, as well as taxes on capital appreciation; and also include the taxes covered under the Agreement Between the Government of the Republic of India and the Government of the United Arab Emirates for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and on Capital, as amended by the Protocols thereto;

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

"GATS" means the General Agreement on Trade in Services, set out in Annex 1B to the WTO Agreement;

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

"Import Licensing Agreement" means the Agreement on Import Licensing Procedures, set out in Annex 1A to the WTO Agreement;

"Joint Committee" means the Joint Committee established pursuant to Article 17.1 (Joint Committee - Administration of the Agreement) of this Agreement;

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

"WTO" means the World Trade Organization; and

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

Article 1.4. Geographical Scope

This Agreement shall apply to the territory of the Parties, in accordance with their respective Constitutions, including their land territory, territorial waters, and the airspace above it and other maritime zones including the Exclusive Economic Zone and continental shelf over which the Parties have sovereignty, sovereign rights or exclusive jurisdiction, in accordance with their laws and regulations in force, and applicable rules of international law.

Article 1.5. Relation to other Agreements

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

2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 1.6. Regional and Local Government

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

2. This provision is to be interpreted and applied in accordance with the principles set out in paragraph 12 of Article XXIV of the GATT 1994.

Article 1.7. Transparency

1. Without prejudice to Article 1.8 (Confidential Information), each Party shall publish or otherwise make publicly available their laws, regulations, judicial decisions and administrative rulings of general application, as well as their respective international agreements which may affect the operation of this Agreement.

2. Each Party shall, within a reasonable period of time, respond to specific questions and provide, upon request, information to each other on matters referred to in paragraph 1.

3. Each Party shall make available to the public, the names and addresses of the competent authorities responsible for laws, regulations, administrative procedures, and administrative rulings, referred to in paragraph 1.

4. The Parties shall endeavour to make available all information, published or otherwise under paragraphs 1 to 3, in the English language. The Parties shall provide such information in the English language, if any request is made by an individual before the competent authority, within a reasonable period of time.

Article 1.8. Confidential Information

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information designated as confidential by the other Party.

2. Information provided in confidence pursuant to this Agreement shall be used only for the purposes specified by the Party providing the information.

3. Notwithstanding paragraph 1, corfideritial information provided pursuant to this Agreement may be transmitted to a third party subject to the prior consent of the Party providing the information.

4, Nothing in this Agreement shall require a Party to disclose confidential information, the disclosure of which would impede law enforcement of the Party, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of any economic operator.

Chapter 2. TRADE IN GOODS

Article 2.1. Scope and Coverage

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

Article 2.2. DefinitionsFor the Purposes of this Chapter:

"Customs Administration" means the authority that, according to the laws and regulations of each Party, is responsible for the administration and enforcement of the customs laws and regulations of that Party. For UAE, it shall be the Federal Authority for Identity, Citizenship, Customs & Port Security, and for India, it shall be the Central Board of Indirect Taxes and Customs; and

"customs duty" refers to any duty or charge of any kind imposed in connection with the importation of a product, but does not include any:

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

(b) anti-dumping or countervailing duty that is applied consistently with the provisions of Article VI of the GATT 1994, the Agreement on the Implementation of Article VI of the GATT 1994 (Anti-Dumping Agreement), and the Agreement on Subsidies and Countervailing Measures (SCM Agreement), set out in Annex 1A to the WTO Agreement, respectively, or

(c) fee or other charge in connection with importation commensurate with the cost of services rendered in conformity with Article VIII of the GATT 41994.

Article 2.3. National Treatment on Internal Taxation and Regulation

1. The Parties shall accord national treatment in accordance with Article Iil of the GATT 1994, including its interpretative notes. To this end, Article Ill of the GATT 1994 and its interpretative notes are incorporated into and form part of this Agreement, mutatis mutandis.

2. The treatment to be accorded by a Party under paragraph 1 means, with respect to a sub-central level of government, treatment no less favourable than the most favourable treatment that sub-central level of government accords to any like, directly competitive, or substitutable goods, as the case may be, of the Party of which it forms a part.

Article 2.4. Customs Duties

1. The Parties shall not nullify or impair any of the tariff concessions made by them under this Agreement, except as provided in this Agreement.

2. Upon the entry into force of this Agreement, India shall eliminate its customs duties applied on goods originating from the UAE in accordance with Annex 2A (Schedule of Specific Tariff Commitments of India) and the UAE shall eliminate its customs duties on goods from India in accordance with Annex 2B (Schedule of Specific Tariff Commitments of the UAE).

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

Article 2.5. Classification of Goods and Transposition of Schedules

1. The classification of goods traded between the Parties shall be in conformity with the HS and its amendments. Each Party shall ensure consistency in applying its laws and regulations on tariff classification of originating goods of the other Party.

2, Pursuant to paragraph 1, each Party shall ensure that the transposition of its schedule of tariff commitments, undertaken in order to implement Annex 2A (for India) or Annex 2B (for the UAE) in the nomenclature of the revised HS Code following periodic amendments to the HS Code, is carried out without impairing or diminishing the tariff commitments set out in its Schedule of Tariff Commitments in Annex 2A (for India) or Annex 2B (for the UAE).

3. The Parties shall publish such revisions in a timely manner.

4. Each Party shall, on the request of the other Party and within a reasonable period of time after receiving the request, provide the other Party a brief explanation in response to any concerns raised regarding the transposition of its Schedule of Tariff Commitments.

Article 2.6. Temporary Admission

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

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

(b) goods intended for display or use at playgrounds, theatres, exhibitions, fairs or other similar events, including commercial samples, advertising materials including printed materials, films and recordings;

(c) containers and pallets in use or to be used for refilling;

(d) machinery and equipment for completion of projects or for conducting the experiments and tests relating to such projects, or for repair; and

(e) goods entered for completion of processing.

2. A Party shall not impose any condition on the temporary admission of a good referred to in paragraph 1, other than to require that such good:

(a) be accompanied by a security deposit in an amount no greater than the customs duty or charges that would otherwise be owed on importation, releasable on exportation of the good;

(b) be exported on the departure of the person referred to in subparagraph 1(a) or within such period of time as is reasonably related to the purpose of temporary admission;

(c) be capable of identification when exported;

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

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

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

3. If any condition that a Party imposes under paragraph 2 has not been fulfilled, that Party may apply the customs duty and any other charge that would normally be owed on importation of the good.

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

5. Each Party shall relieve the importer of liability for failure to export a temporarily admitted good upon presentation of satisfactory proof to the Partyâs Customs Administration that the good has been destroyed within the original time limit for temporary admission or any lawful extension. A Party may condition relief of liability under this paragraph by requiring the importer to receive prior approval fron the Customs Administration of the importing Party before the good can be so destroyed.

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

Article 2.7. Duty-Free Entry of Commercial Samples of Negligible Value and Printed Advertising Materials

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

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

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

Article 2.8. Goods Returned or Re-Entered after Repair or Alteration

1. Neither Party may apply a customs duty to a good, regardless of its origin, that re-enters its territory within one (1) year

after that good has been exported from its territory to the territory of the other Party for repair or alteration, regardless of whether such repair or alteration could be performed in its territory, except that a customs duty may be applied to the addition resulting from the repair or alteration that was performed in the territory of the other Party.

2. Neither Party may apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration, provided such good is exported from the territory of the importing Party within one (1) year of its entry.

3. For the purposes of this Article, "repair" or "alteration" means any operation or process undertaken on a good to remedy operational defects or material damage and entailing the re-establishment of the good to its original function, or to ensure its compliance with technical requirements for its use. Repair or alteration of a good includes restoring, renovating, cleaning, resterilising, maintenance, or other operation or process, regardless of a possible increase in the value of the good, that does not:

(a) destroy a good's essential characteristics or create a new or commercially different good;

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

(c) changes the function of a good.

4. The Parties shall commence a review of this Article within two (2) years of the date of entry into force of this Agreement and, thereafter, every three (3) years, or as the Parties agree otherwise.

Article 2.9. Import and Export Restrictions

Article Xl of the GATT 1994 and its interpretive notes are incorporated into and form part of this Agreement, mutatis mutandis.

Article 2.10. Import Licensing

1. Each Party shall ensure that all automatic and non-automatic import licensing procedures are implemented in a transparent and predictable manner, and applied in accordance with the Import Licensing Agreement. No Party shall adopt or maintain a measure that is inconsistent with the Import Licensing Agreement.

2. Promptly after entry into force of this Agreement, each Party shall notify the other Party of any existing import licensing procedures. The notification shall include the information specified in Article 5.2 of the Import Licensing Agreement. A Party shall be deemed to be in compliance with this paragraph if:

(a) it has notified that procedure to the WTO Committee on Import Licensing provided in Article 4 of the Import Licensing Agreement together with the information specified in Article 5.2 of the Import Licensing Agreement; and

(b) in the most recent annual submission due before the date of entry into force of this Agreement for the Party to the WTO Committee on Import Licensing, in response to the annual questionnaire on import licensing procedures as described in Article 7.3 of the Import Licensing Agreement, it has provided with respect to that procedure, the information requested in the questionnaire.

3. Thereafter, each Party shall notify the other Party of any new import licensing procedure and any modification it makes to its existing import licensing procedures, to the extent possible thirty (30) days before it takes effect. In no case shall a Party provide the notification later than sixty (60) days after the date of its publication. A notification provided under this Article shall include the information specified in Article 5 of the Import Licensing Agreement. A Party shall be deemed to be in compliance with this obligation if it notifies a new import licensing procedure or a modification to an existing import licensing procedure to the WTO Committee on Import Licensing in accordance with Articles 5.1, 5.2 or 5.3 of the Import Licensing Agreement.

4. Before applying any new or modified import licensing procedure, a Party shall publish the new procedure or modification on an official government website. To the extent possible, the Party shall do so at least twenty-one (21) days before the new procedure or modification takes effect.

5. The notification required under paragraphs 2 and 3 is without prejudice to whether the import licensing procedure is consistent with this Agreement.

6. No application shall be refused for minor documentation errors which do not alter the basic data contained therein. Minor documentation errors may include formatting errors (for instance, the width of a margin or the font used) and errors

with spelling which are made without fraudulent intent or gross negligence.

7. A notification made under paragraph 3 shall state if, under any procedure that is a subject of the notification:

(a) the terms of an import license for any product limit the permissible end users of the product; or

(b) the Party imposes any of the following conditions on eligibility for obtaining a license to import any product

(i) membership in an industry association;

(ii) approval by an industry association of the request for an import license;

(iii) a history of importing the product, or similar products;

(iv) minimum importer or end use production capacity; (v) minimum importer or end use registered capital; or

(vi) a contractual or other relationship between the importer and distributor in the Party's territory.

8. Each Party shall, to the extent possible, answer within sixty (60) days all reasonable enquiries from the other Party with regard to the criteria employed by its respective licensing authorities in granting or denying import licenses. The importing Party shall publish sufficient information for the other Party and traders to know the basis for granting or allocating import licences.

9. If a Party denies an import licence application with respect to a good of the other Party, it shall, on request of the applicant and within a reasonable period after receiving the request, provide the applicant with an explanation of the reason for the denial.

Article 2.11. Customs Valuation

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

Article 2.12. Export Subsidies

1. The Parties shall not introduce or maintain export subsidies that are contrary to their obligations under the SCM Agreement on all goods traded between them.

2. The Parties reaffirm their commitments made in the WTO Ministerial Conference Decision on Export Competition adopted in Nairobi on 19 December 2015, including the elimination of scheduled export subsidy entitlements for agricultural goods.

3. The Parties share the objective of the multilateral elimination of export subsidies for agricultural goods and shall work together to prevent. their reintroduction in any form.

Article 2.13. Transparency

Article X of the GATT 1994 is incorporated into and form part of this Agreement, mutatis mutandis.

Article 2.14. Restrictions to Safeguard the Balance-of-Payments

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

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

Article 2.15. Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIII:1 of the GATT 1994 and its interpretive notes and Article 6 of the WTO Agreement on Trade Facilitation, that all fees and charges of whatever character (other than import and export duties, charges equivalent to an internal tax or other internal charges applied consistently with Article III:2 of the GATT 1994, and anti-dumping and countervailing duties applied pursuant to its laws and regulations) imposed on, or in connection with, importation or exportation, are limited in amount to the approximate cost of services rendered to imports or exports and

do not represent a direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes.

2. Each Party shall promptly publish details and shall make such information available on the internet regarding the fees and charges it imposes in connection with importation or exportation and shall make such information available to the other Party, upon written request, in the English language.

Article 2.16. Non-Tariff Measures

1. Unless otherwise provided, neither Party shall adopt or maintain any non-tariff measure on the importation of any good of the other Party or on the exportation of any good destined for the territory of the other Party, except in accordance with its WTO rights and obligations or with this Agreement.

2. Each Party shall ensure the transparency of its non-tariff measures permitted under paragraph 1 and shall ensure that any such measures are not prepared, adopted or applied with the view to, or with the effect of, creating unnecessary obstacles to trade with the other Party. Any new measure or modification to an existing measure shall be duly notified to the other Party as soon as practicable, but, in any event, no later than the day the measure takes effect.

3. Each Party shall ensure that its laws, regulations, procedures and administrative rulings relating to non-tariff measures are promptly published, including on the internet where feasible, or otherwise made available in such a manner as to enable the other Party to become acquainted with them.

4. lf a Party considers that a non-tariff measure of the other Party is an unnecessary obstacle to trade, that Party may nominate such a non-tariff measure for review by the Committee on Trade in Goods (CTG), established under this Agreement, by notifying the other Party no later than thirty (30) days before the date of the next scheduled meeting of the CTG. A nomination of a non-tariff measure for review shall include reasons for its nomination and, if possible, suggested solutions. The CTG shall immediately review the measure with a view to securing a mutually agreed solution to the matter. Review by the CTG is without prejudice to the Parties' rights under Chapter 15 (Dispute Settlement).

Article 2.17. State Trading Enterprises

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

Article 2.18. Revision Clause

1. Upon request of a Party, the Parties shall consult to consider accelerating, or broadening the scope of the elimination of customs duties as set out in Annex 2A (Schedule of Specific Tariff Commitments of India} and Annex 2B (Schedule of Specific Tariff Commitments of the UAE). Further commitments between the Parties to accelerate the elimination of a customs duty on a good, or to include a good in Annex 2A (for India) and Annex 2B (for the UAE), shall supersede any duty rate or staging category determined pursuant to their respective Schedules of Tariff Commitments. These commitments shall enter into force on the date specified by the Parties following the exchange of notifications certifying that they have completed their internal legal procedures.

2. Nothing in this Agreement shall prohibit a Party from unilaterally accelerating, or broadening the scope of the elimination of customs duties set out in its Schedule of Tariff Commitments in Annex 2A (for India) or Annex 2B (for the UAE). Any such unilateral! acceleration, or broadening of the scope of the elimination of customs duties will neither permanently supersede any duty rate or staging category determined pursuant to their respective Schedule nor will serve to waive that Party's right to impose at a later time the duty rate or staging category that is determined for that later time by their respective Schedule.

3: For greater certainty with respect to paragraph 2, a Party may:

(a) raise a customs duty back to the level established in its respective Schedule of Tariff Commitments in Annex 2A (for India) or Annex 2B (for the UAE) following a unilateral reduction; or

(b) maintain or increase a customs duty as authorised by the Dispute Settlement Body of the WTO.

Article 2.19. Exchange of Data

1. The Parties recognise the value of trade data in accurately analysing the implementation of this Agreement. The Parties shall cooperate with a view to conducting periodic exchanges of data relating to trade in goods between the Parties.

2. The Parties may engage in such periodic exchanges within the CTG for such purposes and for any other purposes in furtherance of the obligations described in this Chapter as the CTG may determine.

3. A Party shall give positive consideration to a request from the other Party for technical assistance for the purposes of the exchange of data under paragraph 1.

Article 2.20. Committee on Trade In Goods

1. The CTG is established under the Joint Committee.

2. The functions of the CTG shall include:

(a) the monitoring and review of measures taken and implementation of commitments;

(b) the exchange of information and review of developments;

(c) the preparation of technical amendments, including HS updating, and otherwise assisting the Joint Committee;

(d) any other matter referred to it by the Joint Committee; and

(e) the preparation of recommendations and reports to the Joint Committee, as necessary.

3. The CTG shall establish such subcommittees as may be necessary under this Agreement, including on Customs Procedures and Trade Facilitation, Technical Barriers to Trade, Sanitary and Phytosanitary Measures, and Trade Remedies. All such subcommittees shall report to the CTG.

4. Each Party has the right to be represented in the CTG. The CTG shall act by consensus.

5. The CTG shall meet at least every two (2) years or more frequently as the Parties agree otherwise. The meetings of the CTG shall be chaired jointly by the UAE and India.

6. The Parties shall examine any difficulties that might arise in their goods trade and shall endeavour to seek appropriate solutions through dialogue and consultations.

Chapter 3. RULES OF ORIGIN

Article 3.1. Definitions

For the purposes of this Chapter:

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

"carrier" means any vehicle for air, sea, and land transport. However, the carriage of product can be made through multimodal transport;

"CIF value" means the price actually paid or payable to the exporter for a product when the product is loaded out of the carrier, at the port of importation, including the cost of the product, insurance, and freight necessary to deliver the product to the named port of destination. The valuation shall be made in accordance with Article VII of the GATT 1994, including its notes and supplementary provision thereof; and the Customs Valuation Agreement;

"competent authority" refers to:

(a) for India, the Department of Commerce or the Central Board of Indirect Taxes and Customs (CBIC) or any other agency notified from time to time; and

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

"Customs Administration" refers to:

(a) for India, the CBIC; and

(b} for UAE, the Federal Customs Authority;

"customs value" means the value of a product as determined in accordance with Article VII of the GATT 1994, including its notes and supplementary provisions thereof; and the Customs Valuation Agreement;

"Ex Works price" means the price paid for the product ex-works to the manufacturer in the Party where the last working or processing is carried cut, provided the price includes the value of all the materials used;

"Free-On-Board (FOB) value" means the price actually paid or payable to the exporter for a product when loaded onto the carrier at the named port of exportation, including the cost of the product, and all costs necessary to bring the product onto the carrier;

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

"Harmonised System (HS)" means the Harmonised Commodity Description and Coding System, including its general rules and legal notes, set out in the Annex to the International Convention on the Harmonised Commodity Description and Coding System. However, based on the HS, the Parties could make any amendments which may be adopted and implemented by the Parties in their respective tariff schedules;

"indirect material" means a material used in the production, testing, or inspection of a product, or the operation of equipment associated with the production of a product but not physically incorporated into the product, including:

(a) fuel and energy;

(b) tools, dies and moulds;

(c) spare parts and materials used in maintenance of equipment;

(d) lubricants, greases, compounding materials used in production or used to operate equipment;

(e) gloves, glasses, footwear, clothing and safety equipment;

(f) equipment, devices, supplies used for testing or inspecting of products;

(g) catalysts and solvents; and

(h) any other material that is not incorporated into the product but for which the use in the production of the products can be reasonably demonstrated to be a part of that production;

"issuing authority" refers to the authority(ies) designated by each Party for issuance of certificate of origin. The list of issuing authorities for each Party are given in Annex 3C (Issuing Authorities of the Government of India) and Annex 3D (Issuing Authorities of the Government of the UAE);

"manufacture" refers to any kind of working or processing, or specific operations not including simple assembly;

"material" means ary ingredient, raw input, component or pait that is used in the production of a product and physically incorporated into it;

"non-originating material (NOM)" means any materials whose country of origin is a country other than the Parties (imported non-originating), any materials whose origin cannot be determined (undetermined origin) or a material that does not qualify as originating under this Chapter;

"originating material" means materials that qualify as originating under this Chapter;

"product" means that which is obtained by growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, extracting or manufactured, even if it is intended for later use in another manufacturing operation;

"production" refers to growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, manufacturing and processing;

"tariff classification" means the classification of a product according to the HS, including its General Interpretative Rules and Explanatory Notes thereof;

"territorial waters" means waters extending up to twelve (12) nautical miles from the baseline in accordance with applicable rules of international law;

"territory" means the territory as defined in Article 1.4 (Geographical Scope); and

"value of non-originating materials" means the customs value at the time of importation of the non-originating materials used, i.e., the CIF value or, if this is not known and cannot be ascertained, the first ascertainable price paid for the materials in the territory of a Party.

Article 3.2. Origin Criteria

1. For the purposes of this Agreement, a product shall be deemed as originating in a Party and shall be eligible for preferential treatment provided it:

(a) is wholly obtained or produced in the territory of the Party as per Article 3.3 (Wholly Obtained or Produced Product); or

(b) has undergone sufficient working or production as per the Product Specific Rules (PSR) in Annex 3B (Product Specific Rules).

2. The producer or manufacturer has the option to use either of the following two methods of computing the value addition criteria in the PSR at Annex 3B (Product Specific Rules):

(a) (FOB value or Ex Works price) -(Value of NOM) / FOB value or Ex Works price

The differences in value addition percentages depending on the methodology, i.e., FOB value or Ex Works price, are defined in Annex 3B (Product Specific Rules);

(b) Cost of originating material + direct labour cost + direct overhead cost / FOB value or Ex Works price

3. Notwithstanding paragraph 1 above, the final manufacture before export must have occurred in the Party of export.

Article 3.3. Wholly Obtained or Produced Product

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

(a) plant and plant product grown and harvested there;

(b) live animals born and raised there;

(c) products obtained from live animals there;

(d) mineral product and natural resources extracted or taken from that Party's soil, waters, seabed or beneath the seabed;

(e) product obtained from hunting, trapping, fishing or aquaculture conducted there;

(f) product of sea fishing and other marine products taken from outside its territorial waters by a vessel and/or produced by a factory ship registered, recorded or licensed with a Party and flying its flag;

(g) product, other than products of sea fishing and other marine products, taken or extracted from the seabed or the subsoil of the continental shelf or the exclusive economic zone of any of the Parties;

(h) waste or scrap resulting from consumption or manufacturing operations conducted in the territory of that Party, fit only for disposal or recovery of raw materials; and

(i) product produced in the territory of that Party exclusively from product referred to in subparagraphs (a) through (h).

Article 3.4. De Minimis

1. Notwithstanding paragraph 1 of Article 3.2 (Origin Criteria), non-originating materials that do not meet the required change in tariff classification (CTC) , if applicable in the product specific rule (PSR), shall be deemed originating if:

(a) their total value does not exceed ten percent (10%) of the FOB value or Ex Works price of the exported product; or

(b) in the case of textiles and clothing under HS chapters 50-63, the weight of the non-originating material is less than seven percent (7%) of the total weight of the materials used in the production of the exported product or ten percent (10%) of the FOB value or Ex Works price.

2. In the case of a wholly obtained product, a de minimis value not exceeding one percent (1%) of the FOB value or Ex Works price of the exported product is allowed.

Article 3.5. Minimal or Insufficient Operations and Processes

1. Notwithstanding any provisions in this Chapter, a product shall not be considered originating in a Party by merely undergoing any of the following operations in the territory of that Party:

(a) operations to ensure the preservation of products in good condition during transport, and storage (such as drying, freezing or thawing, keeping in brine, removal of damaged parts) and other similar operations;

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

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

(d) for textiles: attaching accessory articles such as straps, bands, beads, cords, rings and eyelets; ironing or pressing of textiles;

(e) simple painting and polishing;

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

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

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

(i) sharpening, simple grinding or simple cutting;

(j) simple operations such as removal of dust, sifting, screening, sorting, classifying, grading, matching;

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

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

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

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

(o) slaughter of animals;

(p) simple testing, calibration, inspection or certification; or

(q) any combination of two or more operations in subparagraphs (a) to (p) above.

2. For the purposes of paragraph 1 above, "simple" describes an activity which needs neither special skills nor machines, apparatus or equipment especially produced or installed to carry out the activity.

Article 3.6. Non-Qualifying Operations

Each Party shall provide that a product shall not be considered to be an originating product merely by reason of:

(a) mere dilution with water or another substance that does not materially alter the characteristics of the product; or

(6) a production or pricing practice in respect of which it may be demonstrated, on the basis of a preponderance of evidence, that the object was to circumvent the provisions of this Chapter.

Article 3.7. Bilateral Cumulation

1. Originating products from the territory of a Party that are used in the production of a product in the territory of the other Party as materials for finished products shall be considered as materials originating in the territory of the other Party where the manufacture of the finished product has taken place.

2. Notwithstanding paragraph 1 above, the last production process should be beyond the minimal or insufficient operations as described in Article 3.5 (Minimal or Insufficient Operations and Processes).

Article 3.8. Packages, Packing Materials and Containers

1. The packages, packing materials and containers for retail sale in which a product is packed for retail sale, when classified together with the product according io Ruie 5(b) of the Generali Rule for the Interpretation of the Harmonised System, shall be disregarded in determining whether all non-originating materials used in the manufacture of a product undergo a CTC applicable to the said product.

2. Wherever such a product is subject to value addition, the value of the packages, packing materials and containers for retail sale in which a product is packed for retail sale shall be taken into account as originating or non-originating, as the case may be, in calculating the value addition for the product.

3. The containers and packing materials exclusively used for the transport or shipment of a product shall not be taken into account for determining the origin of the product.

Article 3.9. Accessories, Spare Parts, Tools

Each Party shall provide that accessories, spare parts, and tools classified and delivered with a product that form part of the products standard accessories, spare parts, or tools as per standard trade practice, shall be considered as originating and part of the product in question. However, this is contingent on:

(a) the accessories, spare parts, or tools are not invoiced separately from the product;

(b) the quantities and value of the accessories, spare parts, or tools are customary for the product; and

(c) the value of the accessories, spare parts, or tools shall be taken into account as originating or non-originating materials, as the case may be, in calculating the value addition of the product as per Article 3.2 (Origin Criteria).

Article 3.10. Indirect Materials

lndirect materials, shall be considered neither originating nor non-originating when the qualifying value addition is calculated as per paragraph 2 of Article 3.2 (Origin Criteria).

Article 3.11. Accounting Segregation

1. Each Party shall provide that the determination of whether fungible products or materials are originating products shall be made ordinarily by physical segregation of each product or material; or, in case of any difficulty, an inventory management method, such as averaging, last-in, first-out, or first-in, first out, recognised in the GAAP of the Party in which the production is performed, or otherwise accepted by the Party in which the production is performed.

2. The accounting method shall continue to be used for those fungible products or materials throughout the fiscal year of the Party and shall be recorded, applied and maintained in accordance with the GAAP applicable in the Party in which the product is manufactured. The method chosen must:

(a) permit a clear distinction to be made between originating and non- originating materials including materials of undetermined origin acquired and/or kept in stock; and

(b) guarantee over the relevant accounting period of twelve (12) months that no more products receive originating status than would be the case if the materials had been physically segregated.

3. A producer using an inventory management system shall keep records of the operation of the system that are necessary for the competent authority of the Party concerned to verify compliance with the provisions of this Chapter.

4. The competent authority may require from its exporters that the application of the method for managing stocks as provided for in this Article will be subject to prior authorisation.

Article 3.12. Transport

1. Preferential treatment in accordance with this Agreement shall only be granted to originating products that are transported directly between the Parties.

2. Notwithstanding paragraph 1 above, each Party shall provide that if an originating product is transported outside the territories of the Parties, the product retains its originating status if the product:

(a) remains under customs control in the territory of a non-Party and has not entered the trade or consumption in the non-Party; and

(b) does not undergo an operation outside the territories of the Parties other than: unloading; reloading; separation from a bulk shipment; storing; labelling or marking, if required by the importing Party; or any other operation necessary to preserve it in good condition or to transport the product to the territory of the importing Party.

3. An importer shall upon request supply appropriate evidence to the customs authorities of the importing Party that the conditions set out in paragraph 2 have been fulfilled.

Article 3.13. Proof of Origin

1. For products originating in a Party and otherwise fulfilling the requirements of this Chapter, the proof of origin of an exported product shall be provided through any of the following means:

(a) a paper Certificate of Origin in electronic or hard copy format issued by a competent authority referred to in Article 3.14 (Certificate of Origin and Certification Procedures);

(b) a fully digitised Certificate of Origin (E-Certificate) issued by a competent authority and exchanged by a mutually developed electronic system as per Article 3.34 (Exchange of Electronic Data on Origin);

(c) an origin declaration made out by an approved exporter referred to in Article 3.35 (Origin Declaration).

2. A Certificate of Origin shall be valid for twelve (12) months from the date of issue in the exporting Party.

3. The Certificate of Origin shall be submitted to the Customs Administration of the importing Party in accordance with the procedures applicable in that Party.

Article 3.14. Certificate of Origin and Certification Procedures

1. The Certificate of Origin shall be as per the format in Annex 3E (Format of the Certificate of Origin under the india-UAE Trade Agreement). The format would include the HS Code, description and quantity of the products, name of consignee, name of exporter or producer or manufacturer, country of origin, and origin criteria such as value content or CTC.

2. The Certificate of Origin shall be in the English language.

3. The Certificate of Origin shall bear a unique, sequential serial number separate for each office of issuance and affixed by the issuing authority in the exporting Party.

4. The Certificate of Origin will be issued by the competent authority of each Party. It shall bear the authorised signature and official seal of the competent authority.

5. The Certificate of Origin shall be valid for only one import and shall include one or more products.

6. The number and date of the commercial invoice or any other relevant documents shall be indicated in the box reserved for this purpose in the Certificate of Origin.

7. The Certificate of Origin shall be submitted within its validity period.

8. In exceptional circumstances, the Certificate of Origin may be accepted by the Customs Administration in importing Party for the purpose of granting preferential tariff treatment even after the expiry of its validity, provided that the failure to observe the time limit results from force majeure or other valid reasons beyond the contro! of the exporter and the products have been imported before the expiry of the validity period of the said Certificate of Origin.

9. The Certificate of Origin shall be forwarded by the exporter to the importer. The customs authorities may require the original copy.

10. Neither erasures nor superimposition shall be allowed on the Certificate of Origin. Any alterations shall be made by striking out the erroneous material and by making any addition required. Such alterations shall be approved by a person authorised to sign the Certificate of Origin and certified by the appropriate competent authority or by issuing a new certificate of origin to replace the erroneous one. Unused spaces shall be crossed out to prevent any subsequent addition.

11. The Certificate of Origin shalt be issued prior to, at or within five (5) working days of the date of exportation. However, under exceptional cases, where a Certificate of Origin has not been issued at the time of exportation or within five (5)

working days from the date of shipment due to involuntary errors or omissions, or any other valid reasons, the Certificate of Origin may be issued retrospectively, bearing the words "ISSUED RETROSPECTIVELY" in box 8 of the Certificate of Origin, with the issuing authority also recording the reasons in writing on the exceptional circumstances due to which the certificate was issued retrospectively. The Certificate of Origin can be issued retrospectively but no longer than twelve (12) months from the date of shipment.

12. In the event of theft, loss or destruction of a Certificate of Origin, the manufacturer, producer, exporter or their authorised representative may apply in writing to the issuing authority for a certified true copy of the original made on the basis of the export documents in their possession bearing the endorsement of the words "CERTIFIED TRUE COPY" (in lieu of the original certificate) and the date of issuance of the original Certificate of Origin. The certified true copy of a Certificate of Origin shall be issued within the validity period of the original Certificate of Origin. The exporter shall immediately notify the loss and undertake not to use the original Certificate of Origin for exports under this Agreement to the competent authority.

13. Minor discrepancies between the Certificate of Origin and the documents submitted to the Customs Administration at the port of importation for the purpose of carrying out the formalities for importing the products shall not ipso facto invalidate the Certificate of Origin, if such Certificate of Origin corresponds to the products under importation. Minor discrepancies include typing errors or formatting errors, subject to the condition that these minor errors do not affect the authenticity of the Certificate of Origin or the accuracy of the information included in the Certificate of Origin. Discrepancies in the specimen signatures or seals of the issuing authority shall not be regarded as minor discrepancies.

Article 3.15. Third-Party Invoicing

1. An importing Party shall not deny a claim for preferential tariff treatment for the sole reason that an invoice was not issued by the exporter or producer of a product provided that it meets the requirements in this Chapter.

2. The exporter of the products shall indicate "third-party invoicing" and such information as name, address, invoice date and number, and the country of the company issuing the invoice shall appear in a separate column in the Certificate of Origin.

Article 3.16. Authorities

1. The Certificate of Origin shall be issued by authorities designated by the Parties (issuing authority)

2. Each Party shali inform the competent authorities and the Customs Administration of the other Party of the names and addresses of the officials of the issuing authority designated to issue Certificates of Origin under this Agreement.

3. The Parties shall exchange specimen seals and signatures of the authorised signatories issuing the Certificate of Origin.

4. Each Party shall intimate the name, designation and contact details (address, phone number, fax number, e-mail) of its authorities:

(a) to whom the specimen seals and signatures of the issuing authorities of the other Party should be communicated:

(i) India: CBIC, Department of Revenue, Government of India

(ii) UAE: Competent authority

(b) to whom the references of verification of the Certificate of Origin issued by the Party, should be addressed:

(i) India: Department of Commerce, Government of India

(ii) UAE: Competent authority

(c) from whom the specimen seals and signatures of the Issuing Authorities of the other Party would be received:

(i) India: Department of Commerce, Government of India

(ii) UAE: Competent authority

(d) from whom references would emanate for verification of the Certificate of Origin issued by the other Party:

(i) India: CBIC, Department of Revenue, Government of India

(ii) UAE: Competent authority

5. Any change in names, designations, addresses, specimen signatures or Officials' seals shall be promptly informed to the other Party.

6. Each Party shall, within thirty (30) days of the date of entry into force of this Agreement for that Party, designate one or more contact points within its competent authority for the implementation of this Chapter and notify the other Party of the contact details of that contact point or those contact points. Each Party shall promptly notify the other Party of any change to those contact details.

7. Any changes in authorities or agencies listed under this Chapter and the Annexes attached to this Agreement shall be promptly notified to the other Party.

Article 3.17. Application for Certificate of Origin

1. For the issue of a certificate of origin, the final producer, manufacturer or exporter of the product shall present, or submit electronically through the approved channel, to the issuing authority of the exporting Party:

(a) an application to the competent authority together with appropriate supporting documents for proving origin;

(b) set of minimum information requirements referred to in Annex 3A (Minimum Required Information) in whichever form or format as may be required by the competent authority and in consonance with the description in the invoice;

(c) the corresponding commercial invoice or other documents necessary to establish the origin of the product; and

(d) the HS code, description, quantity and value of exported product if the same has already not been provided for.

2. Multiple items declared on the same Certificate of Origin, shall be allowed, provided that each item must qualify separately in its own right.

3. The issuing authority may apply a risk management system in order to selectively conduct pre-export verification of the minimum required information filed by an exporter/producer/manufacturer. The verification may, at the discretion of the issuing authority, include methods such as obtaining detailed cost sheets, and conducting a factory visit.

Article 3.18. Preservation of Documents

1. The issuing authorities shall keep the minimum required information and supporting documents for a period no less than five (5) years, as from the date of issue.

2. The importer shall keep records relevant to the importation in accordance with the laws and regulations of the importing Party. The application for Certificates of Origin and all documents related to such application shall be retained by the competent authority for not less than five (5) years from the date of issue.

3. The records in paragraphs 1 and 2 may include electronic records and shall be maintained in accordance with the laws and practices of each Party.

Article 3.19. Obligation of the Exporter/Producer/Manufacturer

1. The exporter/producer/manufacturer shall submit the minimum required information, as referred in paragraph 1(b) of Article 3.17 (Application for Certificate of Origin), and supporting documents for the issue of the Certificate of Origin as per the procedures followed by the issuing authority in the exporting Party only in cases where a product conforms to the Rules of Origin provided in this Agreement.

2. Any exporter/producer/manufacturer who falsely represents any material information relevant to the determination of origin of a product shall be liable to be penalised under the laws and regulations of the exporting Party.

3. The exporter/producer/manufacturer shall keep the minimum required information, as referred in paragraph 1(b) of Article 3.17 (Application for Certificate of Origin), and supporting documents for a period no less than five (5) years, starting from the end of the year of the date of its issue.

4, For the purpose of the determination of origin, the exporter/producer/manufacturer applying for a Certificate of Origin or Origin Declaration under this agreement shall maintain appropriate commercial accounting records for the production and supply of products (as well as relevant records and documents from the suppliers) qualifying for preferential treatment and keep all commercial and customs documentation relating to the material used in the production of the product, including breakup of costs relating to material, labour, other overheads, and any other relevant elements such as profits and related

components for at least five (5) years from the date of issue of the Certificate of Origin. The exporter/producer/manufacturer shall, upon request of the competent authority of the exporting Party where the Certificate of Origin has been issued, make available records for inspection to enable verification of the origin of the product.

5. The exporter/producer/manufacturer shall not deny any request for a verification visit, agreed between the competent authority of the exporting Party and the competent authority of the importing Party, under the terms of Article 3.21 (Verification of Certificates of Origin). Any failure to consent to a verification visit shall be grounds for a denial of preferential benefits claimed under this Agreement.

6. The exporter/producer/manufacturer shall undertake to notify the issuing authority, customs authorities and the importer of any change that could affect its accuracy or validity.

Article 3.20. Presentations of the Certificate of Origin

1. For the purposes of claiming preferential! tariff treatment, the importer or its authorised representative shall submit to the Customs Administration of the importing Party, at the time of filing import declaration, an original copy of the Certificate of Origin including supporting documentation and other documents as required, in accordance with the laws and regulations of the importing Party.

2. If a claim for preferential treatment is made without producing the original copy of the Proof of Origin as referred to in Article 3.14 (Certificate of Origin and Certification Procedures), the Customs Administration of the importing Party may deny preferential treatment and request a guarantee in any of its modalities or may take any action necessary in order to preserve fiscal interests, as a pre-condition for the completion of the importation operations subject to and in accordance with the laws and procedures of the importing Party.

3. Each Party shall, in accordance with its laws, provide that where a product would have qualified as an originating product when it was imported into the territory of that Party, the importer of the product may, within a period specified by the laws of the importing Party, apply for a refund of any excess duties paid as a result of the product not having been accorded preferential treatment.

Article 3.21. Verification of Certificates of Origin

1. For the purpose of determining the authenticity and the correctness of the information given in the Certificate of Origin, the importing Party may conduct verification by means of:

(a) requests for information from the importer;

(b) requests for assistance from the competent authority of the exporting Party as provided for in paragraph 2;

(c) written questionnaires to an exporter or a producer in the territory of the other Party through the competent authority of the exporting Party;

(d) visits to the premises of an exporter or a producer in the territory of the other Party; or

(e) such other procedures as the Parties may agree.

2. For the purposes of subparagraph 1(b), the competent authority of the importing Party:

(a) may request the competent authority of the exporting Party to assist it in verifying:

(i) the authenticity of a certificate of origin; and/or

(ii) the accuracy of any information contained in the certificate of origin; and/or

(iii) the authenticity and accuracy of the information and documents, including breakup of costs relating to material, labour, other overheads and any other relevant elements such as profits and related components which are relevant to the origin determination of the product under Article 3.2 (Origin Criteria);

shall provide the competent authority of the other Party with:

(i) the reasons why such assistance is sought;

(ii) the Certificate of Origin, or a copy thereof; and

(iii) any information and documents as may be necessary for the purpose of previding such assistance.

3. In so far as possible, the competent authority of the importing Party conducting a verification shall seek necessary information or documents relating to the origin of imported product from the importer, in accordance with its laws and regulations, before making any request to the competent authority of the exporting Party for verification.

4. In cases where the competent authority of the importing Party deems it necessary to seek a verification from the competent authority of the exporting Party, it shall specify whether the verification is on a random basis or the veracity of the information is in doubt. In case the determination of origin is in doubt, the competent authority shall provide detailed grounds for the doubt concerning the veracity of the Certificate of Origin.

5. The proceedings of verification of origin as provided in this Chapter shall also apply to the products already cleared for home consumption under preferential tariffs according to this Agreement.

Article 3.22. Procedure for Verification

1. Any request made pursuant to Article 3.21 (Verification of Certificates of Origin) shall be in accordance with the procedure set forth in this Article.

2. The Customs Administration of the importing Party shall make a request for verification by providing a copy of the Certificate of Origin and any supporting document such as an invoice, packing list, bill of lading or airway bill, etc.

3. The Customs Administration of the importing Party shall specify whether it requires a verification of the genuineness of the Certificate of Origin to rule out any forgery, seeks the minimum required information with supporting documents or seeks to verify the determination of origin.

4. In cases where the Customs Administration of the importing Party seeks to verify the determination of origin, the competent authority of the importing Party shall send a questionnaire to the competent authorities of the exporting Party, which shall be passed on to the exporter/producer/manufacturer, for such inquiry or documents, as necessary.

5. The competent authority of the exporting Party shall provide the information and documentation requested, within:

(a) fifteen (15) days of the date of receipt of the request, if the request pertains to the authenticity of issue of the Certificate of Origin, including the seal and signatures of the issuing authority;

thirty (30) days of the date of receipt of the request, if the request seeks a copy of the relevant document with the minimum required information; or

ninety (90) days from the date of receipt of such request, if the request is on the grounds of suspicion of the accuracy of the determination of origin of the product. Such period can be extended through mutual consultation between the Customs Administration of the importing Party and issuing authority of the exporting Party for a period no more than sixty (60) days.

6. If, upon receiving the results of the verification questionnaire pursuant to paragraphs 4 and 5, the competent authority of the importing Party has reasons to believe and therefore deems it necessary to request further investigative actions or information, the competent authority of the importing Party shall communicate the fact to the competent authority of the exporting Party. The term for the execution of such new actions, or for the presentation of additional information, shall be not more than ninety (90) days from the date of the receipt of the request for the additional information.

7. If, upon receiving the results of the verification pursuant to paragraphs 4 and 5, the competent authority of the importing Party deems it necessary, it may deliver a written request to the competent authority of the exporting Party to facilitate a visit to the premises of the exporter/producer/manufacturer, with a view to examining the records, production processes, as well as the equipment and tools utilised in the manufacture of the product under verification.

8. The request for a verification visit shall be made no later than thirty (30) days of the receipt of the verification report referred to in paragraphs 4 and 5. The requested Party shall promptly inform the dates of the visit, but no later than forty-five (45) days of the receipt of request and give a notice of at least twenty-one (21) days to the requesting Party and exporter/producer/manufacturer so as to enable arrangements for the visit.

9. The competent authorities of the exporting Party shall accompany the authorities of the importing Party in their above-mentioned visit, which may include the participation of specialists who shall act as observers. Each Party can designate specialists, who shall be neutral and have no interest whatsoever in the verification. Each Party may deny the participation of such specialists whenever the latter represent the interests of the companies involved in the verification.

10. Once the visit is concluded, the participants shall subscribe to a "Record of Visit". The said record shall contain the

following information: date and place of the carrying out of the visit; identification of the Certificate of Origin which led to the verification; identification of the products under verification; identification of the participants, including indications of the organs and institutions to which they belong; and a record of proceedings.

Article 3.23. Release of Products

Upon reasonable suspicion regarding the origin of the products, the importing Party may request a guarantee in any of its modalities or may take any action necessary in order to preserve fiscal interests as a pre-condition for the completion of the importation operations, subject to and in accordance with its laws and regulations.

Article 3.24. Confidentiality

1. The information obtained by the competent authority of the importing Party can be utilised for arriving at a decision regarding the determination of origin in respect of the product under verification and can be used in the legal proceedings concerning issues under this Chapter and under its laws and regulations.

2. Both Parties shall protect the information from any unauthorised disclosure in accordance with their respective laws and regulations.

Article 3.25. Denial of Preferential Treatment

1. The Customs Administration of the importing Party may deny the claim for preferential tariff treatment or recover unpaid duties in accordance with its laws and regulations, when:

(a) the Customs Administration of the importing Party determines that the product does not meet the requirements of the Rules of Origin under this Agreement;

(b) it is established that the exporter/producer/manufacturer of the product is failing to maintain records or documentation necessary for determining the origin of the product or is denying access to the records, documentation or visit for verification;

(c) the exporter/producer/manufacturer of the product fails to provide sufficient information and documents, including breakup of costs relating to material, labour, other overheads, and any other relevant elements such as profits and related components that the importing Party requested to determine that the product is an originating product;

(d) the exporter/producer/manufacturer denies access to the relevant records or production facilities during a verification visit;

(e) the competent authority of the exporting Party fails to provide sufficient information, including breakup of costs relating to material, labour, other overheads and any other relevant elements such as profits and related components in pursuance to a written request for verification or fails or refuses to respond to a request for verification within stipulated time lines stated in Article 3.21 (Verification of Certificates of Origin);

(f) the information provided by the competent authority of the exporting Party or exporter/producer/manufacturer is not sufficient to prove that the product qualifies as an originating product as defined under this Agreement.

2. In cases where the Certificate of Origin is rejected by the Customs Administration of the importing Party, after following the due process provided under its domestic laws, a copy of the decision, containing the grounds of rejection, shall be provided to the importer and the competent authority of the exporting Party. The Customs Administration of the importing Party shall, along with the communication of the decision, return the original Certificate of Origin to the competent authority of the exporting Party.

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

Article 3.26. Products Complying with Rules of Origin

If a verification conducted under Article 3.21 (Verification of Certificates of Origin), determines that the product complies with the Rules of Origin under this Agreement, the importer shall be promptly refunded the duties paid in excess of the preferential duty or release guarantees obtained in accordance with their laws and regulations.

Article 3.27. Prospective Restoration of Preferential Benefits

1. Where preferential treatment for a product has been denied by the Customs Administration of the importing Party prospectively or retrospectively, the exporter/producer/manufacturer may take recourse to the procedure in paragraph 2 in respect of future exports to the importing Party.

2. Such exporter/producer/manufacturer shall clearly demonstrate to the satisfaction of the competent authority of the exporting Party that the manufacturing conditions were modified so as to fulfil the origin requirements of the Rules of Origin under this Agreement.

3. The competent authority of the exporting Party shall send the information to the competent authority of the importing Party explaining the changes carried out by exporter/producer/manufacturer in the manufacturing conditions as a consequence of which the products fulfil the origin criterion.

4. If deemed necessary, the competent authority of the importing Party, shall within forty-five (45) days from the date of the receipt of the said information, request for a verification visit to the producer's premises, for satisfying itself of the veracity the claims of the exporter/producer/manufacturer referred in paragraph 2.

5. The prospective restoration of preferential benefits would be granted by the competent authority of the importing Party, if the veracity of the claims of the exporter/producers/manufacturer are established.

6. If the competent authority of the importing and exporting Parties fail to agree on the fulfilment of the Rules of Origin subsequent to the modification of the manufacturing conditions, they may refer the matter to the Subcommittee established under Article 3.31(Cooperation) for a decision

Article 3.28. Temporary Suspension of Preferential Treatment

1. The importing Party may suspend the tariff preference in respect of a product originating in the exporting Party when the suspension is justified due to persistent failure to comply with the provisions of these rules by an exporter/producer/manufacturer in the exporting Party or a persistent failure on the part of the competent authority to respond to a request for verification.

2. The exporting Party shall, within fifteen (15) days of the suspension of preferential tariff benefits for a product, be notified in writing of the reasons for such suspension.

3. Upon receipt of the notification of the suspension, the competent authority of exporting Party may request consultations.

4. The consultations may occur by means of electronic communications, video conference and/or meetings, or as mutually agreed, and may also involve joint verification.

5. Pursuant to the consultations between both Parties, and such measures as the Parties may mutually agree, both Parties shall resolve to:

(a) restore preferential benefits to the product with retrospective effect;

(b) restore preferential benefits to the product with prospective effect, subject to implementation of any mutually agreed measures by one or both Parties; or

(c) continue with the suspension of preferential benefits to the product, subject to remedies available under Article 3.29 (Non-Compliance of Products with the Rules of Origin and Penalties).

Article 3.29. Non-Compliance of Products with Rules of Origin and Penalties

1. If the verification under Article 3.21 (Verification of Certificates of Origin) establishes the non-compliance of products with the Rules of Origin, duties shall be levied in accordance with the laws and regulations of the importing Party.

2. Each Party shall also adopt or maintain measures that provide for the imposition of civil, administrative, and, where appropriate, criminal sanctions for violations of its customs laws and regulations, including those governing Rules of Origin and the entitlement to preferential tariff treatment under this Agreement.

3. Nothing contained in this Agreement shall preclude the application of the laws and regulations of the Parties relating to breach of customs laws or any other law for the time being in force on the importer or exporter/producer/manufacturer in the territories of both Parties.

Article 3.30. Relevant Dates

The time periods set out in this Chapter shall be calculated or a consecutive day basis as from the day following the fact or event to which they refer.

Article 3.31. Cooperation

1. The Parties agree to establish a Subcommittee on Rules of Origin to oversee the implementation of this Chapter, under the CTG.

2. The Subcommittee on Rules of Origin shall comprise of officials of the competent authorities, customs administration and issuing authorities.

3. The Subcommittee on Rules of Origin shall meet at least once per year for the furtherance of the objectives of this Chapter, including to enhance mutual capacity building for smooth implementation of the procedures envisaged in this Chapter and to explore ways and means for utilising information technology-enabled services for the issue and verification of the Certificate of Origin.

4. The Subcommittee on Rules of Origin will also evaluate and decide on whether to continue with the issue of the Certificate of Origin by the competent authority of each Party, or to switch to self-certification procedures. If either Party is not ready to switch to self-certification during the first regular review session, the issue shall be deferred to subsequent reviews until such time where both Parties can agree to adopt the self-certification procedures.

5. The Subcommittee on Rules of Origin may refer any matter to the Joint Committee.

Article 3.32. Consultation and Modifications

The Parties shall consult and cooperate through the Subcommittee on Rules of Origin as appropriate to:

(a) ensure that this Chapter is applied in an effective and uniform manner; and

(b) discuss necessary amendments to this Chapter, taking into account developments in technology, production processes, and other related matters.

Article 3.33. Application and Interpretation

For the purposes of this Chapter:

(a) the basis for tariff classification is the HS; and

(b) any cost and value referred to in this Chapter shall be recorded and maintained in accordance with the GAAP applicable in the territory of the Party in which the product is produced.

Article 3.34. Exchange of Electronic Data on Origin

The Parties shall, within two (2) years of the date of entry into force of this Agreement, develop an electronic system for origin information exchange to ensure the effective and efficient implementation of this Chapter particularly on transmission of electronic Certificate of Origin.

Article 3.35. Origin Declaration

For the purposes of subparagraph 1(c) of Article 3.13 (Proof of Origin), the Parties endeavour to negotiate, agree on, and implement provisions allowing each competent authority to recognise an origin declaration made by an approved exporter.

Chapter 4. SANITARY AND PHYTOSANITARY MEASURES

Article 4.1. Definitions

For the purposes of this Chapter:

1. "SPS Agreement" means the Agreement on the Application of Sanitary and Phytosanitary Measures, set out in Annex 1A

of the GATT 1994.

2. The definitions under Annex A of the SPS Agreement shall apply.

3. Relevant definitions developed by Codex Alimentarius Commission (Codex), the World Organisation for Animal Health (OIE), and the International Plant Protection Convention (IPPC) shall apply.

4. In the event of any conflict between the definitions under the SPS Agreement and any of the other sources specified in paragraph 3, the definitions under the SPS Agreement shall prevail.

5. "Competent authorities" mean those authorities within each Party recognised by the national government as responsible for developing and administering the SPS measures within that Party.

6. An "emergency measure" means a sanitary or phytosanitary measure that is applied by a Party to products of the other Party to address an urgent problem of human, animal or plant life or health protection that arises or threatens to arise in the Party applying the measure.

Article 4.2. Objectives

The objectives of this Chapter are to:

(a) protect human, animal, or plant life or health in the territories of the Parties while facilitating trade between them;

(b) reinforce the SPS Agreement;

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

(d) ensure that sanitary or phytosanitary measures implemented by a Party do not create unjustified barriers to trade;

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

(f) encourage the development and adoption of science-based international standards, guidelines, and recommendations, and promote their implementation by the Parties.

Article 4.3. Scope

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

Article 4.4. General Provision

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

2. This Chapter is subject to Chapter 15 (Dispute Settlement) at the time of entry into force.

Article 4.5. Equivalence

1. Both Parties shall strengthen cooperation on equivalence in accordance with Article 4 of the SPS Agreement while taking into account relevant decisions of the WTO SPS Committee and international standards, guidelines and recommendations, in accordance with Annex A of the SPS Agreement, mutatis mutandis.

2. The importing Party shall recognise the equivalence of a sanitary and phytosanitary measure if the exporting Party objectively demonstrates to the importing Party that its measure achieves the same level of protection as the importing Party's measure or that its measure has the same effect in achieving the objective as the importing Party's measure.

3. In determining equivalence, the importing Party shall take into account existing knowledge, information and experience as well as the regulatory competence of the exporting Party.

4. A Party shall, upon request, enter into consultation with the aim of achieving bilateral recognition arrangements of equivalence of specified sanitary and phytosanitary measures. The recognition of equivalence may be with respect to a single measure, group of measures or on a systems-wide basis. For this purpose, reasonable access shall be given, upon request, to the importing Party for inspection, testing and other relevant procedures.

5. As part of tne consultation fcr equivaience recognition, on request by the exporting Party, the importing Party shall explain and provide:

(a) the rationale and objective of its measures; and

(b) the specific risks its measures are intended to address.

6. The exporting Party shall provide necessary information for the importing Party to commence an equivalence assessment. Once the assessment commences, the importing Party shall without undue delay, upon request, explain the process and plan for making an equivalence determination.

7. The consideration by a Party of a request from the other Party for recognition of equivalence of its measures with regard to a specific product, or group of products, shall not be in itself a reason to disrupt or suspend ongoing imports from the Party of the product(s) in question.

8. When the importing Party recognises the equivalence of the exporting Party's specific sanitary and phytosanitary measure, group of measures or measures on a systems-wide basis, the importing Party shall communicate the decision in writing to the exporting Party and implement the measure within a reasonable period of time. The rationale shall be provided in writing by the importing Party in the event that the decision is negative.

9. The importing Party may withdraw or suspend equivalence on the basis of any amendment by one of the Parties of measures affecting equivalence, in accordance with the following provisions:

(a) the exporting Party shall inform the importing Party of any proposal for amendment of its measures for which equivalence of measures is recognised and the likely effect of the proposed measures on the equivalence which has been recognised;

(b) within sixty (60) working days or as mutually agreed by both Parties on receipt of this information, the importing Party shall inform the exporting Party whether or not equivalence would continue to be recognised on basis of the proposed measures;

(c) the importing Party shall inform the exporting Party of any proposal for amendment of its measures on which recognition of equivalence has been based and the likely effect of the proposed measures on the equivalence which has been recognised; and

(d) in case of non-recognition or withdrawal or suspension of equivalence, the importing Party shall indicate to the exporting Party the required conditions on which the process referred to in paragraphs 4 and 5 may be reinitiated, provided that the timelines of paragraph 6 shall be adhered to in any process for re-assessment of equivalence.

10. The withdrawal or suspension of equivalence rests solely with the importing Party acting in accordance with its administrative and legislative framework. which shall adhere to the international guidelines, standards and recommendations. The importing Party shall provide to the exporting Party, upon request, an explanation except confidential data for its determinations and decisions.

11. Compliance by an exported product that has been accepted as equivalent to sanitary and phytosanitary measures and standards of the importing Party shall not remove the need for that product to comply with any other relevant mandatory requirements of the importing Party.

Article 4.6. Adaptation to Regional Conditions, Including Pest or Disease-Free Areas and Areas of Low Pest or Disease Prevalence

1. Both Parties recognise the concepts of regional conditions, including pest-or disease-free areas and areas of low pest or disease prevalence. Parties shall take into account the relevant decisions of the WTO SPS Committee and international standards, guidelines, and recommendations.

2. Both Parties may cooperate on the recognition of regional conditions with the objective of acquiring confidence in the procedures followed by each other for such recognition.

3. At the request of the exporting Party, the importing Party shall, without undue delay, explain its process and plan for making the determination of regional conditions.

4. When the importing Party has received a request for a determination of regional conditions from the exporting Party, and has determined that the information provided by the exporting Party is sufficient, it shall initiate the assessment within a reasonable period of time.

5. For this assessment, reasonable access shall be given, upon request, to the importing Party for inspection, testing and other relevant procedures.

6. On request of the exporting Party, the importing Party shall inform the exporting Party of the status of the assessment.

7. When the importing Party recognises specific regional conditions of an exporting Party, the importing Party shall communicate that decision to the exporting Party in writing and implement the measures within a reasonable period of time.

8. If the evaluation of the evidence provided by the exporting Party does not result in a decision by the importing Party to recognise the regional conditions, the importing Party shall provide the exporting Party the rationale for its decision in writing within a reasonable period of time.

9. Where a determination recognising regional conditions is made, the Parties are encouraged, where mutually agreed, to report the outcome to the WTO SPS Committee.

Article 4.7. Risk Analysis

1. The Parties shall strengthen their cooperation on risk analysis in accordance with the SPS Agreement while taking into account the relevant decisions of the WTO SPS Committee and international standards, guidelines, and recommendations.

2. When conducting a risk analysis, an importing Party shall:

(a) ensure that the risk analysis is documented and that it provides the relevant exporting Party with an opportunity to comment, in a manner to be determined by the importing Party;

(b) consider risk management options that are not more trade restrictive than required (1) to achieve its appropriate level of sanitary or phytosanitary protection; and

(c) select a risk management option that is not more trade restrictive than required to achieve its appropriate level of sanitary or phytosanitary protection, taking into account technical and economic feasibility.

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

4. Without prejudice to the Parties' right to take emergency measures consistent with Article 4.9 (Emergency Measures), no Party shall stop the importation of a good of the other Party solely for the reason that the importing Party is undertaking a review of a sanitary or phytosanitary measure, if the importing Party permitted importation of the good of the other Party at the time of the initiation of the review.

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

Article 4.8. Audit, Certification and Import Checks

1. The Parties shall ensure that their import procedures comply with Annex C of the SPS Agreement including audit, certification, and import checks.

2. When conducting an audit, (2) the Parties agree that:

(a) audits shall be systems based and designed to check the effectiveness of the regulatory controls of the competent authorities of the exporting Party. Audits may include an assessment of the competent authorities' control programme, including, where appropriate, reviews of the inspection and audit programmes, and on-site inspections of facilities, without prejudice to the rights of a Party to seek market access on the basis of individual inspection and audits;

(b) prior to commencement of an audit, both Parties shall discuss and agree, inter alia:

(i) the rationale for and the objectives and scope of the audit;

(ii) the criteria or requirements against which the exporting Party will be assessed; and

(iii) the itinerary and procedures for conducting the audit;

(c) the auditing Party shall provide the audited Party the opportunity to comment on the finding of an audit and take any such comments into account before making its conclusions and taking any action;

(d) any decisions or actions taken by the auditing Party as a result of the audit shall be supported by objective evidence and data which can be verified, taking into account the knowledge, relevant experience, and confidence that the auditing Party has with the audited Party. Any such objective evidence and data shall be provided to the audited Party on request;

(e) any costs incurred by the auditing Party shall be borne by the auditing Party, unless the Parties agree otherwise; and

(f) the auditing Party and the audited Party shall each ensure that procedures are in place to prevent the disclosure of confidential information acquired during the auditing process.

3. When conducting certification, the Parties agree that:

(a) where certification is required for trade in a product, the importing Party shall ensure such certification is applied, in meeting its sanitary or phytosanitary objectives, only to the extent necessary to protect human, animal and plant life or health;

(b) in applying certification requirements, each Party shall take into account relevant decisions from the WTO SPS Committee and international standards, guidelines, and recommendations;

(c) the Parties shall promote the implementation of electronic certification and other technologies to facilitate trade; and

(d) without prejudice to each Party's right to import controls, the importing Party shall accept certificates issued by the competent authorities in compliance with the regulatory requirements of the importing Party.

4. When conducting import checks, the Parties agree that:

(a) both Parties shall ensure that their control, inspection and approval procedures are in accordance with Annex C of the SPS Agreement;

(b) the import checks applied to imported animals, animal products, plants and plant products traded between the Parties shall be based on the risk associated with such importations. The import checks shall be carried out in a manner that is appropriate to the risk involved, least trade-restrictive and without undue delay; and

(c) the Parties reaffirm Article V of the GATT 1994 and agree that there shall be freedom of transit for goods in transit. The inspection of goods may be carried out in the event of identifiable sanitary or phytosanitary

risks.

(2) For greater certainty, without affecting the implementation of this Article, nothing in this Article prevents a Party from adopting or maintaining halal requirements for food and food products in accordance with Islamic law.

Article 4.9. Emergency Measures

1. If a Party adopts an emergency measure that is necessary for the protection of human, animal or plant life or health and that may have an effect on trade, the Party shall promptly notify, in writing in the English language, the other Party of that measure through the relevant contact point referred to in Article 4.13 (Contact Points and Competent Authorities). The importing Party shall take into consideration any information provided by the other Party in response to the notification.

2. If a Party adopts an emergency measure, it shall review measure within six (6) months or any other such time as agreed by the Parties and make available the results of the review to the other Party on request. If the emergency measure is maintained after the review, because the reason for its adoption remains, the Party should review the measure periodically.

Article 4.10. Transparency

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

2. Each Party shall notify proposed measures or changes to sanitary or phytosanitary measures that may have a significant effect on the trade of other Parties through the online WTO Sanitary and Phytosanitary Measures Notification Submission System, the contact points designated under Article 4.13 (Contact Points and Competent Authorities), or through already established communication channels of the Parties.

3. In implementing this Article, both Parties shall take into account relevant decisions of the WTO SPS Committee and international standards, guidelines, and recommendations.

4. A Party, upon request from the other Party, shall provide relevant information and clarification regarding any sanitary or phytosanitary measure to the requesting Party, within a reasonable period of time, including:

(a) the sanitary and phytosanitary requirements that apply for the import of specific products;

(b) the status of the Party's application; and (c) the procedures for the authorisation of specific products.

5. Unless urgent problems of human, animal or plant life or health protection arise or threaten to arise, or the measure is of a trade-facilitating nature, the Party proposing a sanitary or phytosanitary measure shall normally allow at least sixty (60) days for the other Party to provide written comments on the proposed measure, after it makes a notification under paragraph 3. If feasible and appropriate, the Party proposing the measure should allow more than sixty (60) days. The Party shall consider any reasonable request from the other Party to extend the comment period. On request of the other Party, the Party proposing the measure shall respond to the written comments of the other Party in an appropriate manner.

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

7. The Parties encourage the publication, by electronic means in an official journal or on a website, the proposed sanitary or phytosanitary measure notified under paragraph 3, and the legal basis for the measure.

8. Each Party shall notify the other Party of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text or the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. Each Party shall publish, preferably by electronic means, notices of final sanitary or phytosanitary measures in an official journal or website.

9, An exporting Party shall notify the importing Party through the contact points referred to in Article 4.13 (Contact Points and Competent Authorities) in a timely and appropriate manner:

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

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

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

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

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

10. Each Party shall provide within a reasonable period of time, appropriate information to the other Party through the contact points established under Article 4.13 (Contact Points and Competent Authorities) or already established communication channels of the Parties, when:

(a) there is significant or recurring sanitary or phytosanitary non- compliance associated with an exported consignment identified by the importing Party; and

(b) a sanitary or phytosanitary measure adopted provisionally against or affecting the export of another Party is considered necessary to protect human, animal or plant life or health within the importing Party.

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

Article 4.11. Cooperation and Capacity Building

1. Both Parties shall explore opportunities for further cooperation between them, including capacity building, technical assistance, collaboration, and information exchange on sanitary and phytosanitary matters of mutual interest, consistent with the provisions of this Chapter.

2. In undertaking cooperative activities, both Parties shall endeavour to coordinate with bilateral, regional or multilateral work programmes with the objective of avoiding unnecessary duplications and eliminating unnecessary obstacles to trade between the Parties and maximising the use of resources.

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

(a) share best practices; and

(b) cooperate on joint scientific data collection.

Article 4.12. Technical Discussions

1. Where a Party considers that a sanitary or phytosanitary measure is affecting their trade with the other Party, it may, through the contact points or through other established communication channels, request a detailed explanation of the sanitary or phytosanitary measures including the scientific basis of the measure. The other Party shall respond promptly to any request for such explanation.

2. A Party shall notify the other Party of an emergency measure under this Chapter immediately after adopting its decision to implement the measure. If a Party requests technical consultation to address the emergency SPS measure, the technical consultations must be held within ten (10) days of the notification of the emergency SPS measure. The Parties shall consider any information provided through the technical consultations.

3. A Party may request to hold technical discussions with the other Party in an attempt to resolve any concerns on specific issues arising from the application of the sanitary and phytosanitary measure. The requested Party shall respond promptly to any reasonable request for such consultation.

4. Where a Party requests technical discussion, these shall take place as soon as practicable, unless the Parties agree otherwise.

5. The technical discussions may be conducted via teleconference, videoconference, or through any other means as the Parties mutually agree.

6. Such technica! discussions are without prejudice to the rights and obligations of the Parties under Chapter 15 (Dispute Settlement).

Article 4.13. Contact Points and Competent Authorities

Upon entry into force of this Agreement, each Party shall:

(a) designate a contact point or contact points to facilitate communication on matters covered under this Chapter;

(b) inform the other Party of a contact point or contact points; and

(c) when more than one contact point is designated, specify a contact point that serves as the focal point to respond to enquiries by other Parties about the appropriate contact point with which to communicate.

2. A Party shall provide the other Party, through the contact point or contact points, a description of its competent authorities and their division of functions and responsibilities.

3. Both Parties shail notify each other of any changes to the contact points and significant changes in the structure, organisation and division of responsibility within its competent authorities.

4. Both Parties recognise the importance of the competent authorities in the implementation of this Chapter. Accordingly, the competent authorities of Parties may cooperate with each other on matters covered by this Chapter in a manner the Parties mutually agree.

Article 4.14. Subcommittee on SPS

1. The Parties hereby establish a Subcommittee on Sanitary and Phytosanitary Measures (SPS Subcommittee) under the CTG, consisting of government representatives of each Party's competent authorities.

2. The SPS Subcommittee shall meet within one (1) year from the date of entry into force of this Agreement, and thereafter at such venues and time-period as the Parties mutually determine. & The functions of the SPS Subcommittee shall be to:

(a) consider any sanitary and phytosanitary matters of mutual interest;

(b) coordinate cooperation pursuant to Article 4.11 (Cooperation and Capacity Building) and identify mutually agreed priority sectors for enhanced cooperation;

(c) monitor the implementation and operation of this Chapter;

(d) encourage the Parties to share experience regarding implementation of this Chapter; and

(e) facilitate technical discussions.

4. Meetings may occur in person, by teleconference, by video conference, or through any other means as determined by the Parties.

Chapter 5. TECHNICAL BARRIERS TO TRADE

Article 5.1. Definitions

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

2. "TBT Agreement" means Agreement on Technical Barriers to Trade, set out in Annex 1A of the GATT 1994.

Article 5.2. Objectives

The objectives of this Chapter are to facilitate trade in goods among the Parties by:

(a) ensuring that standards, technical regulations, and conformity assessment procedures do not create unnecessary obstacles to trade;

(b) furthering cooperation pursuant to the TBT Agreement;

(c) promoting mutual understanding of each Party's standards, technical regulations, and conformity assessment procedures and enhancing transparency;

(d) facilitating information exchange and cooperation among the Parties in the field of standards, technical regulations and conformity assessment procedures, including in the work of relevant international bodies; and

(e) addressing the issues that may arise under this Chapter.

Article 5.3. Scope

1. This Chapter shall apply to the standards, technical regulations and conformity assessment procedures that may affect trade in goods between the Parties. The Chapter shall not apply to:

(a) sanitary and phytosanitary measures which are covered in Chapter 4 (Sanitary and Phytosanitary Measures) of this Agreement; and

(b) purchasing specifications prepared by governmental bodies for production or consumption requirements of governmental bodies.

2. Without prejudice to paragraph 1, this Chapter shall apply to the preparation, adoption, and application of all technical regulations, standards, and conformity assessment procedures by: central government bodies; and, where explicitly provided for in this Agreement, government bodies at the level directly below that of the central level of government that may affect trade in goods between the Parties.

3. All references in this Chapter to technical regulations, standards, and conformity assessment procedures shall be construed to include any amendments (1) to them and any addition to the rules or the product coverage of those technical regulations, standards, and procedures, except amendments and additions of an insignificant nature.

4. Each Party shall take such reasonable measures that are within its authority to encourage observance by local government bodies, as the case may be, on the level directly below that of the central level of government within its territory which are responsible for the preparation, adoption and application of technical regulations, standards and conformity assessment procedures, of Articles 5.5 (Standards) and 5.7 (Conformity Assessment Procedures).

5. For greater certainty, nothing in this Chapter shall prevent a Party from preparing, adopting, applying, or maintaining technical regulations, standards, or conformity assessment procedures in accordance with its rights and obligations under this Agreement, the TBT Agreement, and any other relevant international agreement.

(1) "Any amendment" includes the elimination of a technical regulation.

Article 5.4. Incorporation of the TBT Agreement

1. The Parties affirm their rights and obligations under the TBT Agreement, and the following provisions of the TBT Agreement are incorporated into and form part of this Agreement, mutatis mutandis:

(a) Article 2;

(b) Article 3;

(c) Article 4.1;

(d) Article 5;

(e) Article 6.1, 6.3; and

(f) Annex 3, except paragraph A.

2. In the event of any inconsistency between the provisions of the TBT Agreement incorporated under this Article and other provisions of this Chapter, the latter shall prevail.

3. This Chapter is subject to Chapter 15 (Dispute Settlement) at the entry into force of this Agreement.

4. No Party shall have recourse to dispute settlement under Chapter 15 (Dispute Settlement) for a dispute that exclusively alleges a violation of the provisions of the TBT Agreement incorporated under this paragraph.

Article 5.5. Standards

1. The Parties recognise the important role that international standards, guides, and recommendations can play in harmonising technical regulations, conformity assessment procedures, and national standards, and in reducing unnecessary barriers to trade.

2. To determine whether there is an international standard, guide, or recommendation within the meaning of Articles 2 and 5 and Annex 3 of the TBT Agreement, each Party shall apply the Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement (G/TBT/9, 13 November 2000, Annex 4), and subsequent relevant decisions and recommendations in this regard, adopted by the WTO Committee on Technical Barriers to Trade (WTO TBT Committee) in order to recognise a standard as an international standard.

3. Each Party shall ensure that its standardising body or bodies, while formulating national standards, shall ensure that such standards are not prepared, adopted or applied with a view to, or with the effect of, creating unnecessary obstacles to international trade.

4. Where modifications to the contents or structure of the relevant international standards were necessary in developing a Party's national standards, that Party shall, on request of the other Party, encourage its standardising body or bodies to provide information about the differences in the contents and structure, and the reason for those differences. Any fees charged for this service shall, apart from the real cost of delivery, be the same for foreign and domestic persons.

5. The Parties shall cooperate with each other to ensure that international standards, guides, and recommendations that are likely to become a basis for technical regulations and conformity assessment procedures do not create unnecessary obstacles to international trade.

6. Each Party shall encourage the standardising body or bodies in its territory to cooperate with the standardising body or bodies of the other Party including:

(a) exchange of information on standards;

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

(c) cooperation in the work of international standardising bodies in areas of mutual interest.

7. The Parties shali, where appropriate, strengthen coordination and communication with each other in the context of discussion on international standards and related issues in other international fora, such as the WTO TBT Committee.

Article 5.6. Technical Regulations

1. Each Party shall prepare, adopt and apply its technical regulations in accordance with Article 2 of the TBT Agreement and ensure adherence to Article 3 of the TBT Agreement.

2. Each Party shail use relevant international standards to the extent provided in | paragraph 4 of Article 2 of the TBT Agreement, as a basis for its technical | regulations. Where a Party does not use such international standards, or their relevant parts, as a basis for its technical regulations and these may have an effect on trade of the other Party, it shall, upon request of the other Party, explain the reasons therefor. The explanation shall make every effort to address why the standard has been judged inappropriate or ineffective for the objective pursued. Where the Party considers that the technical explanation provided is not satisfactory, both Parties shall enter into technical discussions that will take place as expeditiously as possible to arrive at a mutually satisfactory understanding. |

3. In implementing Article 2.2 of the TBT Agreement, each Party shall consider available alternatives in order to ensure that any proposed technical regulations to be adopted are not more trade-restrictive than necessary to fulfil a legitimate objective, taking account of the risk non-fulfilment would create.

4. Each Party shall give positive consideration to accepting as equivalent, technical regulations of the other Party, even if these regulations differ from its own, provided it is satisfied that these regulations adequately fulfil the objectives of its own regulations.

5. In addition to Article 2.7 of the TBT Agreement, a Party shall, on request of the other Party, (2) provide the reasons why it has not accepted, or cannot accept, a technical regulation of that Party as equivalent to its own. The Party to which the request is made should provide its response within a reasonable period of time.

6. Each Party shall uniformly and consistently apply its technical regulations that are prepared and adopted by its central government bodies to its whole territory. For greater certainty, nothing in this paragraph shall be construed to prevent local government bodies from preparing, adopting and applying additional technical regulations in a manner consistent with the provisions of the TBT Agreement.

7. Except where urgent problems of safety, health, environmental protection or national security arise or threaten to arise, Parties shall allow a reasonable interval (3) between the publication of technical regulations and their entry into force in order to provide sufficient time for producers in exporting Parties to adapt their products or methods of production to the requirements of importing Parties

8. At the request of a Party that has an interest in developing a technical regulation similar to a technical regulation of the other Party, such other Party shall endeavour to provide, to the extent practicable, relevant information, including studies or documents, except for confidential information, on which it has relied in its development.

9. Consistent with the obligations of the TBT Agreement, incorporated by Article 5.4 (Incorporation of the TBT Agreement), each Party shall ensure that its technical regulations concerning labels:

(a) accord treatment no less favourable than that accorded to like goods of national origin; and

(b) do not create unnecessary obstacles to trade between the Parties.

(2) The Party's request should identify with precision the respective technical regulations it considers to be equivalent and any data or evidence that supports its position.

(3) "Reasonable interval" means normally a period of not less than six (6) months, except when this would be ineffective in fulfilling the legitimate objectives pursued by the technical regulation or the conformity assessment procedure.

Article 5.7. Conformity Assessment Procedures

1. In cases where a positive assurance is required that products conform with technical regulations or standards, and

relevant international standards, guides or recommendations issued by international standardising bodies exist or their completion is imminent, Parties shall ensure that central government bodies use them, or the relevant parts of them, as a basis for their conformity assessment procedures, except where, as duly explained upon request, such international standards, guides, or recommendations or relevant parts are inappropriate for the Parties concerned, for, inter alia, such reasons as: national security requirements; the prevention of deceptive practices; protection of human health or safety, animal or plant life or health, or the environment; fundamental climatic or other geographical factors; fundamental technological or infrastructural problems.

2. Procedures for assessment of conformity by central government bodies of each Party shall be in accordance with Article 5 of the TBT Agreement.

3. Each Party shall ensure, whenever possible, that results of the conformity assessment procedures in the other Party are accepted, even when those procedures differ from its own, provided it is satisfied that those procedures offer an assurance of conformity with applicable technical regulations or standards equivalent to its own procedures.

4. A Party shall, upon request of the other Party, explain its reasons for not accepting the results of a conformity assessment procedure conducted in the other Party. Each Party recognises that, a broad range of mechanisms exists to facilitate the acceptance of the results of conformity assessment procedures conducted in the other Party. Such mechanisms may include:

(a) mutual recognition agreements for the results of conformity assessment procedures conducted by bodies in the Parties;

(b) cooperative (voluntary) arrangements between accreditation bodies or those between conformity assessment bodies in the Parties;

(c) use of accreditation to qualify conformity assessment bodies, including through relevant multilateral agreements or arrangements to recognise the accreditation granted by other Parties;

(d) designation of conformity assessment bodies in the other Party;

(e) unilateral recognition by a Party, of results of conformity assessment procedures conducted in the other Party; and

(f) manufacturer's or supplier's declaration of conformity.

5. Upon reasonable request, the Parties shall exchange information and/or share experiences on the mechanisms referred to in paragraph 4 above, with a view to facilitating the acceptance of the results of conformity assessment procedures.

6. Each Party shall, if it considers appropriate, permit participation of conformity assessment bodies in the other Party, in its conformity assessment procedures under conditions no less favourable than those accorded to conformity assessment bodies in the Party.

7. Where a Party permits participation of its conformity assessment bodies and does not permit participation of conformity assessment bodies in the other Party, in its conformity assessment procedures, it shall, upon written request of that Party, explain the reason for its refusal in writing.

8. The Parties recognise the important role that relevant regional or international organisations can play in cooperation in the area of conformity assessment. In this regard, each Party shall take into consideration the participation status or membership in such organisations of relevant bodies in the Parties in facilitating this cooperation.

9. The Parties agree to encourage cooperation between their relevant conformity assessment bodies in working closer with a view to facilitating the acceptance of conformity assessment results between Parties.

Article 5.8. Cooperation

1. The Parties shall encourage cooperation between their respective organisations responsible for standardisation, conformity assessment, accreditation, and metrology, with a view to facilitate trade.

2. Each Party shall, upon request of the other Party, give positive consideration to proposals for cooperation on matters of mutual interest on standards, technical regulations, and conformity assessment procedures.

3. Such cooperation, which shall be on terms and conditions the Parties mutually determine, may include:

(a) advice or technical assistance/capacity building relating to the development and application of standards, technical regulations and conformity assessment procedures;

(b) cooperation between conformity assessment bodies, both governmental and non-governmental, in the Parties on matters of mutual interest;

(c) cooperation in areas of mutual interest in the work of relevant regional and international bodies relating to the development and application of standards and conformity assessment procedures, such as enhancing participation in the frameworks for mutual recognition developed by relevant regional and international bodies;

(d) enhancing cooperation in the development and improvement of standards, technical regulations, and conformity assessment procedures;

(e) strengthening communication and coordination in the WTO TBT Committee and other relevant international or regional fora;

(f) greater alignment of national standards with relevant international standards, except where inappropriate or ineffective;

(g) facilitation of the greater use of relevant international standards, guides, and recommendations as the basis for technical regulations, and conformity assessment procedures; and

(h) promotion of the acceptance of technical regulations of the other Party as equivalent.

4. Each Party shall, upon request of the other Party, give due consideration for cooperation in areas of mutual interest under this Chapter.

Article 5.9. Information Exchange and Technical Discussions

1. A Party may request in writing that the other Party provide information on any matter arising under this Chapter. A Party receiving a request in writing, in the English language under this paragraph shall provide that information within a reasonable period of time, and if possible, by electronic means.

2. When a Party considers the need to resolve an issue related to trade and provisions under this Chapter, it may request in writing to hold technical discussions with the other Party. The requested Party shall respond as early as possible to such a request.

3. The Parties shall discuss the matter raised within sixty (60) days of the date of the request. if the requesting Party considers that the matter is urgent, it may request that any discussions take place within a shorter time frame. The Parties shall attempt to obtain satisfactory resolution of the matter as expeditiously as possible, recognising that the time required to resolve a matter will depend on a variety of factors, and that it may not be possible to resolve every matter through technical discussions.

4. Requests for information or technical discussions and communications shall be conveyed through the respective contact points designated pursuant to Article 5.11 (Contact Points).

5. For greater certainty, a Party may request technical discussions with the other Party regarding technical regulations or conformity assessment procedures on a level directly below that of the central government that may have a significant effect on trade.

6. Unless the Parties agree otherwise, the discussions and any information exchanged in the course of the discussions shall be confidential and without prejudice to the rights and obligations of the participating Parties under this Agreement, the WTO Agreement or any other agreement to which both Parties are party.

7. The Parties understand and agree that this Article is without prejudice to the rights and obligations of the Parties under Chapter 15 (Dispute Settlement).

Article 5.10. Transparency

1. The Parties recognise the importance of the provisions relating to transparency in the TBT Agreement. In this respect, the Parties shall take into account relevant Decisions and Recommendations adopted by the WTO TBT Committee since 01 January 1995 (G/TBT/1/Rev.13), and any revisions issued in the future by the WTO TBT Committee.

2. Upon request, a Party shall provide, if already available, the full text or summary of its notified technical regulations and conformity assessment procedures in the English language. If unavailable, the Party shall provide a summary stating the requirements of the notified technical regulations and conformity assessment procedures to the requesting Party in the English language, within a reasonable period of time agreed between the Parties and, if possible, within thirty (30) days after

receiving the written request. In implementing the preceding sentence, the contents of the summary shall be determined by the responding Party.

3. Each Party shall, on request of the other Party, provide information regarding the objectives of, and rationale for, a technical regulation or conformity assessment procedure that Party has adopted or is proposing to adopt.

4. Each Party shall normally allow sixty (60) days from the date of notification to the WTO in accordance with Articles 2.9 and 5.6 of the TBT Agreement for the other Party to present comments in writing, except where urgent problems of safety, health, environmental protection or national security arise or threaten to arise.

5. Each Party shall take the comments of the other Party into account and shall endeavour to provide responses to these comments upon request.

6. Each Party shall allow persons of the other Party to participate in consultation procedures which are available to the general public for the development of technical regulations, national standards, and conformity assessment procedures by the Party, subject to laws and regulations of a Party, on terms no fess favourable than those accorded to its own persons.

7. When a Party detains at the point of entry an imported consignment, due to non-compliance with a technical regulation or a conformity assessment procedure, it shall notify the importer or its representative, as soon as possible, the reasons for the detention.

8. Unless this Chapter provides otherwise, any information or explanation requested by a Party pursuant to this Chapter shall be provided to the other Party, in print or electronic form, within a reasonable period of time as the Parties may agree, and, if possible, within sixty (60) days. Upon request, the requested Party shall provide such information or explanation in the language or languages as the Parties mutually agree, or whenever possible, in the English language.

Article 5.11. Contact Points

1. Within sixty (60) days of the date of entry into force of this Agreement, each Party shall designate a contact point or contact points responsible for coordinating the implementation of this Chapter.

2. Each Party shall provide the other Party with the name of the designated contact point or contact points and the contact details of the relevant official(s) in that organisation, including telephone, facsimile, email and any other relevant details.

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

4. Each Party shall ensure that its contact point or contact points facilitate the exchange of information between the Parties on standards, technical regulations, and conformity assessment procedures, in response to all reasonable requests for such information from a Party.

Article 5.12. Subcommittee on Standards, Technical Regulations and Conformity Assessment Procedures

1. The Parties hereby establish a Subcommittee on Standards, Technical Regulations, and Conformity Assessment Procedures, under the CTG, consisting of representatives of the Parties.

2. The Subcommittee shall meet at such venues and time-period as the Parties mutually determine. Meetings may be conducted in person, or by any other means as the Parties mutually determine.

3. The functions of the Subcommittee may include:

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

(b) coordinating cooperation pursuant to Article 5.8 (Cooperation);

(c) facilitating technical discussions;

(d) reporting, where appropriate, its findings to the Committee on Trade in Goods; and

(e) carrying out other functions as may be delegated by the Committee on Trade in Goods.

Article 5.13. Annexes

1. The agreed text of Bilateral Cooperation on Pharmaceutical Products to Chapter 5 on Technical Barriers to Trade Is Placed at Annex 5A.

2. Within one (1) year of the entry into force of this Agreement, both Parties shall enter into discussions to negotiate and finalise an Annex on organic products which will form an integral part to this Chapter.

Chapter 6. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 6.1. Definitions

For the purposes of this Chapter:

"Customs Administration" means the Federal Authority of Identity, Citizenship, Customs and Port Security for the UAE and the Central Board of Indirect Taxes & Customs for India;

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

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

"persons" means both natural and lega! person, unless the context otherwise requires;

"Customs Mutual Assistance Agreement (CMAA)" means the agreement that further enhances customs cooperation and exchange of information between the Parties to secure and facilitate lawful trade through enhancing assistance in administration of customs matters for proper application of customs law and for the prevention, investigation and combating of customs offences and to ensure the security of the international trade supply chain, signed on 01 April 2012;

"Authorised Economic Operator(s) (AEO)" means, in accordance with the WTO Agreement on Trade Facilitation, set out in Annex 1A to the WTO Agreement (TFA), the program which recognises an operator involved in the international movement of goods in whatever function that has been approved by the national! Customs Administration as complying with the World Customs Organisation (WCO) supply chain security standards;

"Mutual Recognition Arrangement (MRA)" means the arrangement between the Parties that mutually recognises AEO authorisations that have been properly granted by the respective Customs Administrations; and

"TFA commitment(s)" means respective commitments of both Parties under the WTO Agreement on Trade Facilitation, set out in Annex 1A to the WTO Agreement.

Article 6.2. Scope

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

Article 6.3. General Provisions

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

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

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

Article 6.4. Publication and Availability of Information

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

2. Each Party shall designate, establish, and maintain one or more enquiry points consistent with its TFA commitments to

address reasonable enquiries from interested persons pertaining to customs matters, and shall endeavour to make available publicly through electronic means, information concerning procedures for making such enquiries.

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

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

5. Changes to duty rates or tariff rates, measures that have a relieving effect, measures the effectiveness of which would be undermined as a result of compliance with paragraph 4, measures applied in urgent circumstances, or minor changes to domestic law and legal system are each excluded from the obligations in paragraphs 4 and 4.

Article 6.5. Risk Management

Each Party shall adopt a risk management approach in its customs activities, based on its risk evaluation criteria concerning goods and supply chain entities, in order to facilitate the clearance of low-risk consignments, while focusing its customs control on high-risk goods.

Article 6.6. Paperless Communications

1. For the purposes of trade facilitation, the Parties shall endeavour to provide an electronic environment that supports business transactions between the Customs Administrations and trading entities.

2. The Parties shall exchange views and information on realising and promoting paperless communications between the Customs Administrations and trading entities.

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

Article 6.7. Advance Rulings

1. In accordance with its commitments under the TFA, each Party shall provide for the issuance of an advance ruling, prior to the importation of a good into its territory, to an importer of the good in its territory or to an exporter or producer of the good in the territory of the other Party.

2. For the purposes of paragraph 1, each Party shall issue rulings as to whether the good qualifies as an originating good or to assess the good's tariff classification. Each Party shall issue its determination regarding the origin or classification of the good within a reasonable, time-bound manner from the date of receipt of a complete application for an advance ruling.

3. The importing Party shall apply an advance ruling issued by it under paragraph 1 on the date that the ruling is issued or on a later date specified in the ruling. The ruling shall remain in effect for a reasonable period of time and in accordance with the national procedures on advance rulings unless the Party revokes, modifies, or invalidates the advance ruling, wherein it shall provide written notice to the applicant setting out the relevant facts and the basis for its decision. Where a Party invalidates advance rulings with retroactive effect, it may only do so where the ruling was based on false or misleading information.

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

5. A Party may decline to issue an advance ruling if the facts and circumstances forming the basis of the advance ruling are the subject of a post clearance audit or under review before any governmental agency or an administrative, judicial, or quasi-judicial review or appeal. A Party that declines to issue an advance ruling shall promptly in accordance with national procedures notify, in writing, the person requesting the ruling, setting out the relevant facts and circumstances and the basis for its decision.

6. Each Party shall provide that any modification or revocation of an advance ruling shall be effective on the date on which the modification or revocation is issued, or on such later date as may be specified therein, and shall not be applied to importations of a good that have occurred prior to that date, unless the advance ruling was based on incomplete, incorrect,

false, or misleading information.

Article 6.8. Penalties

1. Each Party shall maintain measures imposing criminal, civil or administrative penalties, whether solely or in combination, for violations of the Party's customs laws and regulations or customs procedures.

2. Each Party shall ensure that penalties issued for a breach of its customs laws and regulations or customs procedures are imposed only on the person(s) responsible for the breach under its laws.

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

4. Each Party shall ensure that it maintains measures to avoid conflicts of interest in the assessment and collection of penalties and duties. Each Party will ensure that it maintains measures to avoid creating an incentive for the assessment or collection of a penalty that is inconsistent with paragraph 3 above.

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

Article 6.9. Release of Goods

1. Each Party shall adopt or maintain simplified customs procedures for the efficient release of goods in order to facilitate trade, consistent with domestic laws and procedures.

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

(a) provide for the release of goods without unnecessary delay upon receipt of the customs declaration and fulfilment of all applicable requirements and procedures;

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

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

(d) require that, to the extent permitted by its customs laws and regulations, the importer be informed if a Party does not promptly release goods, including, the reasons why the goods are not released and which border agency, if not the Customs Administration, has withheld release of the goods.

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

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

Article 6.10. Authorised Economic Operators

in order to facilitate trade and enhance compliance and risk management between them, the Parties shall work towards negotiating, finalizing and implementing the Authorised Economic Operator (AEO) Mutua! Recognition Arrangement (MRA) between the two Parties.

Article 6.11. Border Agency Cooperation

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

Article 6.12. Expedited Shipments

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

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

(b) minimise the documentation required for the release of expedited shipments, and to the extent possible, provide for release based on a single submission of information on certain shipments through electronic means; (1)

(c) under normal circumstances, provide for expedited shipments to be released as soon as possible after submission of the necessary customs documents, provided the shipment has arrived and applicable customs duties have been assessed where applicable;

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

(e) under normal circumstances, provide that no customs duties will be collected on expedited shipments valued or assessed to duty at or below a fixed amount set under the Party's law. (2) Each Party shall endeavour to review the amount periodically taking into account factors that it may consider relevant.

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

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

Article 6.13. Review and Appeal

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

(a) an administrative appeal to or review by an administrative authority higher than or independent from the official or office that issued the decision; and/or

(b) judicial appeal or review of the decision.

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

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

Article 6.14. Customs Cooperation

1. With a view to further enhancing customs cooperation and exchange of information between the Customs Administrations to secure and facilitate lawful trade through the proper application of customs laws and regulations, for the prevention, investigation and combating of customs offences and to ensure the security of the international trade supply chain, each Party shall implement and comply with the obligations in the CMAA.

2. The Parties shall facilitate initiatives for the exchange of pre-arrival customs data as well as information on best practices in relation to the implementation and management of customs procedures described in this Chapter, and in accordance with the CMAA.

Article 6.15. Confidentiality

Nothing in this Agreement shall be construed to require a Party to furnish or allow access to confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private. Any information received under this Chapter shall be treated as confidential pursuant to the terms of the CMAA.

Article 6.16. Subcommittee on Customs Procedures and Trade Facilitation

The Parties agree to establish a Subcommittee on Customs procedures and Trade Facilitation (CPTF Subcommittee) under the CTG, consisting of government representatives of each Party's competent authorities.

Chapter 7. TRADE REMEDIES

Article 7.1. Definitions

For the purposes of this Chapter:

"Anti-Dumping Agreement" means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994, set out in Annex 1A to the WTO Agreement.

"Safeguards Agreement" means the Agreement on Safeguards, set out in Annex 1A to the WTO Agreement.

"SCM Agreement2 means the Agreement on Subsidies and Countervailing Measures, set out in Annex 1A to the WTO Agreement.

Article 7.2. Anti-Dumping and Countervailing Measures

General:

1. Except as otherwise provided for in this Agreement, the Parties retain their rights and obligations under Article VI of the GATT 1994, the Anti-Dumping Agreement, and the SCM Agreement.

Termination of Anti-dumping and Countervailing Duty Measures:

2.A. Where an anti-dumping or countervailing duty investigation in respect of goods from the other Party is terminated with a negative final determination, or pursuant to a review under Articles 11.2 and 11.3 of the Anti-Dumping Agreement and Articles 21.2 and 21.3 of the SCM Agreement, no anti-dumping or countervailing duty shall be imposed on the same goods during one (1) year after the termination of the previous investigation or measure, if that other Party is the only subject country involved.

2.B. Notwithstanding paragraph 2.A., the investigating authority of the importing Party may initiate an investigation in an exceptional case, provided that the authority is satisfied, on the basis of evidence available to it, that dumping or injury has recurred as a result of withdrawal of the duties and that initiation of such an investigation is necessary to prevent material injury or threat thereof to the domestic industry as a consequence of such dumped imports from the exporting Party.

Practices Relating to Anti-dumping and Countervailing Duty Proceedings:

3. The Parties recognise the following practices as promoting the goals of transparency and due process in anti-dumping and countervailing duty proceedings:

(a) the importing Party shall not include the other Party among subject countries in anti-dumping investigations where products are merely transhipped (1) through the other Party;

(b) upon receipt by a Party's investigating authority of a properly documented anti-dumping or countervailing duty application with respect to imports from the other Party, and no later than ten (10) days before initiating an investigation, the Party shall provide written notification of its receipt of the application to the other Party;

(c) as soon as possible and no later than ten (10) days, after receiving the notification of the receipt of the application, the exporting Party may request pre-initiation consultations with the importing Party, with the aim of clarifying all possible concerns regarding the matters referred to in the application and arriving at a mutually agreed solution;

(d) without prejudice to the obligation to afford reasonable opportunity for consultation, these provisions regarding consultations are not intended to prevent the authorities of a Party from proceeding expeditiously with regard to initiating an investigation, reaching preliminary or final determinations, whether affirmative or negative, or from applying provisional or final measures, in accordance with the Party's national laws;

(e) in any proceeding in which the investigating authority determines to conduct an in-person verification of information that is provided by a respondent (2) and that is pertinent to the calculation of dumping margins or the level of a countervailable subsidy, the investigating authority shall promptly notify each respondent of its intent, and, in normal circumstances:

(i) provide to each respondent ten (10) days advance notice of the dates on which the authorities intend to conduct an in-

person verification of the information;

(ii) five (5) days prior to an in-person verification, provide to the respondent a document that sets out the topics the respondent should be prepared to address during the verification and that describes the types of supporting documentation to be made available for review; and

(iii) after the verification is completed, prepare a written report describing the methods and procedures that it followed in carrying out the verification and the results of the verification and make the report available to the concerned interested parties, in sufficient time for the interested parties to defend their interests in the segment of a proceeding;

(f) if, in an anti-dumping or countervailing duty action that involves imports from the other Party, a Party's investigating authority determines that a timely response to a request for information does not comply with the request, the investigating authority shall inform the interested party that submitted the response of the nature of the deficiency and, to the extent practicable, in light of time limits established to complete the anti-dumping or countervailing duty action, provide the interested party with an opportunity to remedy or explain the deficiency. If that interested party submits further information in response to that deficiency and the investigating authority finds that the response is not satisfactory, or that the response is not submitted within the applicable time limits, and if the investigating authority disregards all or part of the original and subsequent responses, the investigating authority shall explain in the determination or other written document the reasons for disregarding the information;

(g) before a final determination is made, the investigating authority shall inform the Parties participating in the investigation of the essential facts that form the basis of the decision whether to apply definitive measures. Subject to the protection of confidential information, the investigating authority may use any reasonable means to disclose the essential facts. Such disclosure shall be made in writing, and should take place within sufficient time for interested parties to defend their interests; and

(h) the investigating authority shall provide an adequate and timely opportunity to the concerned interested parties to present arguments on the reports and disclosures.

(1) For the purpose of this paragraph, "transhipment" means the customs procedure under which goods are transferred under customs control from the importing means of transport to the exporting means of transport within the area of one customs office which is the office of both importation and exportation.

(2) For the purposes of this paragraph, "respondent2 means a producer, manufacturer, exporter, importer, and, where appropriate, a government or government entity, that is required by a Party's investigating authorities to respond to an anti-dumping or countervailing duty questionnaire.

Article 7.3. Bilateral Safeguard Measures

Definitions:

For the purposes of this Article:

"domestic industry" means, with respect to an imported good, the producers as a whole of the like or directly competitive good operating within the territory of a Party, or those producers whose collective production of the fike or directly competitive good constitutes a major proportion of the total domestic production of that good;

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

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

"bilateral safeguard measure" means a measure described in paragraph 1.

General:

1. If, as a result of the reduction or elimination of a customs duty under this Agreement, an originating good of the other Party is being imported into the territory of a Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions that the imports of such originating good from the other Party causes serious injury, or threat thereof, to a domestic industry producing a like or directly competitive good, the Party may:

(a) suspend the further reduction of any rate of customs duty on the good provided for under this Agreement;

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

(i) the most-favoured-nation (MFN) applied rate of duty on the good in effect at the time the action is taken; and

(ii) the MFN applied rate of duty on the good in effect on the day immediately preceding the date this Agreement enters into force.

2. The Parties agree that neither tariff rate quotas nor quantitative restrictions are permissible forms of bilateral safeguard measures.

3. The Parties agree that the bilateral safeguard measure will be permanent for the duration of this Agreement. Nonetheless, upon a request of either Party, the CTG may, not less than five (5) years after the date on which the elimination or reduction of the customs duty on all the goods is completed, discuss and review the implementation and operation of the bilateral safeguard measure.

Notification and Consultation:

4. A Party shall notify the other Party in writing or by electronic communication:

(a) within seven (7) days of initiation of an investigation described in paragraph 8,

(b) immediately upon making a finding of serious injury or threat thereof caused by increased imports; and

(c) immediately upon application of provisional or a definitive bilateral safeguard measure or extending the measure.

5. In making the notification referred to in subparagraphs 4(b), and 4(c) the Party proposing to apply a safeguard measure shall provide the other Party with all pertinent information, which shall include evidence of serious injury or threat thereof caused by the increased imports, precise description of the good involved and the proposed measure and expected duration.

6. A Party shall make a notification to the other Party upon making a finding of serious injury or threat thereof caused by increased imports. Consultations shall be initiated immediately after the measure is taken.

7. A Party proposing to apply a definitive safeguard measure shall provide adequate opportunity for prior consultations with the other Party as far in advance, of taking any such measure, with a view to reviewing the information arising from the investigation, exchanging views on the measure and reaching an agreement on the compensation set out in paragraph 21. The Parties shall in such consultations, review, inter alia, the information provided under paragraph 4, to determine:

(a) compliance with this Article;

(b) whether any proposed measure should be taken; and

(c) the appropriateness of the proposed measure, including consideration of alternative measures.

Conditions and Limitations:

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

9. In the investigation described in paragraph 8, the Party shall comply with the requirements of Article 4.2(a) of the Safeguards Agreement, and to this end, Article 4.2(a) of the Safeguards Agreement is incorporated into and form part of this Agreement, mutatis mutandis.

10. Each Party shall ensure that its competent authorities complete any such investigation within eight (8) months of its date of initiation which may be extended up to one (1) year by the competent authority.

11. Neither Party may apply a bilateral safeguard measure:

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

(b) for a period exceeding two (2) years, except that the period may be extended by up to two (2) years if the competent authorities of the importing Party determine, in conformity with the procedures specified in this Article, that the measure

continues to be necessary to prevent or remedy serious injury and to facilitate adjustment and that there is evidence that the industry is adjusting, provided that the total period of application of a bilateral safeguard measure, including the period of initial application and any extension thereof, shall not exceed four (4) years.

12. No bilateral safeguard measure shall be applied to the import of an originating good for a period of one (1) year from the date of commencement of tariff reduction or tariff elimination for that originating good provided for under this Agreement.

13. When a Party terminates a bilateral safeguard measure, the rate of customs duty for the originating good subject to that bilateral safeguard measure shall be the rate that, according to that Party's Schedule of Tariff Commitments in Annex 2A (for India) or Annex 2B (for the UAE), would have been in effect but for that bilateral safeguard measure.

14. No bilateral safeguard measure shall be applied again to the import of a product that has been previously subject to such measure for a period of time equal to the period during which the previous measure was applied or one (1) year since the expiry of such measure, whichever is longer.

15. Notwithstanding the provisions of paragraph 15, a safeguard measure with a duration of one hundred and eighty (180) days or less may be applied again to the import of a product if:

(a) at least one (1) year has elapsed since the date of introduction of a safeguard measure on the import of that product; and

(b) such a safeguard measure has not been applied on the same product more than twice in the four (4) year period immediately preceding the date of introduction of the measure.

16. Where the expected duration of the bilateral safeguard measures is over one (1) year, the Party applying the bilateral safeguard measure shall progressively liberalise it at regular intervals during its period of application.

Provisional Measures:

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

18. If a Party's competent authorities make a preliminary determination, the Party shall make such determination available to interested parties, and shall provide interested parties at least fifteen (15) days to comment and submit their arguments with respect to such determinations.

19. The duration of any provisional measure shall not exceed two hundred (200) days, during which time the Party shail comply with the requirements of paragraphs 5, 6, 8 and 9.

20. The Party shall promptly refund any tariff increases if the investigation described in paragraph 6 does not result in a finding that the requirements of paragraph 1 are met. The duration of any provisional measure shall be counted as part of the period described in paragraph 11({b).

Compensation:

21. No later than thirty (30) days after it applies a bilateral safeguard measure, a Party shall afford an opportunity for the other Party to consult regarding appropriate trade liberalising compensation in the form of concessions having substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the bilateral safeguard measure. The applying Party shall provide such compensation as the Parties mutually agree.

22. If the Parties are unable to agree on compensation within thirty (30) days in the consultations, the Party against whose originating good the measure is applied may suspend the application of concessions with respect to originating goods of the applying Party that have trade effects substantially equivalent to the bilateral safeguard measure. The Party exercising the right of suspension may suspend the application of concessions only for the minimum period necessary to achieve the substantially equivalent effects.

23. A Party against whose good the bilateral safeguard measure is applied shall notify the Party applying the bilateral safeguard measure in writing at least thirty (30) days before it suspends concessions in accordance with paragraph 22.

24. The right to take action to suspend the application of concessions referred to in the second sentence of paragraph 22 shall not be exercised for:

(a) The first two (2) years that the measure is in effect; and

(b) The first three (3) years during which the bilateral safeguard measure is in effect, where it has been extended beyond two (2) years, provided that the measure has been taken as a result of an absolute increase in imports and that such measure conforms to the provisions of this Section.

25. The applying Party's obligation to provide compensation under paragraph 21 and the other Party's right to suspend concessions under paragraph 22 shall cease on the termination of the bilateral safeguard measure.

Article 7.4. Globai Safeguard Measures

1. Each Party retains its rights and obligations under Article XIX of the GATT 1994 and the Safeguards Agreement. This Agreement does not confer any additional rights or obligations on the Parties with regard to actions taken under Article XIX of the GATT 1994 and the Safeguards Agreement, except that a Party taking a global safeguard measure may exclude imports of an originating good of the other Party if such imports are not a cause of serious injury or threat thereof.

2. Neither Party shall apply, with respect to the same good, at the same time:

(a) a bilateral safeguard measure as provided in Article 7.3 (Bilateral Safeguard Measures); and

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

Article 7.5. Subcommittee on Trade Remedies

The Parties agree to establish a Subcommittee on Trade Remedies (TR Committee) under the CTG, consisting of government representatives of each Party's competent authorities.

Chapter 8. TRADE IN SERVICES

Article 8.1. Definitions

For the purposes of this Chapter:

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

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

"commercial presence" means any type of business or professional establishment, including through:

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

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

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

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

A "juridical person" is:

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

(b) controlled by persons of a Party if such persons have the power to name a majority of its directors or otherwise to legally direct its actions;

(c) affiliated with another person when it controls, or is controlled by, that other person, or when it and the other person are both controlled by the same person;

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

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

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

(i) natural persons of that other Party; or

(ii) juridical persons of that other Party as identified under sub paragraph (g) (i);

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

"measures by a Party" means measures taken by:

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

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

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

"measures by a Party affecting trade in services" include measures in respect of:

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

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

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

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

"natural person of the other Party" means a natural person who resides in the territory of that Party or elsewhere, and who under the law of that Party:

(a) is a national of that Party; or

(b) has the right of permanent residence in that Party provided that such Party accords substantially. the same treatment to its permanent residents as it does to its nationals in respect of measures affecting trade in services, provided that the Party is not obligated to accord to such permanent residents treatment more favourable than would be accorded by that Party to such permanent residents;

"person" means either a natural person or a juridical person;

"sector of a service" means,

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

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

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

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

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

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

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

in whole or in part; or

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

"service supplier" means any person that supplies a service; (1)

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

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

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

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

(c) by a service supplier of a Party, through commercial presence in the territory of the other Party ("commercial presence"):

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

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

(1) Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e., the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under this Chapter. Such treatment shall be extended to the presence through which the service is supplied and need not be extended to any other parts of the supplier located outside the territory where the service is supplied.

Article 8.2. Scope and Coverage

1. This Chapter applies to measures by a Party affecting trade in services. This Chapter does not apply to:

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

(b) subsidies or grants except to the extent provided in Article 8.15 (Subsidies) on subsidies;

(c) services provided in the exercise of governmental authority;

(d) measures affecting air traffic rights or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting: (2)

(i) aircraft repair and maintenance services;

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

(iii) computer reservation system services;

(iv) rental services of aircraft with crew; or

(v) air transport management services.

3. This Chapter shall not apply to measures affecting natural persons seeking access to the employment market of a Party, nor shall it apply to measures pertaining to citizenship, permanent residence or employment on a permanent basis.

4. The rights and obligations of the Parties in respect of Financial Services shall be governed by the Annex on Financial Services of the GATS, which are hereby incorporated into and made part of this Agreement.

5. The provisions of this Chapter shall be read with Annex 8C on Telecommunications Services and Annex 8D on Movement of Natural Persons.

(2) Notwithstanding subparagraphs (iv) and (v), this Chapter shall apply to measures affecting rental services of aircraft with crew and air transport management services only for a Party that opts to make commitments in relation to such services in accordance with Article 8.7 (Schedule of Specific Commitments).

Article 8.3. Market Access

1. With respect to market access through the modes of supply defined under "Trade in Services" in Article 8.1 (Definitions), each Party shall accord services and service suppliers of the other Party treatment no fess favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of specific commitments. (3)

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

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

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

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test; (4)

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

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

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

3. Each Party shall endeavour to minimise requirements for a service supplier of the other Party to establish or maintain a representative office or any form of juridical person or to be resident in its territory, as a condition for the cross-border supply of a service.

(3) If a Party undertakes a market-access commitment in relation to the supply of a service through the "cross-border" mode of supply referred to in the definition of "trade in service" in Article 8.1 (Definitions), and if the cross-border movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market-access commitment in relation to the supply of a service through the "commercial presence" mode of supply referred to in the definition of "trade in services" in Article 8.1 (Definitions), it is thereby committed to allow related transfers of capital into its territory.

(4) Subparagraph 2(c) of Article 8.3 (Market Access) does not cover measures of a Party which limit inputs for the supply of services.

Article 8.4. National Treatment

1. In the sectors inscribed in its Schedule of specific commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers. (5)

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

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

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

Article 8.5. Additional Commitments

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 8.3 (Market Access) or 8.4 (National Treatment), including those regarding qualifications, standards or licensing matters. Such commitments shall be inscribed in a Party's Schedule of specific commitments.

Article 8.6. Most Favoured Nation Treatment

lf, after the date of entry into force of this Agreement, a Party enters into any agreement on trade in services with a non-Party, it shall give consideration to a request by the other Party for the incorporation herein of treatment no less favourable than that provided under the aforesaid agreement. Any such incorporation should maintain the overall balance of commitments undertaken by each Party under this Agreement.

Article 8.7. Schedule of Specific Commitments

1. Each Party shall set out, in a Schedule, the specific commitments it undertakes under Articles 8.3 (Market Access), 8.4 (National Treatment) and 8.5 (Additional Commitments). With respect to sectors where such commitments are undertaken, each Schedule of specific commitments shall specify:

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

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

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

2. Measures inconsistent with both Articles 8.3 (Market Access) and 8.4 (National Treatment) shall be inscribed in the column relating to Article 8.3 (Market Access). In this case, the inscription will be considered to provide a condition or qualification to Article 8.4 (National Treatment) as well.

3. The Parties' Schedules of Specific Commitments shall be annexed to this Chapter as Annex 8A (for India) and Annex 8B (for the UAE) and shall form an integral part of this Agreement.

Article 8.8. Modification of Schedules

1. A Party may modify or withdraw any commitment in its Schedule, (referred to in this Article as the "modifying Party"), at any time after three (3) years have elapsed from the date on which that commitment entered into force, in accordance with the provisions of this Article. It shall notify the other Party of its intent to modify or withdraw a commitment no later than three months before the intended date of implementation of the modification or withdrawal.

2. At the request of the other Party, the modifying Party shall enter into negotiations with a view to reaching agreement on any necessary compensatory adjustment within six (6) months. In such negotiations and agreement, the Parties shall endeavour to maintain a general level of mutually advantageous commitments not less favourable to trade than that provided for in the Schedules of specific commitments prior to such negotiations. The Joint Committee shall be kept informed of the outcome of the negotiations.

3. If agreement is not reached between any affected Party and the modifying Party before the end of the period provided for negotiations, the affected Party may invoke the process in Chapter 15 (Dispute Settlement).

4, If an affected Party does not refer the matter to dispute settlement within sixty (60) days from the expiration of the period referred to in paragraph 3, the modifying Party shall be free to implement the proposed modification or withdrawal.

5. The modifying Party may not modify or withdraw its commitment until it has made compensatory adjustments in conformity with the findings of the arbitration panel established pursuant to Article 15.8 (Establishment of a Panel - Dispute Settlement).

6. If the modifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitration panel established pursuant to Article 15.8 (Establishment of a Panel - Dispute Settlement), the affected Party may modify or withdraw substantially equivalent benefits in conformity with those findings.

Article 8.9. Review

1. The Parties shall endeavour to review this Chapter and specifically their Schedules of Specific Commitments at least once every two (2) years at the request of either Party, with a view to facilitating the reduction or elimination of substantially _ all remaining discrimination between the Parties with regard to trade in services covered in this Chapter over a period of time. In this process, there shall be due respect for the national policy objectives.

2. Any review pursuant to paragraph 1 shall be in conformity with Article V of the GATS.

Article 8.10. Domestic Regulation

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

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

3. The provisions of paragraph 2 shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

4. Where authorisation is required for the supply of a service on which a specific commitment has been made, the competent authorities of a Party shall,

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

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

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

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

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

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

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

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

6. Pending the incorporation of disciplines pursuant to paragraph 5, for sectors where a Party has undertaken specific commitments and subject to any terms, limitations, conditions or qualifications set out therein, a Party shall not apply licensing and qualification requirements and procedures and technical standards that nullify or impair such specific commitments in a manner which:

(a) does not comply with the criteria outlined in subparagraphs 5(a), 5(b), or 5(c); and

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

7. In determining whether a Party is in conformity with the obligation under paragraph 6, account shall be taken of international standards of relevant international organisations (6) applied by that Party.

8. In sectors where specific commitments regarding professional services are undertaken, each Party shall provide for adequate procedures to verify the competence of professionals of the other Party in accordance with provisions of paragraph 5.

(6) The term "relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of both Parties.

Article 8.11. Recognition

1. For the purposes of the fulfilment of its standards or criteria for the authorisation, licensing or certification of services suppliers, each Party shall give due consideration to any requests by the other Party to recognise the education or experience obtained, requirements met, or licenses or certifications granted in the other Party. Such recognition which may be achieved through harmonisation or otherwise may be based upon an agreement or arrangement with the other Party, or otherwise be accorded autonomously.

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

3. After the entry into force of this Agreement, the Parties shall encourage their relevant professional bodies in the service sectors of architecture, engineering, medical (doctors), dental, accounting and auditing, nursing, veterinary and company secretaries, to negotiate with the aim of concluding any such agreements or arrangements providing mutual recognition of the education or experience obtained, qualification requirements and procedures and licensing requirements and procedures, within a reasonable period of time. The Parties shall report periodically to the Joint Committee on progress and on impediments experienced.

4. In respect of regulated service sectors, other than those mentioned in paragraph 3, upon a request being made in writing by a Party to the other Party in such sector, the Parties shall encourage their respective professional bodies to negotiate, in that service sector, agreements for mutual recognition of education, or experience obtained, qualifications requirements and procedures, and licensing requirements and procedures in that service sector, with a view to the achievement of early outcomes. The Parties shall report periodically to the Joint Committee on progress and on impediments experienced.

5. The Parties agree that they shall not be responsible in any way for the setilement of disputes arising cut of, or under the agreements or arrangements for mutual recognition concluded by their respective professional, standard-setting or regulatory bodies under the provisions of this Article and that the provisions of the Chapter 15 (Dispute Settlement) shall not apply to disputes arising out of, or under, the provisions of such agreements or arrangements.

6. The Parties agree to encourage, where possible, the relevant bodies in their respective territories to:

(a) enhance cooperation on skill development and mutual recognition of qualifications;

(b) organise bilateral discussions on particular skill sets and standards as per the requirements by each Party; and

(c) pursue mutually acceptable standards and criteria for licensing and certification with respect to service sectors of mutual importance to the Parties.

Article 8.12. Monopolies and Exclusive Service Suppliers

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

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

3. lf a Party has reason to believe that a monopoly supplier of a service of the other Party is acting in a manner inconsistent with paragraphs 1 or 2, it may request the other Party, that is the Party establishing, maintaining or authorising such

supplier, to provide specific information concerning the relevant operations.

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

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

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

Article 8.13. Business Practices

1. The Parties recognise that certain business practices of service suppliers, other than those falling under Article 8.12 (Monopolies and Exclusive Service Suppliers), may restrain competition anc thereby restrict trade in services.

2. A Party shall, at the request of the other Party (the "Requesting Party"), enter into consultations with a view to eliminating practices referred to in paragraph 1. The Party addressed (the "Requested Party") shall accord full and sympathetic consideration to such a request and shall cooperate through the supply of publicly available non-confidential information of relevance to the matter in question. The Requested Party shall also provide other information available to the Requesting Party, subject to its domestic laws and to the conclusion of satisfactory agreement concerning the safeguarding of its confidentiality by the Requesting Party.

Article 8.14. Safeguard Measures

1. Each Party shall review the treatment of emergency safeguard measures taking into account the results of negotiations pursuant to Article X of the GATS.

2. In the event a Party is considering initiating an emergency safeguard investigation pursuant to the results of the above referenced negotiations, a Party shall request consultations with the other Party.

Article 8.15. Subsidies

Each Party shall review the treatment of subsidies related to trade in services taking into account the development of the multilateral disciplines pursuant to paragraph 1 of Article XV of the GATS.

Article 8.16. Payments and Transfers

1. Except under the circumstances envisaged in Article 8.17 (Restrictions to Safeguard the Balance of Payments), a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund (IMF) under the Articles of Agreement of the Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 8.17 (Restrictions to Safeguard the Balance of Payments) or at the request of the IMF.

Article 8.17. Restrictions to Safeguard the Balance of Payments

1. In the event of serious balance of payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on trade in services in respect of which it has undertaken specific commitments, including on payments or transfers for transactions relating to such commitments. It is recognised that particular pressures on the balance-of-payments of a Party in the process of economic developrnent may necessitaie the use of restrictions io ensure, inter alia, the maintenance of a level of financial reserves adequate for the implementation of its programme of economic development.

2. The restrictions referred to in paragraph 1 shall:

(a) be applied in such a manner that the other Party is treated no less favourably than any country that is not a Party to this Agreement.

(b) be consistent with the Articles of Agreement of the IMF;

(c) avoid unnecessary damage to the commercial, economic and financial interests of the other Party;

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

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

3. In determining the incidence of such restrictions, the Parties may give priority to the supply of services which are more essential to their economic or development programmes. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular service sector.

4. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the other Party.

5. To the extent that it does not duplicate the process under WTO and IMF, the Party adopting any restrictions under paragraph 1 shall, upon request by the other Party, commence consultations with the other Party in order to review the restrictions adopted by it.

Article 8.18. Denial of Benefits

1. A Party may deny the benefits of this Chapter:

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

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

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

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

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

2. Subject to prior notification and consultation, a Party may also deny the denefiis of this Cnapter to ihe suppl. of a service from or in the territory of the other Party, if the Party establishes that the service is supplied by a service supplier that is owned or controlled by a person of a non-Party and the denying Party adopts or maintains measures with respect to the non-Party or a person of the non-Party that prohibit transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the service supplier.

Article 8.19. Movement of Natural Persons

1. The rights and obligations of the Parties in respect of the movement of natural persons of a Party supplying services shall be Governed by the GATS Annex on Movement of Natural Persons Supplying Services, which is hereby incorporated into and form part of this Agreement.

2. Annex 8D (Movement of Natural Persons Supplying Services) sets out further rights and obligations regarding movement of natural persons of a Party supplying services.

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For the purposes of this Chapter:

"authentication" means the process of verifying or testing an electronic statement/communication or claim, in order to establish a level of confidence in the statement's or claim's reliability and ensuring the integrity of an electronic communication;

"customs duty" refers to any duty or charge of any kind imposed in connection with the importation of a product, but does not include any:

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

(b) anti-dumping or countervailing duty that is applied consistently with the provisions of Article VI of the GATT 1994, the Agreement on the Implementation of Article VI of the GATT 1994, and the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement; or

(c) fee or other charge in connection with importation commensurate with the cost of services rendered in conformity with

Article VIII of the GATT 1994;

"digital or electronic signature" means data in digital or electronic form that is in, affixed to, or logically or cryptographically associated with, a digital or electronic document, and that may be used to identify or verify the signatory in relation to the digital or electronic document and indicate the signatory's approval of the information contained in the digital or electronic document and is as per the legal/regulatory frameworks of the Party;

"electronic transmission" or "transmitted electronically" means a transmission made using any electromagnetic means, including by photonic means;

"open data" means non-proprietary information, including data made freely available to the public by the Government, which is machine readable, free to use, reuse, and redistribute;

"persenal data" means any information, including data, abort or related to an identified or identifiable natural person, whether online or offline or any combination thereof and shall also include any inference drawn from such data for the purpose of profiling; and

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

Article 9.2. Objectives

1. The Parties recognise the economic growth and opportunity that digital trade provides, the importance of avoiding barriers to its use and development, the importance of frameworks that promote consumer confidence in digital trade and the applicability of the WTO Agreement to measures affecting digital trade.

2. The Parties seek to foster an environment conducive to the further advancement of digital trade, including electronic commerce and the digital transformation of the global economy, by strengthening bilateral cooperation on these matters.

3. The Parties seek to enhance cooperation towards the development of digital trade bilaterally as well as globally.

Article 9.3. General Provisions

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

2. This Chapter shall not apply to:

(a) government procurement;

(b) information held or processed by or on behalf of a Party, or measures related to such information, including measures related to its collection.

3. For greater certainty, the Parties affirm that measures affecting the supply of a service or good performed or delivered electronically are subject to the relevant provisions of Chapter 2 (Trade in Goods), Chapter 8 (Trade in Services), and Chapter 12 (Investment and Trade), including any Annex, exceptions or limitations set out in this Agreement that are applicable to such provisions. In the event of any conflict between this Chapter and Chapter 2 (Trade in Goods), Chapter 8 (Trade in Services), and Chapter 12 (Investment and Trade), the provisions of those Chapters shall prevail.

4, Neither Party shall have recourse to dispute settlement under Chapter 15 (Dispute Settlement) for any matter arising under this Chapter.

Article 9.4. Paperless Trading

1. Each Party shall endeavour to:

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

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

2. Each Party shall endeavour to publish information on measures related to paperless trading.

Article 9.5. Domestic Electronic Transactions Framework

1. Each Party shall endeavour to maintain a legal framework governing electronic transactions consistent with the principles of the UNC/ITRAL Model Law on Electronic Commerce (1996).

2. Each Party shall endeavour to:

(a) avoid any unnecessary regulatory burden on electronic transactions; and

(b) facilitate input by interested persons in the development of its legal framework for electronic transactions, including in relation to trade documentation.

Article 9.6. Authentication

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

2. Neither Party shall adopt or maintain measures regarding authentication that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction; or

(b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to authentication.

3. Notwithstanding paragraph 2, a Party may require that, for a particular category of transactions, the method of authentication meets certain performance standards or is certified by an authority accredited in accordance with its laws and regulatory frameworks.

4. The Parties shall endeavour to mutually recognise digital or electronic signatures in accordance with their laws and regulatory frameworks.

Article 9.7. Digital Identities

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

(a) developing appropriate cooperation frameworks involving each Party's implementation methods of digital identities; and

(b) enhancing cooperation on understanding the legal and technical frameworks and implementation methodologies and endeavouring to cooperate in various international forums.

Article 9.8. Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective measures to protect consumers from misleading, deceptive and fraudulent commercial practices when they engage in digital trade.

2. Each Party shall endeavour to adopt or maintain consumer protection laws to proscribe misleading, deceptive and fraudulent commercial activities that cause harm or potential harm to consumers engaged in digital trade. (1)

3. The Parties recognise the importance of cooperation between their respective consumer protection authorities in order to enhance consumer protection.

4. Each Party shall endeavour to publish information on the consumer protection it provides to consumers, including how:

(a) consumers can pursue remedies; and

(b) businesses can comply with any legal requirements.

(1) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as generally-applicable consumer protection laws or regulations or sector- or medium-specific laws or regulations regarding consumer protection.

Article 9.9. Unsolicited Commercial Electronic Messages

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

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

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

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

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

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

Article 9.10. Personal Data Protection

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

2. To this end, each Party shall endeavour to adopt or maintain a legal framework that provides for the protection of the personal data of the users of digital trade. (2) In the development of any legal framework for the protection of personal data, each Party shall endeavour to take into account principles and guidelines of relevant international organisations.

3. Each Party shall endeavour to publish information on the personal data protection it provides to users, including how:

(a) individuals can pursue remedies; and

(b) businesses can comply with any legal requirements.

4. The Parties shal! endeavour to cooperate, to the extent possible, regarding the protection of personal information or personal data transferred from a Party.

(2) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as a comprehensive privacy, personal information or personal data protection laws, and sector-specific laws covering privacy.

Article 9.11. Cross-Border Flow of Information

The Parties recognise the importance of the flow of information in facilitating trade, and acknowledge the importance of protecting personal data. As such, the Parties shall endeavour to promote electronic information flows across borders subject to their laws and regulatory frameworks.

Article 9.12. Open Data

1. The Parties recognise that facilitating public access to and use of open data contributes to stimulating economic and social welfare, competitiveness, productivity improvements and innovation. Each Party shall endeavour to ensure that such open data is allowed to be searched, retrieved, used, reused, and redistributed freely by the public, to the maximum extent possible, subject to its laws and regulations.

2. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to, and use of open data, with a view to enhancing and generating business, and research opportunities.

Article 9.13. Digital Government

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

stakeholders.

2. To this end, the Parties shall endeavour to develop and implement programs to digitally transform their respective government operations and services, which may include:

(a) adopting open and inclusive government processes focusing on accessibility, transparency, and accountability in a manner that promotes digital inclusion and overcomes digital divides;

(b) promoting cross-sectoral and inter-governmental coordination and collaboration on digital agenda issues;

(c) shaping government processes, services and policies with digital inclusivity in mind;

(d) promoting public digital platforms, digital public goods, and common digital enablers for efficient government service delivery;

(e) leveraging emerging technologies to build capabilities to facilitate proactive responses to natural calamities, disasters, and crises;

(f) leveraging artificial intelligence and other emerging technologies in government for the efficient planning, delivery and monitoring of public policies;

(g) developing rules and ethical principles for the trustworthy and responsible use of emerging technologies; and

(h) promoting initiatives to raise the level of digital capabilities and skills of both the populace and the government workforce.

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

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

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

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

Article 9.14. Cooperation on Digital Products

1. The Parties shall cooperate to mutually promote each other's digital products on the basis that:

(a) such digital products are created, produced, published and stored in the territory of the other Party; and

(b) the author, performer, producer or developer of such digital products is a person of the other Party.

2. Paragraph 1 is subject to relevant exceptions, limitations or reservations set out in this Agreement or its Annexes, ifany.

3. This Article does not apply to measures affecting the electronic transmission of a series of text, video, images, sound recordings, and other products scheduled by a content provider for audio and/or visual reception, and for which the content consumer has no choice over the scheduling of the series.

Article 9.15. Customs Duties

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

2. For greater certainty, paragraph 1 shall not preclude a Party from imposing internal taxes, fees or other charges on content transmitted digitally or electronically, provided that such taxes, fees or charges are imposed in a manner consistent with this Agreement.

3: Each Party may adjust its practice referred to in paragraphs 1 and 2 with respect to any further outcomes in the WTO Decisions on customs duties on electronic transmission within the framework of the Work Programme on Electronic Commerce.

Article 9.16. Digital and Electronic Invoicing

1. The Parties recognise the importance of digital and electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions. Each Party also recognises the benefits of ensuring that the systems used for digital and electronic invoicing within its territory are in accordance with the legal and regulatory frameworks used in the other Party's territory.

2. Each Party shall endeavour to ensure that the implementation of cross-border measures related to digital and electronic invoicing in its territory are based on international frameworks.

3. The Parties recognise the economic importance of promoting the global adoption of digital and electronic invoicing systems. including through international frameworks. To this end, the Parties shall endeavour to:

(a) promote, encourage, support or facilitate the adoption of digital and electronic invoicing by enterprises;

(b) promote the existence of policies, infrastructure and processes that support digital and electronic invoicing;

(c) generate awareness of, and build capacity for, digital and electronic invoicing; and

(d) share best practices and promote the adoption of international digital and electronic invoicing systems.

Article 9.17. Digital and Electronic Payments

Recognising the rapid growth of digital and electronic payments, in particular those provided by non-bank, non-financial institutions and financial technology enterprises, the Parties shall endeavour to support the development of efficient, safe and secure cross-border digital and electronic payments by:

(a) promoting interoperability and the interlinking of digital electronic payment infrastructures;

(b) encouraging innovation and competition in digital and electronic payments services;

(c) facilitate the use of open platforms and architectures such as tools and protocols provided for thrcugh Application Programming interfaces (APIs) and encourage payment service providers to safely and securely make APIs for their products and services available to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(d) facilitate innovation and competition and the introduction of new financial and electronic payment products and services in a timely manner, such as through adopting regulatory and industry sandboxes.

Article 9.18. Principles on Access to and Use of the Internet for Digital Trade

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

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

(b) connect their choice of devices to the internet, provided that such devices do not harm the network and are not otherwise prohibited by the Party's laws and regulatory frameworks.

Article 9.19. Cyber Security

The Parties have a shared vision to promote secure digital trade and recognise that threats to cybersecurity undermine confidence in digital trade. Accordingly, the Parties recognise the importance of:

(a) building the capabilities of their appropriate competent authorities responsible for computer security incident response; including through exchange of best practices;

(b) using existing collaboration mechanisms to further cooperate on matters that affect the cyber security of the digital infrastructure of the Parties with an aim to build safe and secure cyber space; and

(c) promoting the development of a strong public and private workforce in the area of cybersecurity, including possible initiatives relating to mutual recognition of qualifications.

Article 9.20. Cooperation

Recognising the importance of digital trade to their collective economies, the Parties shall endeavour to maintain a dialogue on regulatory matters relating to digital trade with a view to sharing information and experiences, as appropriate, including on related laws, regulations and their implementation and best practices with respect to digital trade, including in relation to:

(a) online consumer protection;

(b) personal data protection;

(c) anti-money laundering and sanctions compliance for digital trade;

(d) unsolicited commercial electronic messages;

(e) authentication;

(f) intellectual property concerns with respect to digital trade;

(g) challenges for small and medium-sized enterprises in digital trade;

(h) digital government;

(i) digital identities; and

(j) any other area mutually agreed by the Parties.

Chapter 10. GOVERNMENT PROCUREMENT

Article 10.1. Definitions

For the purposes of this Chapter:

"construction service" means a service that has as its objective the realisation by whatever means of civil or building works, based on Division 51 and 52 of the United Nations Provisional Central Product Classification (CPC);

"electronic reverse auction" means an online, real-time purchasing technique utilised by the procuring entity to select the successful supplier, which involves presentation by suppliers of successively more favourable bids during a scheduled period of time and automatic evaluation of bids;

"in writing" or "written" means any worded or numbered expression that can be read, reproduced, and may be later communicated, and may include electronically transmitted and stored information;

"limited tendering" means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;

"multi-use list" means a list of suppliers that a procuring entity has determined to satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

"notice of intended procurement" means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;

"open tendering" means a procurement method whereby all interested suppliers may submit a tender;

"procuring entity" means an entity listed in Annex 10A (for India) or Annex 10B (for the UAE);

"qualified supplier" means a supplier that a procuring entity recognises as having satisfied the conditions for participation;

"selective tendering" means a procurement method whereby the procuring entity invites only qualified suppliers to submit a tender;

"services" include construction scurvices, uniess specitied otherwise;

"supplier" means a person or group of persons that provides or could provide a good or service to a procuring entity; and

"technical specification" means a tendering requirement prescribed by a covered entity that:

(a) lays down the characteristics of goods or services to be procured, including quality, performance, safety, and dimensions,

or the processes and methods for their production or provision; or

(b) addresses terminology, symbols, packaging, marking, or labelling requirements, as they apply to a good or service.

Article 10.2. General Provisions

1. The Parties recognise the importance of government procurement in trade relations and set as their objective the effective, reciprocal and gradual opening of their government procurement markets, in order to maximise, inter alia, competitive opportunities for the suppliers of the Parties.

2. The Parties recognise the importance of government procurement as a tool in furthering the expansion of domestic production and trade so as to promote growth and employment, with due consideration of the balance between optimum utilisation of resources and requirements.

3. The Parties recognise that the commitments under this Chapter should be sufficiently flexible to accommodate the specific circumstances and needs of each Party.

4. The Parties recognise the importance of transparent measures regarding government procurement, of carrying out procurements in a transparent and impartial manner and of avoiding conflicts of interest and corrupt practices, in accordance with applicable international instruments, such as the United Nations Convention Against Corruption.

Article 10.3. Scope

Application of Chapter

1. This Chapter applies to any measure regarding covered procurement.

2. The provisions of this Chapter do not affect the rights and obligations provided for in Chapter 2 (Trade in Goods) and Chapter 8 (Trade in Services).

3. For the purposes of this Chapter, except when done with a view to commercial sale or resale or for use in the production or supply of goods or services for commercial sale or resale, covered procurement means government procurement:

(a) of a good, service or any combination thereof as specified in each Party's Schedule in Annex 10A (for India) or Annex 10B (for the UAE);

(b) by any contractual means, including: purchase; rental or lease, with or without an option to buy;

(c) for which the value, as estimated in accordance with paragraphs 7 and 8, equals or exceeds the relevant threshold specified in a Party's Schedule under Annex 10A (for India) or Annex 10B (for the UAE), at the time of publication of a notice of intended procurement;

(d) by a procuring entity; and

(e) that is not otherwise excluded from coverage under this Agreement.

Activities Not Covered

4. Unless otherwise provided in a Party's Schedule under Annex 10A (for India) or Annex 10B (for the UAE), this Chapter does not apply to:

(a) the acquisition or renta! of land, existing buildings or other immovable property or the rights thereon;

(b) non-contractual agreements or any form of assistance that a Party, including its procuring entities, provides, including cooperative agreements, grants, loans, equity infusions, guarantees, subsidies, fiscal incentives, and sponsorship arrangements;

(c) the procurement or acquisition of: fiscal agency or depository services; liquidation and management services for regulated financial institutions; or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;

(d) public employment contracts; or

(e) procurement:

(i) conducted for the specific purpose of providing international assistance, including development aid;

(ii) funded under the particular procedure or condition of an international organisation, or funded by international grants, loans, or other assistance where the applicable procedure or condition would be inconsistent with this Agreement; or

(iii) conducted under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project.

Schedules

5. Each Party shall specify the following information in its Schedule under Annex 10A (for India) or Annex 10B (for the UAE):

(a) in Section A, the central government entities for which procurement is covered by this Chapter;

(b) in Section B, the services, other than construction services, covered by this Chapter;

(c) in Section C, the construction services covered by this Chapter;

(d) in Section D, General Notes;

(e) in Section E, Procurement Information.

Compliance

6. Each Party shall ensure that its procuring entities comply with this Chapter in conducting covered procurements. No procuring entity shall prepare or design a procurement, or otherwise structure or divide a procurement into separate procurements in any stage of the procurement, or use a particular method to estimate the value of a procurement, in order to avoid the obligations of this Chapter.

Valuation

7. In estimating the value of a procurement for the purposes of ascertaining whether it is a covered procurement, a procuring entity shall include the estimated maximum total value of the procurement over its entire duration, taking into account:

(a) all forms of remuneration, including any premium, fee, commission, interest or other revenue stream that may be provided for under the contract such as taxes, duties, logistical support, financing cost, staff, remuneration rates;

(b) the value of any option clause; and

(c) any contract awarded at the same time or over a given period to one or more suppliers under the same procurement.

8. If the total estimated maximum value of a procurement over its entire duration is not known, the procurement shall be deemed a covered procurement, unless otherwise excluded under this Agreement.

Article 10.4. Exceptions.

1 . Nothing in this Chapter shall be construed to prevent any Party from taking any action or not disclosing any information which it considers necessary for the protection of its essential security interests relating to the procurement of arms, ammunition or war materials, or to procurement indispensable for national security or for national defence purposes.

2. For the purpose of this Chapter, Article XX of the GATT 1994 and its interpretative note shall apply mutatis mutandis to the procurement of goods, and Article XIV of the GATS including its footnotes shall apply mutatis mutandis to the procurement of services.

3. Additionally, subject to the requirement that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail, or a disguised restriction on international trade between the Parties, nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from adopting or maintaining a measure relating to the good or service of a person with disabilities, of philanthropic or not-for-profit institutions, or of prison labour.

Article 10.5. General Principles

National Treatment and Non-Discrimination

1. With respect to any measure regarding covered procurement, unless otherwise specified in this Chapter, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the other Party and to the suppliers of the other Party, treatment no less favourable than the treatment that the Party, including its procuring entities, accords to domestic goods, services, and suppliers.

2. With respect to a measure regarding covered procurement, no Party, including its procuring entities, shall:

(a) treat a locally established supplier less favourably than another locally established supplier on the basis of degree of foreign affiliation to or ownership by a person of the other Party; or

(b) discriminate against a locally established supplier on the basis that the good or service offered by that supplier for a particular procurement is a good or service of the other Party.

3. All purchase orders under contracts awarded for covered procurement shall be subject to paragraphs 1 and 2.

Procurement Methods

4. A procuring entity shall use an open tendering procedure for covered procurement unless Article 10.9 (Qualification of Suppliers) or Article 10.11 (Limited Tendering) applies.

Rules of Origin

5. For the purposes of covered procurement, a Party shall not apply rules of origin to goods or services imported from or supplied from the other Party that are different from the rules of origin the Party agreed to in Chapter 3 (Rules of Origin) of this Agreement. For those goods not incorporated in Chapter 3 (Rules of Origin), the relevant rules of origin in the laws and regulations of the Parties shall apply.

Measures Not Specific to Procurement

6. Paragraphs 1 and 2 shall not apply to customs duties and charges of any kind imposed on or in connection with importation, the method of levying such duties and charges, other import regulations or formalities, and measures affecting trade in services other than measures governing covered procurement.

Use of Electronic Means

7. The Parties shall endeavour, within the context of their commitment, to promote electronic commerce with the view to providing opportunities for e- procurement.

8. When conducting covered procurement by electronic means, a procuring entity shall:

(a) ensure that the procurement is conducted using financial systems, information technology systems, and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available financial systems, information technology systems, and software; and

(b) establish and maintain mechanisms that ensure the integrity of information which provide opportunities to suppliers, including requests for participation in tenders.

Article 10.6. Publication of Procurement Information

1. Each Party shall promptly publish any measure of general application relating to covered procurement, and any change or addition to this information.

2. Each Party shall list in Section E of its Schedule under Annex 10A (for India) or Annex 10B (for the UAE) the paper or electronic means through which the Party publishes the information described in paragraph 1 and the notices required by Article 10.7 (Notices of Intended Procurement), paragraph 3 of Article 10.9 (Qualification of Suppliers), and paragraph 3 of Article 10:17 (Transparency and Post-Award Information).

3. Each Party shall, on request, provide an explanation in response to an inquiry relating to the information referred to in paragraph 1.

Article 10.7. Notices of Intended Procurement

1. For each covered procurement, except in the circumstances described in Articie 10.11 (Limited Tendering), a procuring entity shall publish a notice of intended procurement through the appropriate paper or electronic means listed in Annex

10A (for India) or Annex 10B (for the UAE). The notices shall remain readily accessible to the public until at least the expiration of the time period for responding to the notice or the deadline for submission of the tender.

2. The notices shall, if accessible by electronic means, be provided free of charge for central government entities that are covered under Annex 10A (for India) or Annex 10B (for the UAE), through a single point of access or through links in a single electronic portal.

3. Unless otherwise provided in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in the tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement:

(a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and the cost and terms of payment to obtain the relevant documents, if any;

(b) a description of the procurement, including, if appropriate, the nature and quantity of the goods or services to be procured and a description of any options, or the estimated quantity if the quantity is not known;

(c) if applicable, the time-frame for delivery of goods or services or the duration of the contract;

(d) if applicable, the address and any final date for the submission of requests for participation in the procurement;

(e) the address and the final date for the submission of tenders;

(f) the language or languages in which tenders or requests for participation may be submitted, if other than an official language of the Party of the procuring entity;

(g) a list and a brief description of any conditions for participation of suppliers, that may include any related requirements for specific documents or certifications that suppliers must provide;

(h) if, pursuant to Article 10.9 (Qualification of Suppliers), a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender;

(i) if, pursuant to Article 10.10 (Electronic Reverse Auction), a procuring entity intends to use an electronic reverse auction, all conditions, including the date and time of the auction, rules for participation, valid bid increments, how to bid, and whether the auction is divided into successive phases; technical information needed to particinate in the auction; the relevant information concerning the electronic equipment used; and the arrangements and technical specifications for connection; and

(j) an indication that the procurement is covered by this Chapter.

4. For greater certainty, paragraph 3 does not preclude a Party from charging a fee for tender documentation if the notice of intended procurement includes all of the information set out in paragraph 3.

Notice of Planned Procurement

5. Each Party shall encourage its procuring entities to publish, as early as possible in the fiscal year, information regarding the entities' indicative procurement plans in the e-procurement portal.

Article 10.8. Conditions for Participation

1. A procuring entity shall limit any conditions for participation in a covered procurement to those conditions that ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to fulfil the requirements of that procurement.

2. A procuring entity shall ensure that all conditions of participation and exclusion of suppliers are present in the tender documentation.

3. In establishing the conditions for participation, a procuring entity:

(a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of a given Party or that the supplier has prior work experience in the territory of that Party; and

(b) may require relevant prior experience if essential to meet the requirements of the procurement.

4. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall:

(a) evaluate the financial capacity and the commercial! and technical abilities of a supplier;

(b) base its evaluation solely on the conditions that the procuring entity has specified in advance in notices or tender documentation.

5. If there is supporting evidence, a Party, including its procuring entities, may exclude a supplier on grounds such as:

(a) bankruptcy or insolvency;

(b) false declarations;

(c) significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts;

(d) final judgments in respect of serious crimes or other serious offences;

(e) professional misconduct or actions or omissions that adversely reflect on the commercial integrity of the supplier; or

(f) failure to pay taxes.

Article 10.9. Qualification of Suppliers

Registration Systems and Qualification Procedures

1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information and documentation.

2. No Party, including its procuring entities, shall adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of the other Party in its procurement.

Selective Tendering

3. If a procuring entity intends to use selective tendering, the procuring entity shall:

(a) publish a notice of intended procurement that invites qualified suppliers to submit a request for participation in a covered procurement; and

(b) include in the notice of intended procurement the information specified in subparagraphs 3(a), (b), (d), (g), (h), (i) and (j) of Article 10.7 (Notices of Intended Procurement).

The procuring entity shall:

(a) publish the notice sufficiently in advance of the procurement to allow interested suppliers to request participation in the procurement;

(b) provide, by the commencement of the time period for tendering, at least the information in subparagraphs 3(c), (e), and (f) of Article 10.7 (Notices of Intended Procurement) to the qualified suppliers that it notifies as specified in Article 10.15 (Time Periods); and

(c) allow all qualified suppliers to submit a tender, unless the procuring entity stated in the notice of intended procurement a limitation on the number of suppliers that will be permitted to tender and the criteria or justification for selecting the limited number of suppliers.

5. If the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 3, the procuring entity shall ensure that the tender documentation is made available at the same time to all the qualified suppliers selected in accordance with subparagraph 4(c).

Multi-Use Lists

6. A Party, including its procuring entities, may establish or maintain a multi-use list, provided that it publishes annually, or otherwise makes continuously available by electronic means, a notice inviting interested suppliers to apply for inclusion in

the list. The notice shall include:

(a) a description of the goods and services, or categories thereof, for which the list may be used;

(b) the conditions for participation to be satisfied by suppliers for inclusion in the fist and the methods that the procuring entity or other government agency will use to verify a supplier's satisfaction of those conditions;

(c) the name and address of the procuring entity or other government agency and other information necessary to contact the procuring entity and to obtain ail relevant documents relating to the list;

(d) the period of validity of the list and the means for its renewal or termination or, if the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the fist;

(e) the deadline for submission of applications for inclusion in the list, if applicable; and

(f) an indication that the list may be used for procurement covered by this Chapter, unless that indication is publicly available through information published pursuant to paragraph 2 of Article 10.6 (Publication of Procurement Information).

7. A Party, including its procuring entities, that establishes or maintains a multi- use list, shall include in the list, within a reasonable period of time, all suppliers that satisfy the conditions for participation set out in the notice referred to in paragraph 6.

8. If a supplier that is not included in a multi-use list submits a request for participation in a procurement based on the multi-use list and submits all required documents, within the time period provided for in Article 10.15 (Time Periods), a procuring entity shall examine tne request. The procuring eritity shali not exciude the supplier from consideration in respect of the procurement unless the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders.

Information on Procuring Entity Decisions

9. A procuring entity or other entity of a Party shal! promptly inform any supplier that submits a request for participation in a procurement or application for inclusion in a multi-use list of the decision with respect to the request or application.

10. If a procuring entity or other entity of a Party rejects a supplier's request for participation or application for inclusion in a multi-use list, ceases to recognise a supplier as qualified, or removes a supplier from a multi-use list, the entity shall promptly inform the supplier and on request of the supplier, promptly provide the supplier with a written explanation of the reason for its decision.

Article 10.10. Electronic Reverse Auction

1. A procuring entity may use electronic reverse auctions only under the following circumstances:

(a) it is feasible for the procuring entity to formulate a detailed description of the subject matter of the procurement;

(b) there is a competitive market of bidders anticipated to be qualified to participate in the electronic reverse auction, so that effective competition is ensured; and

(c) the sole criterion to be used by the procuring entity in determining the successful bid is price.

2. If a procuring entity intends to use electronic reverse auctions, the procuring entity shall:

(a) solicit bids through an invitation to the electronic reverse auction to be published or communicated; and

(b) include in the invitation details relating to access to and registration for the auction, opening and closing of the auction, and norms for conduct of the auction.

Article 10.11. Limited Tendering

1. Subject to paragraph 2 and provided that it does not use this provision to protect domestic suppliers, or in a manner that discriminates against suppliers of the other Party, a procuring entity may use limited tendering.

2. If a procuring entity uses limited tendering, it may choose, according to the nature of the procurement, not ie apply Article 10.7 (Notices of intended Procurement), Article 10.8 (Conditions for Participation), Article 10.9 (Qualification of Suppliers), Article 10.12 (Negotiations), Article 10.13 (Technical Specifications), Article 10.14 (Tender Documentation), Article 10.15 (Time Periods), or Article 10.16 (Treatment of Tenders and Awarding of Contracts). A procuring entity may use limited tendering

only under the following circumstances:

(a) if, in response to a prior notice, invitation to participate, or invitation to tender:

(i) no tenders were submitted or no suppliers requested participation,

(ii) no tenders were submitted that conform to the essential requirements in the tender documentation,

(iii) no suppliers satisfied the conditions for participation, or

(iv) the tenders submitted were collusive,

provided that the procuring entity does not substantially modify the essential requirements set out in the notices or tender documentation;

(b) if the good or service can be supplied only by particular supplier(s) and no reasonable alternative or substitute good or service exists for any of the following reasons:

(i) the requirement is for a work of art,

(ii) the protection of patents, copyrights, or other exclusive rights, or

(iii) due to an absence of competition for technical reasons;

(c) for additional deliveries by the original supplier or its authorised agents, of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services:

(i) cannot be made for technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement, or due to conditions under original supplier warranties, and

(ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;

(d) if a procuring entity procures a prototype or a first good or service that is intended for limited trial or that is developed at its request in the course of, and for, a particular contract for research, experiment, study, or original development. Original development of a prototype or a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the prototype or the first good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs. Subsequent procurements of these newly developed goods or services, however, shall be subject to this Chapter;

(e) if additional services that were not included in the initial contract conducted through methods other than limited tendering, but that were within the objectives of the original tender documentation have, due to unforeseeable circumstances, become necessary to complete the construction services described therein. However, the total value of contracts awarded for additional services may not exceed fifty percent (50%) of the value of the initial contract, except in rare situations;

(f) for new services consisting of the repetition of similar services which conform to a basic project for which an initial contract was awarded and for which the entity has indicated in the notice of intended procurement concerning the initial service that limited tendering procedures might be used in awarding contracts for such new services;

(g) for purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals, liquidation, bankruptcy, or receivership, but not for routine purchases from regular suppliers;

(h) if a contract is awarded to the winner of a design contest, provided that:

(i) the contest has been organised in a manner that is consistent with this Chapter, and

(ii) the contest is judged by an independent jury with a view to award design contract to the winner; or

(iii) in so far as is necessary if, for reasons of urgency brought about by events unforeseeable by the procuring entity, the good or service could not be obtained in time by means of open or selective tendering.

3. For each contract awarded in accordance with paragraph 2, a procuring entity shall maintain a record, that includes the name of the procuring entity, the value and kind of good or service procured, and a statement that indicates the circumstances and conditions described in paragraph 2 that justified the use of limited tendering.

Article 10.12. Negotiations

1. A Party may provide for its procuring entities to conduct negotiations in the context of covered procurement if:

(a) the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article iG.7 (Notices of Intended Procurement);

(b) it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific technical evaluation criteria set out in the notice of intended procurement or tender documentation;

(c) there is a need to clarify the terms and conditions;

(d) all bids exceed the allocated prices provided for in the procuring entity's budget:

(e) there is a need for consultation with the supplier who submitted the tender with the lowest price.

2. A procuring entity shall ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation.

Article 10.13. Technical Specifications

1. A procuring entity shall not prepare, adopt, or apply any technical specification or prescribe any conformity assessment procedure with the purpose or effect of creating an unnecessary obstacle to trade between the Parties.

2. In prescribing the technical specifications for the good or service being procured, a procuring entity shall, where it deems appropriate:

(a) set out the technica! specifications in terms of performance and functional requirements, as far as possible, rather than design or descriptive characteristics; and

(b) base the technical specifications on international standards or on national technical regulations, national standards, or building codes, where applicable, in conformity with the Party's laws and regulations.

3. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark, trade name, brand or copyright, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in these cases, the procuring entity includes words such as "or equivalent" in the tender documentation.

4, A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

5. For greater certainty, this Article is not intended to preclude a procuring entity from preparing, adopting, or applying technical specifications to promote the conservation of natural resources or the protection of the environment.

6. For greater certainty, this Chapter is not intended to preclude a Party, or its procuring entities, from preparing, adopting, or applying technical specifications required to protect sensitive government information, including specifications that may affect or limit the storage, hosting, or processing of such information outside the territory of the Party.

Article 10.14. Tender Documentation

1. A procuring entity shall promptly make available or provide on request to any interested supplier tender documentation that includes all information necessary to permit the supplier to prepare and submit a responsive tender. Unless already provided in the notice of intended procurement, that tender documentation shall include a complete description of:

(a) the procurement, including the nature, scope and, if known, the quantity of the good or service to be procured or, if the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity certification, plans, drawings, or instructional materials;

(b) any conditions for participation, including any financial guarantees, information, and documents that suppliers are required to submit;

(c) all criteria to be considered in the awarding of the contract and the relative importance of those criteria;

(d) if there will be a public opening of tenders, the date, time, and place for the opening;

(e) any date for delivery of a good or supply of a service; and

(f) any other terms or conditions relevant to the evaluation of tenders.

2. To the extent possible and subject to any applicable fees, an entity should make relevant tender documentation publicly available through electronic means or a computer-based telecommunications network openly accessible to all suppliers.

3. In establishing any date for the delivery of a good or the supply of a service being procured, a procuring entity shall take into account factors such as the complexity of the procurement.

4. A procuring entity shall promptly reply to any reasonable request for relevant information by an interested or participating supplier, provided that the information does not give that supplier an advantage over other suppliers.

Modifications

5. If, prior to the award of a contract, a procuring entity modifies the evaluation criteria or requirements set out in a notice of intended procurement or tender documentation provided to a participating supplier, or amends, or re-issues a notice or tender documentation which affects the terms contained therein, it shall publish or provide those modifications, or the amended or re-issued notice or tender documentation:

(a) to all suppliers that are participating in the procurement at the time of the modification, amendment, or re-issuance, if those suppliers are known to the procuring entity issuing the tender notice for that specific procurement, and in all other cases, in the same manner as the original information was made available; and

(b) in adequate time to allow those suppliers to modify and re-submit their initial tender, if appropriate.

Article 10.15. Time Periods

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for a supplier to prepare and submit a request for participation and responsive tender, taking into account factors such as:

(a) the nature and complexity of the procurement;

(b) the extent of subcontracting anticipated; and

(c) the time necessary for transmitting tenders by non-electronic means from foreign as well as domestic points where electronic means are not used.

Such time periods, including any extension of the time-periods, shall be the same for all interested or participating suppliers.

2. The time period for procurement shall be in accordance with each Party's laws and regulations.

Article 10.16. Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.

2. lf the tender of a supplier is received after the time specified for receiving tenders, the procuring entity shall not penalise that supplier if the delay is due solely to the mishandling on the part of the procuring entity.

3. A procuring entity shall not discriminate between the participating suppliers in providing an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract.

Awarding of Contracts

4. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notice and tender documentation and submitted by a supplier who satisfies the conditions for participation.

5. Unless a procuring entity determines that it is not in the public interest to award a contract, it shall award the contract to the supplier that the procuring entity has determined to be fully capable of fulfilling the terms of the contract and that,

based solely on the evaluation criteria specified in the notice and tender documentation, submits:

(a) the most advantageous tender; or

(b) if price is the sole criterion, the lowest price.

6. If a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract. If the procuring entity determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the procuring entity may reject the tender.

7. A procuring entity shall not use options, cancel a covered procurement, or modify or terminate awarded contracts in order to avoid the obligations of this Chapter.

Article 10.17. Transparency and Post-Award Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform suppliers that have submitted a tender of the contract award decision. The procuring entity may do so in writing or through the prompt publication of a notice, provided that the notice includes the date of award. If a supplier has requested the information in writing, the procuring entity shall provide it in writing.

2. Subject to Article 10.18 (Disclosure of Information), a procuring entity should keep a provision in the tender document to enable an unsuccessful supplier to request an explanation for its rejection. The procuring entity shall disclose the reasons for rejection where an explanation is sought by the unsuccessful supplier.

Maintenance of Records

3. A procuring entity shall maintain the documentation and records relating to tendering procedures and contract awards for covered procurement, including the records provided for in paragraph 3 of Article 10.11 (Limited Tendering), for at least three (3) years after the award of a contract.

Article 10.18. Disclosure of Information

Provision of Information to Parties

1. On request of the other Party, a Party shall provide promptly information necessary to demonstrate whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including, if applicable, information on the characteristics and relative advantages of the successful tender, without disclosing confidential information. The Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.

Non-Disclosure of Information

2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not, except to the extent required by any law, rule, regulation, procedure or practice of a Party or with the written authorisation of the supplier that provided the information, disclose information that would prejudice legitimate commercial interests of a particular supplier or that might prejudice fair competition between suppliers.

3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities, and review bodies, to disclose confidential information if that disclosure:

(a) would impede law enforcement;

(b) might prejudice fair competition between suppliers;

(c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property;

(d) would be contrary to the public interest; or

(e) would affect the security interests of a Party;

4. Article 1.8 (Confidential Information) shall not apply to this Chapter.

Article 10.19. Ensuring Integrity In Procurement Practices

Each Party shall ensure that criminal or administrative measures exist to address corruption in its government procurement. These measures may include procedures to render ineligible for participation in the Party's procurements, either indefinitely or for a stated period of time, suppliers that the Party has determined to have engaged in fraudulent or other illegal actions in relation to government procurement in the Party's territory. Each Party shall also ensure that it has in place policies and procedures to eliminate to the extent possible or manage any potential conflict of interest on the part of those engaged in or having influence over a procurement.

Article 10.26. Domestic Review.

1. Each Party shall maintain, establish, or designate at least one impartial administrative or judicial authority (review authority) that is independent of its procuring entities to review, in a non-discriminatory, timely, transparent, and effective manner, a challenge or complaint by a supplier that there has been:

(a) a breach of this Chapter; or

(b) a failure of a procuring entity to comply with the Party's measures implementing this Chapter, in cases where the supplier does not have a right to directly challenge a breach of this Chapter under the law of the Party;

arising in the context of a covered procurement, in which the supplier has, or had, an interest. The procedural rules for these complaints shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the Party of the procuring entity conducting the procurement shall encourage, if appropriate, the procuring entity and the supplier to seek resolution of the complaint through consultations. The procuring entity shall accord impartial and timely consideration to the complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or to its right to seek corrective measures under the administrative or judicial review procedure.

3. If a body other than the review authority initially reviews a complaint, a Party shall ensure that the supplier may appeal the initial decision to the review authority that is independent of the procuring entity that is the subject of the complaint.

4. If the review authority has determined that there has been a breach or a failure as referred to in paragraph 1, a Party may limit compensation for the loss or damages suffered to either the costs reasonably incurred in the preparation of the tender or in bringing the complaint, or both.

5. Each Party shall ensure that, if the review authority is not a court, its review procedures are conducted in accordance with the following procedures:

(a) a supplier shall be allowed sufficient time to prepare and submit a complaint in writing, which in no case shall be less than ten (10) days from the time when the basis of the complaint became known or reasonably should have become known to the supplier;

(b) a procuring entity shall respond in writing to a supplier's complaint and provide all relevant documents to the review authority;

(c) a supplier that initiates a complaint shall be provided an opportunity to reply to the procuring entity's response before the review authority takes a decision on the complaint; and

(d) the review authority shall provide its decision on a supplier's complaint in a timely manner, in writing, with an explanation of the basis for the decision.

6. Each Party shall adopt or maintain procedures that provide for:

(a) prompt interim measures, pending the resolution of a complaint, to preserve the supplier's opportunity to participate in the procurement and to ensure that the procuring entities of the Party comply with its measures implementing this Chapter; and

(b) corrective action that may include compensation under paragraph 4.

The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether those measures should be applied. Just cause for not acting

shall be provided in writing.

Article 10.21. Modifications and Rectifications of Annex

1. A Party shall notify any proposed modification or rectification (modification) to its Schedule under Annex 10A (for India) or Annex 10B (for the UAE) by circulating a notice in writing to the other Party through the Joint Committee. A Party shall provide compensatory adjustments for a change in coverage if necessary to maintain a level of coverage comparable to the coverage that existed prior to the modification. The Party may include the offer of compensatory adjustment in its notice.

2. A Party is not required to provide compensatory adjustments to the other Party if the proposed modification concerns one of the following:

(a) a procuring entity over which the Party has effectively eliminated its control or influence in respect of covered procurement by that procuring entity; or

(b) rectifications of a purely formal nature and minor modifications to its Schedule under Annex 10A (for India) or Annex 10B (for the UAE), such as:

(i) changes in the name of a procuring entity,

(ii) the merger of one or more procuring entities listed in its Schedule,

(iii) the separation of a procuring entity listed in its Schedule into two or more procuring entities that are all added to the procuring entities listed in the same Section of the Annex, or

(iv) changes in website references,

and the other Party does not object under paragraph 3 on the basis that the proposed modification does not concern subparagraph (a) or (b).

3. If a Party considers that its rights under this Chapter are affected by a proposed modification that is notified under paragraph 1, it shall notify the other Party of any objection to the proposed modification within forty-five (45) days of the date of circulation of the notice.

4. If a Party objects to a proposed modification, including a modification regarding a procuring entity on the basis that government control or influence over the entity's covered procurement has been effectively eliminated, that Party may request additional information, including information on the nature of any government control or influence, with a view to clarifying and reaching agreement on the proposed modification, including the procuring entity's continued coverage under this Chapter. The modifying Party and the objecting Party shall make every attempt to resolve the objection through consultations. If the Parties are unable to resolve the objection through consultations, the objecting Party may make an appropriate compensatory adjustment to its coverage to maintain a level of coverage comparable to that existing prior to the modification. (1)

5. The Joint Committee shall modify Annex 10A (for India) or Annex 10B (for the UAE) to reflect any agreed modification.

(1) For greater certainty, the objecting Party shall not make a compensatory adjustment for the modifications described in paragraph 2.

Article 10.22. Facilitation of Participation by Micro, Small and Medium Enterprises (MSMEs)

1. The Parties recognise the important contribution that MSMEs can make to economic growth and employment and the importance of facilitating the participation of MSMEs in government procurement.

2. If a Party maintains a measure that provides preferential treatment for its MSMEs, the Party shall ensure that the measure, including the criteria for eligibility, is transparent.

3. To facilitate participation by MSMEs in covered procurement, each Party shall, to the extent possible and if appropriate:

(a) provide comprehensive procurement-related information that includes a definition of MSMEs in a single electronic portal;

(b) endeavour to make all tender documentation available free of charge;

(c) conduct procurement by electronic means or through other new information and communication technologies; and

(d) consider the size, design, and structure of the procurement, including the use of subcontracting by MSMEs.

4. Each Party reserves the right to apply a preferential procurement policy for its MSMEs in accordance with its laws and regulations.

Article 10.23. Financial Obligations.

1. This Chapter does not entail any financial obligations to the Parties.

2. Each Party is responsible for any financial expenses incurred to fulfil its role under this Chapter.

Article 10.24. Language.

To Improve Market Access to Each Party's Procurement Market, Each Party Shall, Where Possible, Use the English Language In Its Publication of Materials or Information Pursuant to Article 10.6 (Publication of Procurement Information), Including In the Publications Listed In Section E of Each Party's Schedule Under Annex 10A (for India) and Annex 10B (for the UAE).

Article 10.25. Dispute Settlement Mechanism

Chapter 15 (Dispute Settlement) shall not apply to this Chapter. The nonapplication of Chapter 15 (Dispute Settlement) shall be subject to review after three (3) years from the date of the entry into force of this Agreement. In the course of the review, Parties shall give due consideration to the application of Chapter 1b (Dispute Settlement) to either the whole or part(s) of this Chapter. Such a review shall be completed within four (4) years from the date of the entry into force of this Agreement.

Chapter 11. INTELLECTUAL PROPERTY

Section A. General Provisions

Article 11.1. Definitions

For the purposes of this Chapter:

"geographical indication" means an indication that identifies a good as originating in the territory of a Party, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin;

"intellectual property" refers to all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the TRIPS Agreement; and

a "national" means, in respect of the relevant right, a person of a Party that would meet the criteria for eligibility for protection provided for in the TRIPS Agreement.

Article 11.2. Objectives

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

Article 11.3. Principles

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

2. The Parties recognise that appropriate measures, provided that they are consistent with the provisions of this Chapter, may be needed to prevent the abuse of intellectual property rights by right holders or the resort to practices which unreasonably restrain trade or adversely affect the international transfer of technology.

Article 11.4. Understandings In Respect of this Chapter

Having regard to the underlying public policy objectives of nationat systems, the Parties recognise the need to:

(a) promote innovation and creativity;

(b) facilitate the diffusion of information, knowledge, technology, culture and the arts; and

(c) foster competition

through their respective intellectual property systems, while respecting the principles of transparency and due process, and taking into account the interests of right holders, users and the public.

Article 11.5. Nature and Scope of Obligations

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

Article 11.6. TRIPS and Public Health

1. The Parties:

(a) reaffirm, in general, their right to utilise the flexibilities provided in the TRIPS Agreement;

(b) reaffirm, in particular, the Doha Declaration on the TRIPS Agreement and Public Health adopted on 14 November 2001 by the Ministerial Conference of the WTO; and

(c) affirm that this Chapter shall be interpreted and implemented in a manner supportive of each Party's right to protect public health and, in particular, to promote access to medicines for all sections of the public.

2. The Parties have reached the following understanding regarding the protection of intellectual property rights under this Agreement:

(a) this Chapter does not, in any manner whatsoever, prevent the Parties from taking measures to protect public health;

(b) this Chapter does not, in any manner whatsoever, prevent the effective utilisation of Article 31bis of the TRIPS Agreement and the Annex and Appendix to the Annex to the TRIPS Agreement;

(c) the Parties recognise the need and importance of contributing towards international efforts to implement Article 31 bis of the TRIPS Agreement and the Annex and Appendix to the Annex to the TRIPS Agreement.

Article 11.7. National Treatment

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

2. With respect to secondary uses of phonograms by means of analogue communications and free over-the-air broadcasting, however, a Party may limit the rights of the performers and producers of the other Party to the rights its persons are accorded within the jurisdiction of that other Party.

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

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

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

4. Paragraph 1 does not apply to procedures provided in multilateral agreements concluded under the auspices of the World Intellectual Property Organisation (WIPO) relating to the acquisition or maintenance of intellectual property rights.

(1) For the purposes of this paragraph, "protection" shall include matters affecting the availability, acquisition, scope, maintenance and enforcement of intellectual property rights as well as matters affecting the use of intellectual property rights specifically covered by this Chapter. For greater certainty, "matters affecting the use of intellectual property rights specifically covered by this Chapter" in respect of works, performances and phonograms, include any form of payment, in respect of uses that fall under the copyright and related rights in this Chapter. The preceding sentence is without prejudice to a Party's interpretation of "matters affecting the use of intellectual property rights" in footnote 3 of the TRIPS Agreement.

Article 11.8. Most-Favoured-Nation Treatment

With regard to the protection of intellectual property, any advantage, favour, privilege or immunity granted by a Party to the nationals of any other country shall be accorded immediately and unconditionally to the nationals of the other Party, in accordance with the TRIPS Agreement.

Article 11.9. Transparency and Ease of Access

1. Each Party shall make available on the internet its laws, regulations, and final administrative rulings of general application concerning the protection and enforcement of intellectual property rights.

2. Each Party shall endeavour to, subject to its law, make available on the internet information that it makes public concerning applications for trademarks, geographical indications, patents, designs plant variety rights, and copyright. (2)

3. Each Party shall, subject to its law, make available on the internet information that it makes public concerning registered or granted trademarks, geographical indications, patents, designs, plant variety rights, and copyright sufficient to enable the public to become acquainted with those registered or granted rights. (3)

4. For the better efficiency of the process related to intellectual property (IP) filings and registrations, each Party shall endeavour that the communication between IP filers/holders and IP offices is also made in the English language as well as in the official language to the extent practicable.

5. Each Party shall endeavour to make available the information referred to in paragraphs 1 through 3 in the English language.

(2) For greater certainty, under paragraph 2, a Party may make available on the internet the entire dossier for the relevant application.

(3) For greater certainty, under paragraph 3, a Party may make available on the internet the entire dossier for the relevant registered or granted intellectual property right.

Article 11.10. Application of Chapter to Existing Subject Matter and Prior Acts

1. Unless otherwise provided in this Chapter, this Chapter gives rise to obligations in respect of all subject matter existing at the date of entry into force of this Agreement for a Party and that is protected on that date in the territory of the Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter.

2. Unless otherwise provided in this Chapter, a Party shall not be required to restore protection to subject matter that on the date of entry into force of this Agreement for that Party has fallen into the public domain in its territory.

3. This Chapter does not give rise to obligations in respect of acts that occurred before the date of entry into force of this Agreement for a Party.

Article 11.11. Exhaustion of Intellectual Property Rights

Nothing in this Agreement prevents a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system. (4)

(4) For greater certainty, this Article is without prejudice to any provisions addressing the exhaustion of intellectual property rights in international agreements to which a Party is a party.

Section B. Cooperation

Article 11.12. Cooperation Activities and Initiatives

The Parties shall endeavour to cooperate on the subject matter covered by this Chapter, such as through appropriate coordination, training and exchange of information between the respective intellectual property offices of the Parties, or other institutions, as determined mutually by the Parties. Cooperation may cover areas such as:

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

(b) intellectual property administration and registration systems;

(c) education and awareness relating to intellectual property;

(d) intellectual property issues relevant to:

(i) small and medium-sized enterprises;

(ii) science, technology and innovation activities; and

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

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

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

(g) technical assistance for developing countries;

(h) genetic resources, traditional knowledge, and traditional cultural expressions; and

(i) geographical indications.

Article 11.13. Cooperation In the Field of Patents

1. The Parties recognise the importance of continuous improvement in the quality and efficiency of the procedures followed in their respective patent offices, including the simplification and streamlining of the procedures for the benefit of the public as a whcle.

2. Further to paragraph 1, the Parties shall endeavour to cooperate so as to facilitate the sharing of search and examination work by their patent offices. This may include:

(a) making search and examination results accessible for the public according to relevant law and regulations; and

(b) exchanging information on quality assurance systems relating to patent examination.

Article 11.14. Cooperation on Request

Cooperation activities and initiatives undertaken under this Chapter shall be considered upon request, conducted on mutually agreed terms, and be subject to the availability of resources.

Section C. Trademarks

Article 11.15. Use of Identical or Similar Signs

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

Article 11.16. Scope of Protection In Trademarks

Each Party shall ensure that any signs or any combination of signs capable of distinguishing the goods and services of one undertaking from those of other undertakings, shall be capable of constituting a trademark. Such signs, in particular words including personal names, letters, numerals, figurative elements, three-dimensional shapes and combinations of colours as well as any combination of such signs, shall be eligible for registration as trademarks. Where signs are not inherently capable of distinguishing the relevant goods or services, Parties may make registrability depend on distinctiveness acquired through use. No Party shall deny registration of a trademark solely on the grounds that the sign of which it is composed is a sound. (5)

(5) A Party may require an adequate description, which can be represented graphically, of the trademark.

Article 11.17. Well-Known Trademarks

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

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

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

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark, (7) for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide such measures including in cases in which the subsequent trademark is likely to deceive public or cause confusion.

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

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

Article 11.18. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination and registration of trademarks which includes, among other things:

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

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

(c) providing an opportunity to oppose the registration of a trademark or to seek cancellation (8) of a trademark: and

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

(8) For greater certainty, cancellation for the purposes of this Section may be implemented through nullification or revocation proceedings.

Article 11.19. Classification of Goods and Services

Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, done at Nice, 15 June

1957, as revised and amended (Nice Classification). Each Party shall provide that:

(a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification; (9) and

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

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

Article 11.20. Multiclass Application

Each Party shall provide that single application may be made for registration of trademarks for different classes of goods and/or services of the Nice Classification.

Article 11.21. Term of Protection for Trademarks

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

Article 11.22. Exceptions

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

Section D. Country Names

Article 11.23. Country Names

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

Section E. Geographical Indications

Article 11.24. Recognition of Geographical Indications

1. The Parties shall ensure in their domestic laws, adequate and effective means to protect geographical indications. Each Party recognises that such protection may be provided through a trademark system, or a sui generis system or other legal means, provided that all requirements under the TRIPS Agreement are fulfilled.

2. Each Party recognises that such goods may include, agricultural goods, natural goods, and manufactured goods, including goods of industry, handicrafts, and foodstuffs.

Article 11.25. Opposition Procedures

With respect to the opposition procedures, each Party in accordance with its laws shall provide procedures that allow at least interested persons to oppose the protection of a geographical indication.

Section F. Patents and Undisclosed Test or other Data

Subsection A. General Patents

Article 11.26. Grace Period

Each Party shall disregard at least information contained in public disclosures used to determine if an invention is novel or

has an inventive step, if the public disclosure of any form: (10) (11)

(a) was made by the patent applicant or by a person that obtained the information directly or indirectly from the patent applicant; and

(b) occurred within twelve (12) months prior to the date of the filing of the application.

(10) No Party shall be required to disregard information contained in applications for, or registrations of, intellectual property rights made available to the public or published by a patent office, unless erroneously published or unless the application was filed without the consent of the inventor or their successor in title, by a third person who obtained the information directly or indirectly from the inventor.

(11) For greater certainty, a Party may limit the application of this Article to disclosures made by, or obtained directly or indirectly from, the inventor or joint inventor. A Party may provide that, for the purposes of this Article, information obtained directly or indirectly from the patent applicant may be information contained in the public disclosure that was authorised by, or derived from, the patent applicant.

Article 11.27. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by a patent, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent and do not unreasonably prejudice the legitimate interests of the patent owner, taking account of the legitimate interests of third parties.

Article 11.28. Genetic Resources, Traditional Knowledge and Traditional Cultural Expressions

1. Subject to each Party's international obligations, each Party shall establish appropriate measures to protect genetic resources, traditional knowledge, and traditional cultural expressions.

2. Where a Party has disclosure requirements relating to the source or origin of genetic resources as part of a Party's patent system, that Party shall endeavour to make available its laws, regulations, and procedures with respect to such requirements, including on the internet where feasible, in such a manner as to enable interested persons and other Parties to become acquainted with them.

3. The Parties shall endeavour to pursue quality patent examination, which may include, wherever applicable and appropriate, the use of databases or digital libraries which contain relevant information on traditional knowledge associated with genetic resources, and, when determining prior art, relevant publicly-available documented information related to traditional knowledge associated with genetic resources may be taken into account.

Subsection B. Protection of Undisclosed Test or other Data

Article 11.29. Protection of Undisclosed Test or other Data for Pharmaceutical Products

1. If a Party requires, as a condition for granting marketing approval for a new pharmaceutical product, which utilises mew chemical entities, the submission of undisclosed test or other data concerning the safety and efficacy of the product, (12) the origination of which has involved considerable effort, that Party shall protect said data from unfair commercial use. (13)

2. Notwithstanding paragraph 1, a Party may take measures to protect public health in accordance with:

(a) the Declaration on TRIPS and Public Health;

(b) any waiver of any provision of the TRIPS Agreement granted by WTO Members in accordance with the WTO Agreement to implement the Declaration on TRIPS and Public Health and that is in force between the Parties; or

(c) any amendment of the TRIPS Agreement to implement the Declaration on TRIPS and Public Health that enters into force with respect to the Parties.

3: For the purposes of paragraph 1, a new pharmaceutical product means a pharmaceutical product that contains an active ingredient for which no other pharmaceutical product containing the same active ingredient has previously obtained marketing approval in the country.

(12) Each Party confirms that the obligations of this Article shall apply to undisclosed test or other data submitted for marketing approval concerning: (a) the safety of the product, (b) the efficacy of the product or (c) both.

(13) "Unfair commercial use" shall include at least unfair utilisation of the said data in marketing approval of pharmaceutical products according to each Party's laws and regulations.

Section G. Copyright and Related Rights

Article 11.30. Rights of Reproduction, Distribution and Communication

1. Each Party shall provide (14) to authors, performers and producers of phonograms (15) the exclusive right to:

(a) authorise or prohibit all reproduction of their works, performances or phonograms in any manner or form, including in electronic form;

(b) authorise or prohibit the making available to the public of the original and copies (16) of their works, performances and phonograms through sale or other transfer of ownership; and

(c) authorise or prohibit the commercial rental to the public of the original and copies of their performances fixed in phonograms as determined in the national law of each Party, even after their distribution.

2. Each Party shall provide to authors the exclusive right to authorise or prohibit the communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access these works from a place and at a time individually chosen by them. (17)

(14) For greater certainty, ine Parties understana that it is a maiicr tor each Party's law to prescribe thaz works, performances or phonograms in general or any specified categories of works, performances and phonograms are not protected by copyright or related rights unless the work, performance or phonogram has been fixed in some material form.

(15) The terms "authors, performers, and producers of phonograms" refer also to any of their successors in interest.

(16) The expressions "copies" and "original and copies", that are subject to the right of distribution in this Article, refer exclusively to fixed copies that can be put into circulation as tangible objects.

Article 11.31. Related Rights

1. Each Party shail accord the rights provided for in this Chapter with respect to performers and producers of phonograms to the performers and producers of phonograms that are nationals (18) of the other Party, and to performances or phonograms first published or first fixed (19) in the territory of the other Party. (20)

2. Each Party shall provide to performers the exclusive right to authorise or prohibit:

(a) the broadcasting and communication to the public of their unfixed performances, unless the performance is already a broadcast performance; and

(b) the fixation of their unfixed performances.

3. Each Party shall provide to performers and producers of phonograms the exclusive right to authorise or prohibit the broadcasting or any communication to the public of their performances or phonograms, by wire or wireless means, (21) and the making available to the public of those performances or phonograms in such a way that members of the public may access them from a place and at a time individually chosen by them.

4. Notwithstanding paragraph 3 and Article 11.33 (Limitations and Exceptions), the application of the right referred to in paragraph 3 to analogue transmissions and non-interactive free over-the-air broadcasts, and exceptions or limitations to

this right for those activities, is a matter of each Party's law. (22)

(17) The Parties understand that the mere provision of physical facilities for enabling or making a communication does not in itself amount to communication within the meaning of this Chapter or the Berne Convention for the Protection of Literary and Artistic Works (Berne Convention). The Parties further understand that nothing in this Article precludes a Party from applying Article 11bis (2) of the Berne Convention.

(18) For the purposes of determining criteria for eligibility under this Article, with respect to performers, a Party may treat "nationals" as those who would meet the criteria for eligibility under Article 3 of the World Intellectual Property Performances and Phonograms Treaty (WPPT).

(19) For the purpose of this Article, "fixation" means the embodiment of sound or moving images or of the representation thereof from which they can be perceived, reproduced or communicated by means of a device.

(20) For greater certainty, in this paragraph with respect to performances or phonograms first published or first fixed in the territory of a Party, a Party may apply the criterion of publication, or alternatively, the criterion of fixation, or both. For greater certainty, consistent with Article 11.7 (National Treatment), each Party shall accord to performances and phonograms first published or first fixed in the territory of the other Party treatment no less favourable than it accords to performances or phonograms first published or first fixed in its own territory.

(21) For greater certainty, the obligation under this paragraph does not include broadcasting or communication to the public, by wire or wireless means, of the sounds or representations of sounds fixed in a phonogram that are incorporated in a cinematographic or other audio-visual work.

(22) For the purposes of this paragraph the Parties understand that a Party may provide for the retransmission of non-interactive, free over-the-air broadcasts, provided that these retransmissions are lawfully permitted by that Party's government communications authority; any entity engaging in these retransmissions complies with the relevant rules, orders or regulations of that authority; and these retransmissions do not include those delivered and accessed over the internet. For greater certainty, this footnote does not limit a Party's ability to avail itself of this paragraph.

Article 11.32. Obligations Concerning Protection of Technological Measures and Rights Management Information

1. Each Party shall provide adequate legal! protection and effective legal remedies against the circumvention of effective technological measures that are used by authors, performers or producers of phonograms in connection with the exercise of their rights as provided under Articles 11.30 (Rights of Reproduction, Distribution and Communication) and 11.31 (Related Rights) of this Agreement, that restrict acts, in respect of their works, performances or phonograms, which are not authorised by the authors, performers or producers of phonograms concerned or permitted by law.

2. Each Party shall provide adequate and effective legal remedies against any person who knowingly, without authorisation removes or alters any electronic rights management information and/or distributes, imports for distribution, broadcasts or communicates to the public, without authority, works or copies of works knowing that electronic rights management information (23) has been removed or altered without authorisation.

(23) For the purpose of clarity "rights management information" shall be interpreted in accordance with Article 12 of the WIPO Copyright Treaty.

Article 11.33. Limitations and Exceptions

With respect to this Section, each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram, and do not unreasonably prejudice the legitimate interests of the right holder.

Section H. Enforcement

Article 11.34. General Obligation In Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its law so as to permit effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious remedies to prevent infringements and remedies that constitute a deterrent to future infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

Chapter 12. INVESTMENT AND TRADE

Article 12.1. UAE-India Bilateral Investment Treaty

The Parties note the existence of the Agreement Between the Government of the United Arab Emirates and the Government of the Republic of India on the Promotion and Protection of Investments, signed at New Delhi, India on 12 December 2013 (UAE-India Bilateral Investment Agreement). Further, the Parties renew their commitment to the ongoing negotiations between the Parties to replace the UAE-India Bilateral Investment Agreement, and agree to finalise a new agreement by June 2022.

Article 12.2. Promotion of Investment

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

Article 12.3. Technical Council

The Parties shall establish a UAE-India Technical Council on Investment and Trade Promotion and Facilitation (the Council), which shall be composed of representatives of both Parties. The side of the UAE will be chaired by the Under Secretary of the Ministry of Finance, or the authorised representative thereof, and the side of India will be chaired by the Joint Secretary (or equivalent), Department for Promotion of Industry and Internal Trade, Government of India.

Article 12.4. Objectives of the Council

The objectives of the Council are to:

(a) promote and enhance investment and trade cooperation and facilitation between the Parties;

(b) monitor investment and trade relations, to identify opportunities for expanding investment and trade, and to identify issues relevant to investment and trade that may be appropriate for further discussion in the Council;

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

(d) work toward the promotion of investment and trade flows;

(e) identify and work toward the removal of impediments and facilitate investment and trade flows; and

(f) seek the views of the private sector, where appropriate, on matters related to the work of the Council.

Article 12.5. Role of the Council

The Council shall meet at such venue and time-period as the Parties agree. A Party may refer a specific investment and trade matter to the Council by delivering a written request to the other Party that includes a description of the matter concerned. The Council shall take up the matter promptly after the request is delivered, unless the requesting Party agrees to postpone the discussion of the matter. The Parties shall avail themselves of the opportunity to discuss and resolve the issue amicably in the Council keeping in mind the objective of promoting and facilitating trade and investment

Article 12.6. Non-Application of Dispute Settlement

The Parties agree that nothing in this Chapter shall be subject to any dispute settlement mechanism.

Chapter 13. MICRO, SMALL AND MEDIUM-SIZED ENTERPRISES

(SMEs)

Article 13.1. General Principles

1. The Parties, recognising the fundamental role of SMEs in maintaining the dynamism and enhancing the competitiveness of their respective economies, shall foster close cooperation between SMEs of the Parties and cooperate in promoting jobs and growth in SMEs.

2. The Parties recognise the integral role of the private sector in the SME cooperation to be implemented under this Chapter.

3. For the purposes of this Chapter, "SMEs" means small and medium-sized enterprises, including micro enterprises, and may be further defined, where applicable, according to the respective laws, regulations, or national policies of each Party.

Article 13.2. Cooperation to Increase Trade and Investment Opportunities for SMEs

With a view to more robust cooperation between the Parties to enhance commercial opportunities for SMEs, each Party shall seek to increase trade and investment opportunities, and in particular shall:

(a) promote cooperation between the Parties' small business support infrastructure, including dedicated SME centres, incubators and accelerators, export assistance centres, and other centres, as appropriate, to create an international network for sharing best practices, exchanging market research, and promoting SME participation in international trade, as well as business growth in local markets;

(b) strengthen collaboration with the other Party on activities to promote SMEs owned by women and youth, as well as start-ups, and promote partnerships among these SMEs and their participation in international trade;

(c) enhance cooperation with the other Party to exchange information and best practices in areas including improving SME access to capital and credit, increasing SME participation in covered government procurement opportunities, and helping SMFs adapt to changing market conditions; and

(d) encourage participation in purpose-built mobile or -web-based platforms, for business entrepreneurs to share information and best practices to help SMEs link with international suppliers, buyers, and other potential business partners.

Article 13.3. Information Sharing

1. Each Party shall establish or maintain its own free, publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) information designed for SMEs that contains:

(i) a description of the provisions in this Agreement that the Party considers to be relevant to SMEs; and

(ii) any additional information that would be useful for SMEs interested in benefitting from the opportunities provided by this Agreement.

2. Each Party shall endeavour to include in its website links to:

(a) the equivalent websites of the other Party; and

(b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party's territory.

3. Subject to each Party's laws and regulations, the information described in -paragraph 2(b) may include:

(a) customs regulations, procedures, or enquiry points;

(b) regulations or procedures concerning intellectual property, trade secrets, and patent protection rights;

(c) technical regulations, standards, quality or conformity assessment procedures;

(d) sanitary or phytosanitary measures relating to importation or exportation;

(e) foreign investment regulations;

(f) business registration and corporate structuring procedures;

(g) trade promotion programs;

(h) competitiveness programs;

(i) SME investment and financing programs;

(j) employment regulations;

(k) taxation regulations, accounting and reporting procedures, or enquiry points;

(l) government procurement opportunities; and

(m) other information which the Party considers to be useful for SMEs.

4. Each Party shall regularly review the information and links on the website referred to in paragraphs 1 and 2 to ensure that the information and links are up-to-date and accurate.

5. To the extent possible, each Party shall make the information in this Article available in the English language.

Article 13.4. Committee on SME Issues

1. The Parties shall establish the Committee on SME Issues (SME Committee) comprising representatives of Each Party.

2. The SME Committee shall:

(a) identify ways to assist SMEs in the Parties' territories to take advantage of the commercial opportunities resulting from this Agreement and to strengthen SME competitiveness;

(b) identify and recommend ways for further cooperation between the Parties to develop and enhance partnerships between SMEs of the Parties;

(c) exchange and discuss each Party's experiences and best practices in supporting and assisting SME exporters with respect to, among other things, training programs, trade education, trade finance, trade missions, trade facilitation, digital trade, identifying commercial partners in the territories of the Parties, and establishing good business credentials;

(d) promote seminars, workshops, webinars, mentorship sessions, or other activities to inform SMEs of the benefits available to them under this Agreement;

(e) explore opportunities for capacity building to facilitate each Party's work in developing anc enhancing SME export counselling, assistance, and training programs;

(f) recommend additional information that a Party may include on the website referred to in Article 13.3 (Information Sharing);

(g) review and coordinate its work program with the work of other committees and other subsidiary bodies established under this Agreement, to avoid duplication of work programs and to identify appropriate opportunities for cooperation to improve the ability of SMEs to engage in trade and investment opportunities resulting from this Agreement;

(h) collaborate with and encourage committees, working groups and other subsidiary bodies established under this Agreement to consider SME- related commitments and activities into their work;

(i) review the implementation and operation of SME-related provisions within this Agreement and report findings and make recommendations to the Joint Committee that can be included in future work and SME assistance programs as appropriate;

(j) facilitate the development of programs to assist SMEs to participate and integrate effectively into the Parties' regional and global supply chains;

(k) promote the participation of SMEs in digital trade enabling them to take advantage of the opportunities resulting from this Agreement and rapidly access new markets;

(l) facilitate the exchange of information on entrepreneurship education and awareness programs for youth and women to

promote the entrepreneurial environment in the territories of the Parties;

(m) submit on an annual basis, unless the Parties decide otherwise, a report of its activities and make appropriate recommendations to the Joint Committee; and

(n) consider any other matter pertaining to SMEs as the SME Committee may decide, including issues raised by SMEs regarding their ability to benefit from this Agreement.

3. The SME Committee shall convene within one (1) year after the date of entry into force of this Agreement and thereafter meet annually, unless the Parties decide otherwise.

4. The SME Committee may seek to collaborate with appropriate experts in carrying out its programs and activities.

Article 13.5. Non-Application of Dispute Settlement

Neither Party shall have reccurse to dispute settiement under Chapter 15 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 14. ECONOMIC COOPERATION

Article 14.1. Objectives

1. The Parties shall promote cooperation under this Agreement for their mutual benefit in order to liberalise and facilitate trade and investment between the Parties and foster economic growth.

2. Economic cooperation under this Chapter shall be built upon a common understanding between the Parties to support the implementation of this Agreement, with the objective of maximising its benefits, supporting pathways to trade and investment facilitation, and further improving market access and openness to contribute to the sustainable inclusive economic growth and prosperity of the Parties.

Article 14.2. Scope

1. Economic cooperation under this Chapter shall support the effective and efficient implementation and utilisation of this Agreement through activities that relate to trade and investment.

2. Economic cooperation under this Chapter shall initially focus on the following areas:

(a) manufacturing industries;

(b) agriculture, forestry and fisheries;

(c) trade and investment promotion;

(d) human resource development;

(e) tourism;

(f) information and communications technology;

(g) the promotion of electronic commerce;

(h) trade in environmental goods and services;

(i) media; and

(j) energy.

The Parties may agree in the Annual Work Program on Economic Cooperation Activities to modify the above list, including by adding other areas for economic cooperation.

Article 14.3. Annual Work Program on Economic Cooperation Activities

1. The Joint Committee shall adopt an Annual Work Program on Economic Cooperation Activities (Annual Work Program) based on proposals submitted by the Parties.

2. Each activity in the Annual Work Program developed under this Chapter shall: (i) be guided by the objectives agreed in Article 14.1 (Objectives); (ii) be related to trade or investment and support the implementation of this Agreement; (iii) involve both Parties; (iv) address the mutual priorities of the Parties; and (v) avoid duplicating existing economic cooperation activities.

Article 14.4. Competition Policy

1. The Parties recognise the importance of general cooperation in the area of competition policy. The Parties may cooperate to exchange information relating to the development of competition policy, enforcement of competition law and capacity building in the area of competition policy, subject to their laws and regulations and available resources. The Parties may conduct such cooperation through their competent authorities.

2. The Parties may consult on matters related to regulation of mergers and anti- competitive practices, including abuse of dominant position and anti-competitive agreements having adverse effects on competition in their respective jurisdictions. The consultations shall be without prejudice to the autonomy of each Party to develop, maintain and enforce its domestic competition laws and regulations.

3. The Parties may interact and cooperate in relation to competition assessment of global mergers and acquisitions to achieve efficient, uniform and non-contradictory results. The cooperation shall take into account the Parties' laws and regulations on the protection of confidential information.

Article 14.5. Environmental Cooperation

1. The Parties recognise the importance of mutually supportive trade and environmental policies and practices to improve environmental protection in the furtherance of sustainable development.

2. The Parties recognise the sovereign right of each Party to establish its own levels of domestic environmental protection and its own environmental priorities, and to establish, adopt or modify its environmental laws and policies accordingly.

3. Each Party shall strive to ensure that its environmental laws and policies provide for, and encourage, high levels of environmental protection and to continue to improve its respective levels of environmental protection.

4. Each Party shall endeavour to effectively enforce its environmental laws.

5. The Parties recognise that each Party retains the right to exercise discretion and to make decisions regarding: (a) investigatory, prosecutorial, regulatory and compliance matters; and (b) the allocation of environmental enforcement resources with respect to other environmental laws determined to have higher priorities. Accordingly, the Parties understand that with respect to the enforcement of environmental laws a Party is in compliance with paragraph 4 if a course of action or inaction reflects a reasonable exercise of that discretion, or results from a bona fide decision regarding the allocation of those resources in accordance with priorities for enforcement of its environmental laws.

6. The Parties recognise that multilateral environmental agreements to which they are party play an important role, globally and domestically, in protecting the environment and that the respective implementation of these agreements is critical to achieving the environmental objectives of these agreements. Accordingly, each Party affirms its commitment to implement the multilateral environmental agreements to which it is a party.

7. Nothing in this Section shall be construed to empower a Party's authorities to undertake environmental law enforcement activities in the territory of the other Party.

Article 14.6. Air Services Cooperation

Recognizing the importance of air transport operations to their respective economies, the Parties agree to cooperate in this sector.

Article 14.7. Resources

1. Resources for economic cooperation under this Chapter shall be provided in a manner as agreed by the Parties and in accordance with the laws and regulations of the Parties.

2. The Parties, where it is of mutual benefit, may consider cooperation with, and contributions from, external parties to support the implementation of the Annual Work Program.

Article 14.8. Committee on Economic Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, the Parties shall establish a Committee on Economic Cooperation (CEC).

2. The CEC shall undertake the following functions:

(a) monitor and assess the implementation of this Chapter;

(b) identify new opportunities and agree on new ideas for prospective cooperation or capacity building activities;

(c) formulate and develop Annual Work Program proposals and their implementation mechanisms;

(d) coordinate, monitor and review progress of the Annual Work Program to assess its overall effectiveness and contribution to the implementation and operation to this Chapter;

(e) suggest amendments to the Annual Work Program to the Joint Committee through periodic evaluations;

(f) cooperate with other Committees and/or subsidiary bodies established under this Agreement to perform stocktaking, monitoring and benchmarking on any issues related to the implementation of this Agreement, as well as to provide feedback and assistance in the implementation and operation of this Chapter; and

(g) report to and, if deemed necessary, consult with the Joint Committee in relation to the implementation and operation of this Chapter.

Article 14.9. Non-Application of Chapter 15 (Dispute Settlement)

Neither Party shall have recourse to dispute settlement under Chapter 15 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 15. DISPUTE SETTLEMENT

Section A. OBJECTIVE AND SCOPE

Article 15.1. Objective

The objective of this Chapter is to establish an effective and efficient mechanism for avoiding and settling disputes between the Parties concerning the interpretation and application of this Agreement with a view to reaching, where possible, a mutually agreed solution.

Article 15.2. Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt, through cooperation, to arrive at a mutually satisfactory resolution of any matter that might affect the operation of this Agreement.

Article 15.3. Scope of Application

This Chapter shall apply with respect to the settlement of any dispute between the Parties concerning the interpretation and application of the provisions cf this Agreement (hereinafter referred to as "covered provisions"), unless otherwise provided in this Agreement.

Article 15.4. Contact Points

1. Each Party shall designate a contact point within thirty (30) days from the date of entry into force of this Agreement to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2 Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

Section B. CONSULTATIONS AND MEDIATION

Article 15.5. Request for Information

Before a request for consultations, good offices or mediation is made pursuant to Articles 15.6 (Consultations) or 15:7 (Good Offices or Mediation) respectively, a Party may request, in writing, any relevant information with respect to a measure at issue. The Party to which that request is made shall make all efforts to provide the requested information in a written response to be submitted no later than thirty (30) days after the date of receipt of the request.

Article 15.6. Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 15.3 (Scope of Application) by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual and legal basis specifying the covered provisions that it considers applicable.

3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than ten (10) days after the date of receipt of the request. Consultations shall be held within thirty (30) days of the date of receipt of the request. The consultations shall be deemed to be concluded within thirty (30) days of the date of receipt of the request, unless the Parties agree otherwise.

4. Consultations on matters of urgency, including those regarding perishable goods, shall be held within fifteen (15) days of the date of receipt of the request. The consultations shail be deemed to be concluded within those fifteen (15) days, unless the Parties agree otherwise.

5. During consultations, each Party shall provide sufficient information so as to allow a complete examination of the measure at issue including how that measure is affecting the operation and application of this Agreement.

6. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

7. Consultations may be held in person or by any other means of communication, as the Parties may agree. Consultations, if held in person, shall take place in the territory of the Party to which the request is made, unless the Parties agree otherwise.

8. If the Party to which the request is made does not respond to the request for consultations within ten (10) days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3 or in paragraph 4 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may have recourse to Article 15.8 (Establishment of a Panel).

Article 15.7. Good Offices or Mediation

1. The Parties may at any time agree to enter into procedures for good offices or mediation. They may begin at any time and be terminated by either Party at any time.

2. Proceedings involving good offices or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings before a forum selected by the Parties.

3: If the Parties agree, procedures for good offices or mediation may continue during the panel procedures, as set out in Section C.

Section C. PANEL PROCEDURES

Article 15.8. Establishment of a Panel

1. If the Parties fail to resolve the dispute through recourse to consultations as provided for in Article 15.6 (Consultations), the Party that sought consultations may request the establishment of a panel.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party and shall identify the measure at issue and indicate the legal basis specifying the relevant covered provisions in a manner sufficient to present how such measure is inconsistent with those provisions.

3. When a request is made by the complaining Party in accordance with paragraph 1, a panel shall be established.

Article 15.9. Composition of a Panel

1. Unless the Parties agree otherwise, a panel shall consist of three panellists.

2. Unless the Parties agree otherwise, the panellists shall neither be nationals of the Parties to the dispute nor have their permanent place of residence in the territory of a Party to the dispute.

3. Within twenty (20) days after the establishment of a panel, each Party shall appoint a panellist. The Parties shall, by mutual agreement, within forty (40) days after the establishment of a panel, appoint the third panellist, who shall serve as the chairperson of the panel.

4. If either Party fails to appoint a panellist within the time period established in paragraph 3, the other Party may request that the WTO Director General to designate a panellist within twenty (20) days of that request.

5. If no agreement is reached on the appointment of the chairperson of the panel within the time period established in paragraph 3, the Parties shall within the next ten (10) days, exchange their respective lists comprising three nominees each who shall not be nationals of either Party. The chair shall then be appointed by draw of lot from the lists within ten (10) days after the expiry of the time period during which the Parties shall exchange their respective lists of nominees. The selection by lot of the chairperson of the panel shall be made by the Joint Committee.

6. If a Party fails to submit its list of three nominees within the time period established in paragraph 5, the chairperson shall be appointed by draw of lot from the list submitted by the other Party.

7. The date of composition of the panel shall be the date on which the last of the three selected panellists has notified to the Parties the acceptance of his or her appointment.

Article 15.10. Requirements for Panellists

Each panellist shall:

(a) have demonstrated expertise in law, international trade, and other matters covered by this Agreement,

(b) be independent of, and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct for Panellists established in Annex 15A (Code of Conduct for Panellists); and

(e) be chosen strictly on the basis of objectivity, reliability, and sound judgment.

2. The chairperson shall also have experience in dispute settlement procedures.

3. Persons who provided good offices or mediation to the Parties, pursuant to Article 15.7 (Good Offices or Mediation) in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panellists in that matter.

Article 15.11. Replacement of Panellists

If any of the panellists of the original panel becomes unable to act, withdraws or needs to be replaced because that panellist does not comply with the requirements of the Code of Conduct, a successor panellist shall be appointed in the same manner as prescribed for the appointment of the original panellist, and the successor shall have the powers and duties of the original panellist. The work of the panel shall be suspended during the appointment of the successor panellist.

Article 15.12. Functions of the Panel

Unless the Parties agree otherwise, the Panel:

(a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity of the measure at issue with the covered provisions; and

(b) shall set out, in its decisions and reports, the findings of fact and law and the rationale behind any findings and conclusions that it makes; and

(c) may consult with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

Article 15.13. Terms of Reference

1. Unless the Parties agree otherwise within fifteen (15) days after the date of establishment of the panel, the terms of reference of the panel shall be:

"to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings on the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 15.18 (Interim Report) and 15.19 (Final Report)".

2. If the Parties agree on terms of reference other than those referred to in paragraph 14, they shall notify the agreed terms of reference to the panel no later than five (5) days after their agreement.

Article 15.14. Decision on Urgency

1. If a Party so requests, the panel shall decide, within fifteen (15) days of its composition, whether the dispute concerns matters of urgency.

2. In cases of urgency, the applicable time periods set out in Articles 15.18 (Interim Report) and 15.19 (Final Report) shall be half of the time prescribed therein.

Article 15.15. Rules of Interpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law, including those codified in the Vienna Convention on the Law of Treaties.

2. When appropriate, the panel may also take into account relevant interpretations in reports of prior panels established under this Chapter and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

Article 15.16. Rules of Procedure of the Panel

1. Unless the Parties agree otherwise, the panel shall follow the model rules of procedure set out in Annex 15B (Rules of Procedure for the Panel).

2. The panel may, after consulting with the Parties, adopt additional rules of procedure not inconsistent with the model rules of procedure.

Article 15.17. Receipt of Information

1. Upon the request of a Party, or on its own initiative, the panel may seek from the Parties relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. At the request of a Party, or on its own initiative, a pane! may seek information or technical advice from any known source that it deems appropriate, provided that the Parties agree and subject to any terms and conditions agreed by the Parties.

3. Any information obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

Article 15.18. Interim Report

1. The panel shall deliver an interim report to the Parties within ninety (90) days after the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the pane! shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report.

2. The interim report shall include a descriptive part and the panel's findings and conclusions.

3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim report within ten (10) days of the date of issuance of the interim report. A Party may comment on the other Party's request within seven (7) days of the delivery of the request.

4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 15.19. Final Report

1. The panel shall deliver its final report to the Parties within one hundred and twenty (120) days of the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report.

2. The final report shall include a discussion of any written comments and requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. The final report shall be made public within fifteen (15) days of its delivery to the Parties, unless the Parties agree otherwise to publish the final report only in parts or not to publish the final report.

Article 15.20. Implementation of the Final Report

1. Where the panel finds that the responding Party has acted inconsistently with a covered provision, the responding Party shall take any measure necessary to comply promptly and in good faith with the findings and conclusions in the final report.

2. The responding Party shall, no later than thirty (30) days after delivery of the final report, notify the complaining Party of the length of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report.

Article 15.21. Reasonable Period of Time for Compliance

1. lf the Parties have not agreed on the length of the reasonable period of time, the complaining Party may, no later than thirty (30) days after the date of receipt of the notification made by the responding Party in accordance with paragraph 2 of Article 15.20 (Implementation of the Final Report), request, in writing, that the original panel determine the length of the reasonable period of time. Such request shall be notified simultaneously to the responding Party. The thirty (30)-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The original panel shall deliver its decision to the Parties within thirty (30) days of the date of submission of the request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties.

Article 15.22. Compliance Review

1. The responding Party shall deliver a written notification. of its progress in complying with the final report to the complaining Party at least one (1) month before the expiry of the reasonable period of time for compliance with the final report unless the Parties agree otherwise.

2. The responding Party shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the complaining party of any measure that it has taken to comply with the final report.

3. Where the Parties disagree on the existence of measures to comply with the final report, or their consistency with the covered provisions, the complaining Party may request, in writing, that the original panel decide on the matter. Such request shail be notified simultaneously to the responding Party.

4. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why any measures taken by the responding Party fail to comply with the final report or are otherwise inconsistent with the covered provisions.

5. The pane! shall deliver its decision to the Parties within sixty (60) days of the date of delivery of the request.

Article 15.23. Temporary Remedies In Case of Non-Compliance

1. If the responding Party:

(a) fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time;

(b) notifies the complaining Party in writing that it is not possible to comply with the final report within the reasonable period of time; or

(c) the original panel finds that no measure taken to comply exists or that the measure taken to comply with the final report as notified by the responding Party is inconsistent with the covered provisions,

the responding Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on a mutually satisfactory agreement or any necessary compensation.

2. lf the Parties fail to reach a mutual satisfactory agreement or to agree on compensation within thirty (30) days after the date of receipt of the request made in accordance with paragraph 1, the complaining Party may deliver a written notification to the responding Party that it intends to suspend the application to that Party of benefits or other obligations under this Agreement. The notification shall specify the level of intended suspension of benefits or other obligations.

3. The complaining Party may begin the suspension of benefits or other obligations referred to in the preceding paragraph thirty (30) days after the date when it served notice on the responding Party, unless the responding Party made a request under paragraph 7.

4. The suspension of benefits or other obligations:

(a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the responding Party to comply with the final report: and

(b) shall be restricted to benefits accruing to the responding Party under this Agreement.

5. In considering what benefits to suspend in accordance with paragraph 2, the complaining Party shall apply the following principles:

(a) the complaining Party should first seek to suspend benefits in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement or have caused nullification or impairment: (1)

(b) the complaining Party may suspend benefit in other sectors, if it considers that it is not practicable or effective to suspend benefits or other obligations in the same sector.

6. The suspension of benefits or other obligations shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions which has been found in the final report has been removed, or until the Parties have reached a mutually agreed solution or agreed on any necessary compensation.

7. If the responding Party considers that the suspension of benefits does not comply with paragraphs 4 and 5, that Party may request in writing the original panel to examine the matter no later than fifteen (15) days after the date of receipt of the notification referred to in paragraph 2. That request shall be notified simultaneously to the complaining Party. The original panel shall notify the Parties of its decision on the matter no later than thirty (30) days of the receipt of the request from the responding Pariy. Benefits or other obligations shall not be suspended until the original panel has delivered its decision. The suspension of benefits or other obligations shall be consistent with this decision.

(1) For the purposes of this paragraph, "sector" means: (i) with respect to goods, all goods; (ii) with respect to services, a principal sector as identified in the current âServices Sectoral Classification Listâ which identifies such sectors.

Article 15.24. Review of Any Measure Taken to Comply after the Adoption of Temporary Remedies

1. Upon the notification by the responding Party to the complaining Party of the measure taken to comply with the final report:

(a) in a situation where the right to suspend benefits or other obligations has been exercised by the complaining Party in accordance with Article 15.23 (Temporary Remedies in Case of Non-Compliance), the complaining Party shall terminate the

suspension of benefits or other obligations no later than thirty (30) days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the responding Party may terminate the application of such compensation no later than thirty (30) days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2.

2. lf the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions within thirty (30) days after the date of receipt of the notification, the complaining Party shall request, in writing, that the original panel examine the matter. That request shall be notified simultaneously to the responding Party. The decision of the panel shall be notified to the Parties no later than forty-five (45) days after the date of submission of the request. If the panel decides that the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions, the suspension of benefits or other obligations, or the application of the compensation, shall be terminated no later than fifteen (15) days after the date of the decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of benefits or other obligations, or of the compensation, shall be adapted in light of the decision of the panel.

Article 15.25. Suspension and Termination of Proceedings

If both Parties so request, the panel shall suspend its work for a period agreed by the Parties and not exceeding twelve (12) consecutive months. In the event of a suspension of the work of the panel, the relevant time periods under this Section shall be extended by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of both Parties. If the work of the panel has been suspended for more than twelve (12) consecutive months, the authority of the pane! shall lapse and the dispute settlement proceeding shall be terminated.

Section D. GENERAL PROVISIONS

Article 15.26. Choice of Forum

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both parties.

2. When a dispute arises with regard to the alleged inconsistency of a particular measure with an obligation under this Agreement and a substantially equivalent obligation under another international trade agreement to which both Parties are party, including the WTO agreements, the complaining Party may select the forum in which to settle the dispute.

3. Once a Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the particular measure referred to in paragraph 2, that Party shall not initiate dispute settlement proceedings in another forum with respect to that narticular measure unless the forum seiected first fails io make findinas on the issues in dispute for jurisdictional or procedural reasons.

4. For the purpose of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 15.8 (Establishment of a Panel);

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated when a Party requests the establishment of a dispute settlement panel in accordance with the relevant provisions of that agreement.

Article 15.27. Costs

1. Unless the Parties agree otherwise, the costs of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by both Parties.

2. Each Party shall bear its own expenses and legal costs in the panel proceedings.

Article 15.28. Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 15.3 (Scope of Application).

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel proceedings shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 15.29. Time Periods

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act to which they refer.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

Article 15.30. Annexes

The Joint Committee may modify Annex 15A (Code of Conduct for Panellists) and Annex 15B (Rules of Procedure for the Panel).

Annex 15A. Code of Conduct for Panellists (Referred to in Chapter 15)

Definitions

1. For the purposes of this Annex:

(a) "assistant" means a person who, under the terms of appointment of a panellist, conducts research or provides support for the panellist;

(b) "panellist" means a member of a panel established under Article 15.8 (Establishment of a Panel);

(c) "proceeding", unless otherwise specified, means the proceeding of a panel under Chapter 15 (Dispute Settlement); and

(d) "staff", in respect of a panellist, means persons under the direction and control of the panellist, other than assistants.

Responsibilities to the Process

2. Every panellist shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests and shall observe high standards of conduct so that the integrity and impartiality of the dispute settlement process are preserved. Former panellists shall comply with the obligations established in paragraphs 17 through 20 of this Annex.

Disclosure Obligations

3. Prior to confirmation of his or her selection as a panellist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. Once selected, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is a continuing duty, which requires a panellist to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

5. In the event of uncertainty regarding whether an interest, relationship or matter must be disclosed, a candidate or panellist should err in favour of disclosure.

Performance of Duties by Panellists

6. A panellist shall comply with the provisions of Chapter 15 (Dispute Settlement) and the applicable rules of procedure in Annex 15B (Rules of Procedure for the Panel).

7. Upon selection, a panellist shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

8. A panellist shall not deny other panellists the opportunity to participate in all aspects of the proceeding.

9. A panellist shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.

10. A panellist shall take all appropriate steps to ensure that the panellist's assistant and staff are aware of, and comply with, paragraphs 2, 3, 4, 19, 20 and 21.

11. A panellist shall not engage in ex parte contacts concerning the proceeding.

12. A panellist shall not communicate matters concerning actual or potential violations of this Annex by another panellist unless the communication is to both Parties or is necessary to ascertain whether that panellist has violated or may violate this Annex.

Independence and Impartiality of Panellists

13. A panellist shall be independent and impartial. A panellist shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.

14. A panellist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, prior affiliation, loyalty toe a Party or fear of criticism.

15. A panellist shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the panellist's duties.

16. A panellist shall not use his or her position on the panel to advance any personal or private interests. A panellist shall avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

17. A panellist shall not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panellist's conduct or judgment.

18. A panellist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panellist's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

19. A panellist or former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out the panellist's duties or would benefit from the decision or report of the panel.

Maintenance of Confidentiality

20. A panellist or former panellist shall not at any time disclose or use any non- public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others. A panellist shall not make any public statement regarding the merits of a pending panel proceeding.

21. A panellist shall not disclose a Panel Report, or parts thereof, prior to its publication.

22. A panellist or former panellist shall not at any time disclose the deliberations of a panel, or any panellist's view, except as required by legal or constitutional requirements.

Annex 15B. Rules of Procedure for the Panel (Referred to in Chapter 15)

Timetable

1. After consulting the Parties, the panel shall, whenever possible, within seven (7) days from the date of composition of the panel, fix the timetable for the panel process. The indicative timetable attached to this Annex should be used as a guide.

2. The panel process shall, as a general rule, not exceed one hundred twenty (120) days from the date of composition of the panel until the date of the final report, unless the Parties agree otherwise.

3. Should the panel consider there is a need to modify the timetable, it shall consult the Parties in writing regarding the

proposed modification and the reason for it and make necessary procedural or administrative adjustments as may be required.

Written Submissions and other Documents

4. Unless the panel otherwise decides, the complaining Party shall deliver its first written submission to the panel no later than ten days (10) days from the date of composition of the panel. The responding Party shall deliver its first written submission to the panel no later than thirty (30) days after the date of delivery of the complaining Party's first written submission. Copies shall be provided for each panellist.

5. Each Party shall also provide a copy of its first written submission to the other Party at the same time as it is delivered to the panel.

6. Within five (5) days of the conclusion of the hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

7. All written documents provided to the panel or by one Party to the other Party shall also be provided in electronic form.

8. Minor errors of a clerical nature in any request, notice, written submission or other document related to the panel proceeding may be corrected as soon as possible by delivery of a new document clearly indicating the changes.

Operation of the Panel

9. The Chair of the panel shali preside at all of its meetings. The panel may delegate to the Chair the authority to make administrative and procedural decisions.

10. Panel deliberations shall be confidential. Only panellists may take part in the deliberations of the panel. The Panel Report shall be drafted without the presence of the Parties in light of the information provided and the statements made.

11. Opinions expressed in the Panel Report by individual panellists shall be anonymous.

12. Except as otherwise provided in this Annex, the panel may conduct its business by any means, including by telephone, facsimile transmission and any other means of electronic communication.

Hearings

13. The timetable established in accordance with Rule 1 shall provide for at least one hearing for the Parties to present their cases to the panel.

14. The panel may convene additional hearings if the Parties so agree.

15. All panellists shall be present at hearings. Panel hearings shall be held in closed session with only the panellists and the Parties in attendance. However, in consultation with the Parties, assistants, translators or designated note takers may also be present at hearings to assist the panel in its work. Any such arrangements established by the panel may be modified with the agreement of the Parties.

16. The hearing shall be conducted by the panel in a manner ensuring that the complaining Party and the responding Party are afforded equal time to present their case. The panel shall conduct the hearing in the following manner: argument of the complaining Party; argument of the responding Party; the reply of the complaining Party; the counter-reply of the responding Party; closing statement of the complaining Party; and closing statement of the responding Party. The Chair may set time limits for oral arguments to ensure that each Party is afforded equal time.

17. The Parties to the dispute shall make available to the panel written versions of their oral statements before the panel within one (1) day.

Questions

18. The panel may direct questions to either Party at any time during the proceedings. The Parties shall respond promptly and fully to any request by the panel for such information as the panel considers necessary and appropriate.

19. Where the question is in writing, each Party shall also provide a copy of its response to such questions to the other Party at the same time as it is delivered to the panel. Each Party shall be given the opportunity to provide written comments on the response of the other Party.

Confidentiality

20. The panel's hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the panel by the other Party which that Party has designated as confidential.

21. Where a Party designates as confidential its written submissions to the panel, it shall, on request of the other Party, provide the panel and the other Party with a non-confidential summary of the information contained in its written submissions that could be disclosed to the public no later than five (5) days after the date of request.

Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public.

Role of Experts

22. On request of a Party, or on its own initiative, the panel may seek information and technical advice from any individual or body that it deems appropriate, provided that the Parties agree and subject to such terms and conditions as the Parties agree. The panel shall provide the Parties with any information so obtained for comment.

Working Language

23. The working language of the panel proceedings, including for written submissions, oral arguments or presentations, the report of the panel and all written and oral communications between the Parties and with the panel, shall be the English language.

Venue

24. The venue for the hearings of the panel shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the responding Party, and any additional hearings shall alternate between the territories of the Parties.

Expenses

25. The panel shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains.

Indicative Timetable for the Panel

Pane! established on xx/xx/xxxx.

1 . Receipt of first written submissions of the Parties:

(a) complaining Party: ten (10) days after the date of the composition of the panel;

(b) responding Party: thirty (30) days after (a);

2. Date of the first hearing with the Parties: fifteen (15) days after receipt of the first submission of the responding Party;

3. Receipt of written supplementary submissions of the Parties: (5) days after the date of the first hearing;

4. lssuance of initial report to the Parties. thirty (30) days after receipt of written supplementary submissions;

5. Deadline for the Parties to provide written comments on the initial report: ten (10) days after the issuance of the initial report; and

6. lssuance of final report to the Parties: within thirty (30) days of presentation of the initial report.

Chapter 16. EXCEPTIONS

Article 16.1. General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 6 (Customs Procedures and Trade Facilitation), Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

2. Without prejudice to the SPS Agreement, for the purpose of Chapter 4 (Sanitary and Phytosanitary Measures), Article XX(b) of the GATT 1994 is incorporated into and forms part of this Agreement, mutatis mutandis.

3. Without prejudice to the TBT Agreement, for the purpose of Chapter 5 (Technical Barriers to Trade), Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

4. For the purpose of Chapter 8 (Trade in Services), Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, mutatis mutandis.

Article 16.2. Security Exceptions

1. Nothing In this Agreement shall be construed:

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

(b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable and fusionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) relating to the protection of critical public infrastructure, including, but not limited to, critical communications infrastructures, power infrastructures and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructures;

(v) taken in time of domestic emergency, or war or other emergency in international relations; or

(c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 16.3. Taxation

1. Nothing in this Agreement shall apply to any direct taxation measure.

2. Nothing in this Agreement shall affect the rights and obligations of any Party under any tax convention. In the event of any inconsistency between this Agreement and any tax convention, the tax convention shall prevail to the extent of the inconsistency.

Chapter 17. ADMINISTRATION OF THE AGREEMENT

Article 17.1. Joint Committee

1. The Parties hereby establish a Joint Committee.

2. The Joint Committee:

(a) shall be composed of representatives of the Parties;

(b) in addition to the standing committees or subcommittees expressly provided for under this Agreement; may establish or restructure standing or ad hoc subcommittees or working groups as it considers necessary to assist it in accomplishing its tasks and assign any of its powers thereto.

3. The Joint Committee shall meet within one (1) year from the entry into force of this Agreement. Thereafter, it shall meet every two (2) years unless the Parties agree otherwise, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties.

4. The Joint Committee shall also hold special sessions without undue delay from the date of a request thereof from either Party.

5. The functions of the Joint Committee shall be as follows:

(a) to review, consider, assess, and monitor the results and overall operation of this Agreement, including improving market access in the light of the experiences gained during application of this Agreement and its objectives, including matters reported by the subcommittees or working groups or contact points;

(b) to consider and recommend any amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement;

(c) to endeavour to amicably resolve disputes between the Parties in connection with the operation or implementation of the Agreement, without prejudice to the rights of the Parties under Chapter 15 (Dispute Settlement);

(d) to supervise and coordinate the work of al! committees, subcommittees and working groups established under this Agreement;

(e) if requested by either Party, to propose interpretation to be given to the provisions of this Agreement;

(f) to review the possibility of further removal of obstacles to trade between the Parties and the further development of the trade relationship;

(g) to explore ways to further enhance trade between the Parties and to further the objectives of this Agreement;

(h) to consider any other matter that may affect the operation of this Agreement:

(i) to adopt decisions or make recommendations as envisaged by this Agreement; and

(j) to carry out any other functions as may be agreed by the Parties.

6. The Joint Committee shall establish its own working procedures.

7. Meetings of the Joint Committee and of any standing or ad hoc subcommittees or working groups may be conducted in person or by any other means as determined by the Parties.

Article 17.2. Communications

1. Each Party shall designate a contact point to receive and facilitate official communications between the Parties on any matter relating to this Agreement, unless otherwise provided in this Agreement.

2. All official communications in relation to this Agreement shall be in the English language.

Chapter 18. FINAL PROVISIONS

Article 18.1. Annexes, Footnotes and Side Letters

The Annexes, footnotes, and Side Letters wherever so explicitly provided therein, shall constitute an integral part of this Agreement.

Article 18.2. Amendments

1. Either Party may submit proposals for amendments to this Agreement to the Joint Committee for its consideration. After the Joint Committee's recommendation, the Parties shall submit such amendment to this Agreement to the Parties for approval and completion of each Party's internal legal procedures.

2. Where an amendment has been ratified, accepted or approved by a Party, it shall notify the other Party of such approval, in writing, through diplomatic channels.

3. Amendments to this Agreement shall enter into force in the same manner as provided for in Article 18.5 (Entry into Force).

Article 18.3. Accession

Any country, group of countries or customs territory (hereinafter referred to as "acceding Party") may accede to this Agreement, subject to such terms and conditions as may be agreed between the acceding Party and the Parties to this Agreement, and following approval in accordance with the applicable internal legal procedures of the acceding Party and the Parties to this Agreement. Such accession shall be effective sixty (60) days from the date of deposit of the instrument of accession with the Joint Committee.

Article 18.4. Duration and Termination

1. This Agreement shall be valid for an indefinite period.

2. Either Party may terminate this Agreement by a written notification to the other Party, and the termination shall take effect six (6) months after the date of such notification.

Article 18.5. Entry Into Force

1. The Parties shall ratify this Agreement in accordance with their internal legal procedures.

2. When a Party has ratified this Agreement in accordance with its internal legal procedures, that Party shall notify the other Party of such ratification, approval or acceptance in writing, through diplomatic channels, within a period of sixty (60) days.

3. Unless the Parties agree otherwise, where both Parties have notified each other of such ratification, approval or acceptance, this Agreement shall enter into force on the first day of the second month following the date of receipt of the last written notification.

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

DONE in two originals at New Delhi on this 18" day of February, 2022.

For the Government of the Republic of India

H.E. Piyush Goyal

Minister of Commerce & Industry, Consumer Affairs & Food & Public Distribution and Textiles

Government of india

For the Government of the United Arab Emirates

H.E. Abdulla bin Touq Al Marri

Minister of Economy

Government of UAE