COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDONESIA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE

The Government of the Republic of Indonesia and the Government of the Republic of Chile, hereinafter individually referred to as a "Party" or collectively as the "Parties";

Inspired by their longstanding ties of friendship and cooperation in many sectors of common concerns and interests, especially in economic areas based on mutual benefit and confidence;

Recalling the Joint Ministerial Statement on the Negotiation of the Indonesia- Chile Comprehensive Economic Partnership Agreement (IC-CEPA) signed in Jakarta on 12 May 2017;

Desiring to bring the longstanding economic relations to a new chapter of economic cooperation by reducing barriers and widening economic linkages between the Parties through liberalising trade;

Confident that the strengthening of their economic partnership will provide a strong platform for the expansion and deepening of economic ties and cooperation which will bring economic and social benefits, create new opportunities for workers and businesses, and improve the living standards of their people;

Convinced that IC-CEPA, covering trade in goods would serve as an important framework to boost economic growth and equitable economic development;

Desiring to promote bilateral trade through the establishment of clear, transparent, predictable and mutually advantageous trade rules and the avoidance or removal of trade barriers;

Sharing the belief that a comprehensive economic partnership shall produce mutual benefits to each Party and contribute to the expansion and development of world trade under the multilateral trading system embodied in the Marrakesh Agreement Establishing the World Trade Organization (WTO Agreement);

Reaffirming the respective rights and obligations of the Parties under the World Trade Organization (WTO) and other existing international agreements and arrangements;

Conscious of the Asia-Pacific Economic Cooperation (APEC) goals and aware of the growing importance of trade and investment for the economies of the Asia-Pacific region; and

Determined to establish a legal framework for such comprehensive economic partnership among the Parties.

Have agreed as follows:

Chapter 1. INITIAL PROVISIONS

Article 1.1. Establishment of a Free Trade Area

The Parties, consistent with Article XXIV of GATT 1994, hereby establish a free trade area in accordance with the provisions of this Agreement.

Article 1.2. Relation to other Agreements

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

2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which it

and the other Party are party, the Parties shall, on request, consult with each other with a view to reaching a mutually satisfactory solution. This paragraph is without prejudice to the rights and obligations of a Party under Chapter 12 (Dispute Settlement). (1)

(1) For the purposes of application of this Agreement, the Parties agree that the fact that an agreement provides more favourable treatment of goods than that provided for under this Agreement does not mean that there is an inconsistency within the meaning of paragraph 2.

Chapter 2. GENERAL DEFINITIONS

Article 2.1. Definitions of General Application

For the purposes of this Agreement, unless otherwise specified:

Agreement means the Comprehensive Economic Partnership Agreement between Indonesia and Chile (IC-CEPA);

Commission means the IC-CEPA Joint Commission established pursuant to Article 11.1 (IC-CEPA Joint Commission);

Customs Authority means the authority that, according to the legislation of each Party, is responsible for the administration and enforcement of its customs laws:

(a) for Indonesia, the Directorate General of Customs and Excise, Ministry of Finance, or its successor; and

(b) for Chile, the National Customs Service, or its successor;

customs duty includes any import duty and a charge of any kind imposed in connection with the importation of a good, but does not include any:

(a) charges equivalent to internal taxes, including excise duties, sales tax, and goods and services taxes imposed in accordance with a Party's commitments under paragraph 2 of Article Ill of GATT 1994;

antidumping or countervailing duty or safeguards duty applied in accordance with Chapter 8 (Trade Remedies); or

fees or other charges that are limited in amount to the approximate cost of services rendered, and do not represent a direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes;

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

days mean calendar days, including weekends and public holidays;

existing means in effect on the date of entry into force of this Agreement;

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

Harmonized System (HS) means the Harmonized Commodity Description and Coding System governed by The International Convention on the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation, Section Notes, and Chapter Notes, and their amendments, as adopted and implemented by the Parties in their respective tariff laws,

heading means the first four digits in the tariff classification number under the Harmonized System (HS);

measure means any measure by a Party, whether in the form of a law,

regulation, rule, procedure, decision, any administrative action or any other form;

originating good means a good that qualifies as an originating good in accordance with the rules of origin set out in Chapter 4 (Rules of Origin);

person means a natural person or a juridical person; person of a Party means a natural person or a juridical person of a Party;

preferential tariff treatment means the duty rate applicable under this Agreement to an originating good;

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

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

subheading means the first six digits in the tariff classification number under the Harmonized System (HS),

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

territory means:

(a) for Indonesia, the land territories, internal waters, archipelagic waters, territorial sea, including seabed and subsoil thereof, and airspace over such territories and waters, as well as continental shelf and exclusive economic zone, over which Indonesia has sovereignty, sovereign rights, or jurisdiction as defined in its laws and in accordance with the United Nations Convention on the Law of the Sea, done at Montego Bay, December 10, 1982; and

for Chile, the land, maritime, and air space under its sovereignty, and the exclusive economic zone and the continental shelf within which it exercises sovereign rights and jurisdiction in accordance with international law and its domestic law;

WTO means the World Trade Organization; and

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

Chapter 3. TRADE IN GOODS

Article 3.1. Definitions

For the purposes of this Chapter:

agricultural goods mean those goods referred to in Article 2 of the Agreement on Agriculture, contained in Annex 4A to the WTO Agreement (WTO Agreement on Agriculture);

agricultural export subsidies shall have the meaning assigned to that term in Article 1 (e) of the WTO Agreement on Agriculture, including any amendment of that Article;

consular transactions mean requirements that goods of a Party intended for export to the territory of the other Party must first be submitted to the supervision of the consul of the importing Party in the territory of the exporting Party for the purpose of obtaining consular invoices or consular visas for commercial invoices, certificates of origin, manifests, shippersâ export declarations or any other customs documentation required on or in connection with importation;

duty-free means free of customs duty;

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

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

Article 3.2. Scope and Coverage

This Chapter applies to trade in all goods between the Parties.

Article 3.3. National Treatment

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

Article 3.4. Reduction and/or Elimination of Customs Duties

1. Except as otherwise provided in this Agreement, each Party shall progressively reduce and/or eliminate customs duties on originating goods of the other Party in accordance with its Schedule of Tariff Commitments in Annex 3-A.

2. Except as otherwise provided in this Agreement, a Party shall not increase any existing customs duty or introduce a new

customs duty on an originating good covered by this Agreement.

3. If the Most Favoured Nation (MFN) rate of customs duties applied by a Party on a particular good is lower than the rate of customs duty provided for in its schedule of tariff commitments set out in Annex 3-A, that Party shall apply the lower rate to the originating good of the other Party.

4. On request of either Party, the Parties shall consult to consider improving tariff commitments set out in their Schedules set out in Annex 3-A. An agreement between the Parties to improve tariff commitments under this Agreement shall be considered and adopted in accordance with Article 11.1.4(c) (IC-CEPA Joint Commission).

5. A Party may at any time accelerate unilaterally the reduction and/or elimination of customs duties on originating goods of the other Party set out in its Schedule in Annex 3-A. A Party considering doing so shall inform the other Party as early as practicable.

Article 3.5. Administrative Fees and Formalities

1. Each Party shall ensure that fees, charges, formalities and requirements imposed in connection with the importation and exportation of goods shall be consistent with its rights and obligations under GATT 1994.

2. Each Party shall not require consular transactions, including related fees and charges, in connection with the importation of any good of the other Party.

3. Each Party shall, to the extent possible, in accordance with its respective laws and regulations, make a list of current fees and charges that it imposes in connection with importation and exportation, and make such information publicly available on the internet or other similar means.

Article 3.6. Non-Tariff Measures

1. Each Party shall not adopt or maintain any prohibition or restriction on the importation of any good of the other Party or on the exportation or sale for export of any good destined for the territory of the other Party, except in accordance with its rights and obligations under the WTO Agreement or this Agreement. To this end, Article XI of GATT 1994 and its interpretative notes shall be incorporated into and shall form part of this Agreement, mutatis mutandis.

2. The Parties shall not adopt or maintain any other non-tariff measures on the importation of any good of the Party or on the exportation of any good destined to the territory of the other Party, except in accordance with its obligations under the WTO Agreement or this Agreement.

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

Article 3.7. Import Licensing

1. The Parties may not adopt or maintain a measure that is inconsistent with the Import Licensing Agreement.

2. Each Party shall ensure that all automatic and non-automatic import licensing measures are implemented in a transparent and predictable manner, and applied in accordance with the Import Licensing Agreement.

3. Each Party shall notify the other Party of its existing import licensing procedures, unless these were already notified or provided under Articles 5 or 7.3 of the Import Licensing Agreement. The notification shall contain the same information as referred to in Articles 5 or 7.3 of the Import Licensing Agreement.

4. On request of the other Party, a Party shall, promptly and to the extent possible, respond to the request of that other Party for information on import licensing requirements of general application.

Article 3.8. Agricultural Export Subsidies

The Parties shall not introduce or maintain any export subsidies on any agricultural goods.

Article 3.9. Classification of Goods and Transposition of Schedules of Tariff Commitments

1. The classification of goods traded between the Parties shall be in conformity with the HS and its amendments.

2. The Parties shall mutually decide whether any revisions are necessary to implement Annex 3-A due to periodic amendments or transposition of the HS.

3. The transposition of the schedules of tariff commitments shall be carried out in accordance with the methodologies and procedures adopted by the Committee on Trade in Goods. The said methodologies and procedures may provide for the timely circulation of the draft schedule of tariff commitments, the provision of comments by the other Party on the aforementioned draft schedule, and the exchange of correlation table for the transposition.

4. If the Parties decide that revisions are necessary in accordance with paragraph 2, the Parties, through the Committee on Trade in Goods shall endorse and promptly publish such revisions.

Article 3.10. Geographical Indications

1. Each Party shall provide the means for persons of the other Party to apply for protection of geographical indications. Each Party shall accept applications, without the requirement for intercession by a Party on behalf of its persons.

2. The terms listed in Annex 3.10-A and Annex 3.10-B are respectively geographical indications of Indonesia and Chile, within the meaning of Article 22.1 of the Agreement on Trade-Related Aspects of Intellectual Property Rights, contained in Annex 1C to the WTO Agreement (TRIPS Agreement). Subject to the laws and regulations of each Party, in a manner that is consistent with the TRIPS Agreement, such terms shall be protected as geographical indications in the territory of the other Party.

3. On request of a Party, the Commission may decide to add to, or remove from Annex 3.10-A and Annex 3.10-B, geographical indications.

Article 3.11. Committee on Trade In Goods

1. The Parties hereby establish a Committee on Trade in Goods (Committee), which shall comprise representatives of the Parties.

2. Under the framework of this Committee there are three Sub-Committees:

(a) the Sub-Committee on Rules of Origin set out in Article 4.15 (Sub- Committee on Rules of Origin);

(b) the Sub-Committee on Sanitary and Phytosanitary Measures set out in Article 6.10 (Sub-Committee on Sanitary and Phytosanitary Measures); and

(c) the Sub-Committee on Technical Barriers to Trade set out in Article 7.13 (Sub-Committee on Technical Barriers to Trade).

3. For the purposes of the effective implementation and operation of this Chapter, the functions of the Committee shall be:

(a) monitoring the implementation and operation of this Chapter and Chapters 4 (Rules of Origin), 6 (Sanitary and Phytosanitary Measures) and 7 (Technical Barriers to Trade);

(b) consulting any issues related to this Chapter and its Sub- Committees;

(c) reporting the conclusions and the outcome of discussions to the Commission;

(d) identifying and recommending measures to promote and facilitate improved market access, including any improvement of tariff commitments under Article 3.4;

(e) assessing barriers to trade in goods between the Parties, especially those related to the application of non-tariff measures, and, if appropriate, referring such matters to the Commission for its consideration;

(f) receiving reports from, and reviewing the work of the sub- committees referred to in paragraph 2; and

(g) carrying out other functions as may be delegated by the Commission.

4. The Committee shall meet at such venue and time in person or by any other means as may be agreed by the Parties.

Article 3.12. Contact Points

1. Each Party shall designate a contact point to facilitate communication between the Parties on any matter relating to this Chapter.

2. If a Party considers that any proposed or actual measure of the other Party may materially affect trade in goods between them, that Party may, through the contact point, request detailed information relating to that measure and, if necessary, request consultations with a view to resolving any concern about the measure. The other Party shall respond promptly to such requests for information and consultation.

Chapter 4. RULES OF ORIGIN

Section A. Rules of Origin

Article 4.1. Definitions

For the purposes of this Chapter:

CIF means the value of the good imported and includes the cost of insurance and freight up to the port or place of entry in the country of importation;

Competent Authority means the Governmental authority that, according to the laws and regulations of each Party, is responsible for the issuing of a certificate of origin or for the designation of certification entities or bodies:

(a) for Indonesia, the Ministry of Trade, or its successor; and

(b) for Chile, the General Directorate of International Economic Affairs, Ministry of Foreign Affairs, or its successor,

FOB means the free-on-board value of the good, inclusive of the cost of transport to the port or site of final shipment abroad;

fungible goods or materials mean goods or materials that are interchangeable for commercial purposes and whose properties are essentially identical;

good means any material and product which can be wholly obtained or produced, or manufactured, even if they are intended for later use in another manufacturing operation;

indirect materials mean a good used in the production, testing or inspection of another good but not physically incorporated into the good, or a good used in the maintenance of buildings or the operation of equipment associated with the production of a good, including:

(a) fuel, energy, catalysts and solvents;

(b) equipment, devices and supplies used for testing or inspection of the goods;

(c) gloves, glasses, footwear, clothing, safety equipment and supplies;

(d) tools, dies and moulds;

(e) spare parts and materials used in the maintenance of equipment and buildings;

(f) lubricants, greases, compounding materials and other materials used in production or used to operate equipment and buildings; and

(g) any other goods which are not incorporated into the good but whose use in the production of the good can reasonably be demonstrated to be a part of that production;

material means a good that is used in the production of another good;

packing materials and containers for shipment mean goods used to protect a good during its transportation, other than containers and packaging materials used for retail sale;

preferential treatment means the rate of customs duties applicable to an originating good of the exporting Party in accordance with Article 3.4 (Reduction and/or Elimination of Customs Duties); and

production means methods of obtaining goods including, but not limited to growing, raising, mining, harvesting, fishing, farming, trapping, hunting, capturing, aquaculture, gathering, collecting, breeding, extracting, manufacturing, processing or

assembling a good.

Article 4.2. Origin Criteria

Except as otherwise provided in this Chapter, a good shall qualify as an originating good of a Party if the good is:

(a) wholly obtained or produced entirely in the territory of that Party as defined in Article 4.3;

(b) produced entirely in the territory of that Party exclusively from originating materials; or

(c) produced entirely in the territory of that Party using non-originating materials, provided that the good satisfies the product specific rules set out in Annex 4-A,

and meets the other applicable provisions of this Chapter.

Article 4.3. Wholly Obtained or Produced Goods

The following goods shall be considered as wholly obtained or produced entirely in the territory of a Party:

(a) plants, plant goods and vegetable goods harvested, picked or gathered in that Party;

(b) live animals born and raised in that Party;

(c) goods obtained from live animals referred to in subparagraph (b);

(d) goods obtained from hunting, trapping, fishing, aquaculture, gathering or capturing and farming conducted in that Party;

(e) minerals and other naturally occurring substances, not included in subparagraphs (a) to (d), extracted or taken from the seabed of that Party;

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

(g) goods of sea-fishing, such as fish, shellfish and other marine life or marine goods taken from the high seas by any vessel registered with that Party and entitled to fly the flag of that Party;

(h) goods obtained, processed or produced on board a factory ship registered or recorded with that Party or entitled to fly the flag of that Party, exclusively from products referred to in subparagraph (g);

(i) goods which are:

(i) waste and scrap derived from production and consumption in that Party provided that such goods can no longer perform their original purpose nor are capable of being restored or repaired and are fit only for the recovery of raw materials; or

(ii) used goods collected in that Party provided that such goods can no longer perform their original purpose nor are capable of being restored or repaired and are fit only for the recovery of raw materials; and

(j) goods obtained or produced in the territory of a Party solely from goods referred to in subparagraphs (a) to (i) or from their derivatives, at any stage of production.

Article 4.4. Goods Not Wholly Obtained or Produced

1. For the purposes of Article 4.2(c), the product specific rules set out in Annex 4-A requiring that the materials used undergo a change in tariff classification or a specific manufacturing or processing operation shall apply only to non-originating materials.

2. Where Annex 4-A provides a choice of rule between a qualifying value content, a change in tariff classification, a specific process of production, or a combination of any of these, a Party shall permit the producer or exporter of the good to decide which rule to use in determining if the good is an originating good.

Article 4.5. Qualifying Value Content

For the purposes of Article 4.2(c), the qualifying value content of a good shall be calculated as follows:

QVC = FOB - VNM / FOB X 100

where

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

FOB - is the Free On Board value of the final good; and

VNM - is the CIF value of the non-originating materials at the time of importation or the earliest ascertained price paid or payable in the Party where the production takes place for all non-originating materials, parts or produce that are acquired by the producer in the production of the good. When the producer of a good acquires non-originating materials within that Party the value of such materials shall not include freight, insurance, packing costs and any other costs incurred in transporting the . material from the suppliers warehouse to the producer's location.

Article 4.6. Indirect Materials

Any indirect material used in the production of a good shall be treated as originating material, irrespective of whether such indirect material originates from a non-Party.

Article 4.7. Minimal Operations and Processes That Do Not Confer Origin

The following minimal operations or processes, undertaken exclusively by itself or in combination, do not confer origin: .

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

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

(c) cleaning, including removal of oxide, oil, paint or other coverings; painting and polishing operations; testing or calibration;

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

(e) simple mixing (3) of goods, whether or not of different kinds;

(f) simple assembly (4) of parts of products to constitute a complete good or disassembly of products into parts;

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

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

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

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

(3) "Simple mixing" generally describes an activity which does not need special skills, machine, apparatus or equipment especially produce or install for carrying out the activity. However, simple mixing does not include chemical reaction. Chemical reaction means a process (including a biochemical process) which results in a molecule with a new structure by breaking intramolecular bonds and by forming new intramolecular bonds, or by altering the spatial arrangement of atoms in a molecule.

(4) "Simple assembly" generally describes an activity which does not need special skills, machines, apparatus or equipment especially produced or installed for carrying out the activity,

Article 4.8. Accumulation

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

2. The Parties shall endeavour to establish provisions regarding accumulation with non-Parties and its implementation under the Sub-Committee of Rules of Origin, as set out in Article 4.15.

Article 4.9. De Minimis

A good that does not undergo a change in tariff classification requirement as set out in Annex 4-A shall be considered as originating if:

(a) for a good, other than that provided for in Chapters 50 to 63 of the HS Code, the value of all non-originating materials used in the production of the good that did not undergo the required change in tariff classification does not exceed 10 per cent of the FOB value of the good;

(b) for a good provided for in Chapters 50 to 63 of the HS Code, the weight of all non-originating materials used in its production that did not undergo the required change in tariff classification does not exceed 10 per cent of the total weight of the good,

and the good meets all other applicable criteria set forth in this Chapter for qualifying as an originating good.

Article 4.10. Fungible Goods and Materials

1. The determination of whether fungible goods or materials are originating goods shall be made either by physical segregation of each of the materials, or through the use of an inventory management method recognised in the generally accepted accounting principles of the Party in which the production is performed or otherwise accepted by that Party.

2. The method of inventory management chosen by the exporter must be maintained for at least one year.

Article 4.11. Accessories, Spare Parts, Tools and Instructional or Information Materials

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

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

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

2 Notwithstanding paragraph 1, if the goods are subject to qualifying value content requirement, 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 qualifying value content of the goods.

Article 4.12. Treatment of Packages, Packing Materials and Containers

1. If a good is subject to the qualifying value content requirement, the value of the packages and packing materials for retail sale, shall be taken into account in determining the origin of such good as originating or non-originating, as the case may be, provided that the packages and packing materials are considered to be forming a whole with the good.

2. If a good is subject to the change in tariff classification criterion, packages and packing materials for retail sale classified together with the packaged good, shall not be taken into account in determining the origin of such good.

3. Packing materials and containers used exclusively for the transportation of a good shall not be taken into account in determining the origin of such good.

Article 4.13. Direct Consignment

1. A good shall be deemed as directly consigned from the exporting Party to the importing Party if:

(a) the good is transported without passing through the territory of any non-Party; or

(b) the good is transported for the purpose of transit through a non- Party with or without transshipment or temporary storage in such non-Party, provided that the good has not undergone any operation in the territory of the non-Party other than unloading, reloading and splitting-up/bulk breaking or any operation required to keep it in good conditions.

2. In the case where an originating good of the exporting Party is imported through one or more non-Parties, the Customs Authority of the importing Party may require importers, who claim the preferential tariff treatment for the good, to submit supporting documentation, such as:

(a) copy of through bill of lading issued in the exporting Party, transport documents, warehouse documents or other appropriate commercial document; or

(b) if any, a certificate or any other information given by the customs authorities of such non-Parties or other relevant entities, which evidence that the good has not undergone operations other than unloading, reloading and any other operation to preserve it in good conditions in those non-Parties.

Article 4.14. Certificate of Origin

A claim that a good is eligible for preferential treatment under this Agreement shall be supported by a Certificate of Origin in the form as prescribed in Annex 4-8, issued by the Competent Authority of the exporting Party in accordance with the Operational Certification Procedures as set out in Section B of this Chapter.

Article 4.15. Sub-Committee on Rules of Origin

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Sub-Committee on Rules of Origin, comprising of representatives of each Party.

2. The functions of the Sub-Committee on Rules of Origin shall be to:

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

(b) report its findings to the Committee on Trade in Goods;

(c) identify areas, relating to this Chapter, to be improved for facilitating trade in goods between the Parties;

(d) carry out other functions as may be delegated by the Committee on Trade in Goods in accordance with Article 3.12.3(g); and

(e) keep Annex 4-A updated on the basis of transposition of the Harmonized System.

3. The Sub-Committee on Rules of Origin shall meet at such venues and times as may be agreed by the Parties.

Section B. Operational Certification Procedure

For the purposes of implementing the Rules of Origin applicable for this Agreement, the following operational procedures on the issuance and verification of the Certificate of Origin and other related administrative matters shall apply:

Rule 1: Certification of Origin

(i) The Certificate of Origin shall be issued by the Competent Authority of the exporting Party.

(ii) Each Party shall inform to the other Party of the names and addresses of. its respective Competent Authority and shall provide the official seals used by such authority. Any change in names, addresses or official seals shall be promptly informed in the same manner.

(iii) The Certificate of Origin shall be valid for a period of one year from the date of its issuance.

(iv) The Certificate of Origin shall be submitted to the Customs Authority of the importing Party at the time the import declaration of the good is made within its validity period.

(v) The Certificate of Origin shall be issued on_ International Organization for Standardization (ISO) A4 size in the case of Indonesia or (ISO) letter size paper in the case of Chile. The Certificate of Origin shall be issued in conformity to the form as shown in Annex 4-B.

(vi) The Certificate of Origin shall be completed in the English language.

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

(viii) Each Certificate of Origin shall bear an authorised signature and official seal of the Competent Authority. The signature and official seal may be applied digitally.

(ix) For the purpose of checking the Certificate of Origin, the Parties shall provide websites or other appropriate system as the Parties may agree, containing some key information of the Certificate of Origin issued by exporting Party such as reference number, HS Code, description of goods, quantity, FOB value, date of issuance and name of the exporter.

(x) The Parties, to the extent possible, should implement an electronic system of certification of origin. The Parties also recognise the validity of the digital signature.

Rule 2: Treatment of Erroneous Declaration in the Certificate of Origin

When a Certificate of Origin has errors and before that the Certificate of Origin has been submitted to the Customs Authority of the importing Party, a new Certificate of Origin shall be issued to replace the erroneous one. The new Certificate of Origin shall bear the reference number and the date of issuance of the original Certificate of Origin. The words "replaced C/O No... issued date..," shall be endorsed. The new Certificate of Origin shall take effect from the date of issuance of the original Certificate of Origin.

Neither erasures nor superimpositions shall be allowed on the Certificate of Origin. Any alteration shall be made by striking out the erroneous information and making any required addition. Such alteration shall be approved by a person authorised to sign the Certificate of Origin and certified by the appropriate Competent Authority. Unused spaces shall be crossed out to prevent any subsequent addition.

Rule 3: Obligations of the Competent Authority

The Competent Authority shall carry out proper examination in accordance with the laws and regulations of the exporting Party upon each application for the Certificate of Origin to ensure that:

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

(ii) the origin of the good is in conformity with the provisions of this Agreement;

(iii) other statements on the Certificate of Origin correspond to the appropriate-supporting documentary evidence submitted; and

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

Rule 4: Issuance of Certificate of Origin

(i) The Certificate of Origin shall be issued by the Competent Authority of the exporting Party at the time of exportation or within three days from the date of shipment.

(ii) If a Certificate of Origin has not been issued at the time of exportation or within three days from the date of shipment, due to involuntary errors or omissions or other valid causes, the Certificate of Origin may be issued retroactively but no longer than one year from the date of shipment and shall be duly and prominently marked "Issued Retroactively".

Rule 5: Certified Copy

(i) In the event of theft, loss or destruction of the Certificate of Origin, the exporter, by stating the reasons for the request, may apply to the Competent Authority which issued the Certificate of Origin for a certified copy of the original Certificate of Origin to be made out on the basis of the export documents in possession of the Competent Authority.

(ii) The certified copy of the original Certificate of Origin shall be endorsed with an official signature and seal and bear the words "CERTIFIED COPY" and the date of issuance of the original Certificate of Origin and shall take effect from the date of issuance of the original Certificate of Origin.

Rule 6: Exceptions

(i) In the case of consignments of goods originating in the exporting Party and not exceeding USD 200 FOB, the requirement of a Certificate of Origin shall be waived, provided that the importation does not form part of one or more importations that may reasonably be considered to have been undertaken or arranged for the purpose of avoiding the certification requirements of this Chapter.

(ii) An importation of originating goods of the exporting Party, for which the Customs Authority of the importing Party has waived the requirement for a Certificate of Origin.

Rule 7: Claim for Preferential Tariff Treatment

For the purposes of claiming preferential tariff treatment, the importer shall submit to the Customs Authority of the importing Party at the time of import, a customs declaration, a Certificate of Origin including supporting documentation and other documents as required in accordance with the laws and regulations of the importing Party.

Rule 8: Minor Discrepancies

(i) Minor discrepancies (5) in the Certificate of Origin may not, ipso facto, invalidate the Certificate of Origin, if it does, in fact, correspond to the goods submitted.

(ii) For multiple goods declared under the same Certificate of Origin, minor discrepancies encountered with one of the goods listed shall not affect or delay the granting of preferential tariff treatment and customs clearance of the remaining goods listed in the Certificate of Origin.

(5) For greater certainty, minor discrepancies refer to any discordance between the Certificate of Origin and the commercial documents related to the importation of the goods and which do not affect the origin of the goods themselves.

Rule 9: Verification of Origin

(i) For the purposes of determining whether a good imported from the exporting Party under preferential tariff treatment qualifies as an originating good of the exporting Party, the Customs Authority of the importing Party may request information relating to the origin of the good from the Competent Authority of the exporting Party on the basis of a Certificate of Origin, if it has reasonable doubt as to the authenticity of the Certificate of Origin or the accuracy of the information included in the Certificate of Origin.

(ii) For the purposes of paragraph (i), the Competent Authority of the exporting Party shall provide the information requested within a period of three months from the date of receipt of the request. If the Customs Authority of the importing Party considers necessary, it may require additional information relating to the origin of the good. If additional information is requested by the Customs Authority of the importing Party, the Competent Authority of the exporting Party shall, in accordance with the laws and regulations of the exporting Party, provide the information requested within a period of two months from the date of receipt of the request.

(iii) For the purposes of paragraph (ii), the Competent Authority of the exporting Party may request the exporter to whom the Certificate of Origin has been issued, to provide the requested information.

(iv) The request of information in accordance with paragraph (i) shall not preclude the use of the verification method provided for in Rule 10.

Rule 10: Verification Visit

(i) The Customs Authority of the importing Party may:

(a) conduct a visit, in case of which it shall deliver a written communication with such request to the Competent Authority of the exporting Party at least 40 days in advance of the proposed date of the visit, the receipt of which is to be confirmed by the Competent Authority of the exporting Party. The Competent Authority of the exporting Party shall request the written consent of the exporter or the producer of the good in the exporting Party whose premises are to be visited; and

(b) request to the Competent Authority of the exporting Party to provide information relating to the origin of the good in its possession during the visit pursuant to subparagraph (a).

(ii) The communication referred to in paragraph (i) shall include:

(a) the identity of the Customs Authority issuing the communication;

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

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

(d) the objective and scope of the proposed visit, including specific reference to the good subject to verification, referred to in the Certificate of Origin; and

(e) the names and titles of the officials of the Customs Authority of the importing Party to be present during the visit.

(iii) The Competent Authority of the exporting Party shall respond in writing to the Customs Authority of the importing Party, within 30 days from the receipt of the communication referred to in paragraph (ii), if the exporter or producer accepts or refuses the visit requested pursuant to paragraph (i).

(iv) For the compliance of subparagraph (i)(a), the Competent Authority of the exporting Party shall collect and provide information relating to the origin of a good, and check, for that purpose, the facilities used in the production of the good, through a visit with the Customs Authority of the importing Party to the premises of the exporter to whom the Certificate of Origin has been issued.

(v) The Competent Authority of the exporting Party shall, in accordance with the laws and regulations of the exporting Party, provide information within 45 days or any other mutually agreed period from the last day of the visit, to the Customs Authority of the importing Party pursuant to paragraph (i).

Rule 11: Determination of Origin and Preferential Tariff Treatment

(i) The Customs Authority of the importing Party may deny preferential tariff treatment to a good for which an importer claims preferential tariff treatment if the good does not qualify as an originating good of the exporting Party or if the importer fails to comply with any of the relevant requirements of this Chapter.

(ii) The Customs Authority of the importing Party may determine that a good does not qualify as an originating good of the exporting Party and may deny preferential tariff treatment in the following cases:

(a) if the Competent Authority of the exporting Party fails to respond to the request within the period referred to in paragraph (ii) of Rule 9 or paragraph (iii) of Rule 10;

(b) if the Competent Authority of the exporting Party refuses to conduct a visit, or fails to respond to the communication referred to in paragraph (i) of Rule 9 within the period referred to in paragraph (iii) of Rule 10; or

(c) if the information provided to the Customs Authority of the importing Party pursuant to Rule 9 or 10, is not sufficient to prove that the good qualifies as an originating good of the exporting Party.

In such cases, a written determination thereof shall be sent to the Competent Authority of the exporting Party.

(iii) The Customs Authority of the importing Party shall make a written determination of whether or not the good qualifies as an originating good of the exporting Party including findings of fact and the legal basis for the determination as expeditiously as possible and no later than 45 days after it receives the information necessary to make the determination.

(iv) Notwithstanding paragraph (iii), the Customs Authority of the importing Party shall provide that the verification process, including a written determination, shall be concluded no later than 365 days after the first request for information.

(v) The Competent Authority of the exporting Party shall, when it cancels the decision to issue the Certificate of Origin, promptly notify the cancellation to the exporter to whom the Certificate of Origin has been issued, and to the Customs Authority of the importing Party except where the Certificate of Origin has been returned to the Competent Authority of the exporting Party. The Customs Authority of the importing Party may deny preferential tariff treatment when it receives the notification.

Rule 12: Records and Confidentiality

For the purposes of the verification of origin procedure:

(i) The Certificate of Origin and all supporting documents shall be kept by the Competent Authority and the exporter for three years from the date of issuance;

(ii) An importer claiming preferential tariff treatment for goods imported into the territory of a Party shall maintain, for three years after the date of importation of the goods, a Certificate of Origin and all other documents that the Party may require relating to the importation of the goods, in accordance to the laws and regulations of each Party;

(iii) All records identified in paragraphs (i) and (ii) may be maintained in paper or digital form, in accordance to the laws and regulations of each Party;

(iv) Information relating to the validity of the Certificate of Origin shall be furnished upon request.

(v) Any confidential information shall be treated as such in accordance with the laws and regulations of each Party and shall only be used for the purposes of the validation of the Certificate of Origin.

Rule 13: Sanctions against False Declaration

(i) Each Party shall establish or maintain, in accordance with its laws and regulations, appropriate penalties or other sanctions against its exporters to whom a Certificate of Origin has been issued, for providing false declaration or documents to the Competent Authority of the exporting Party.

(ii) Each Party shall, in accordance with its laws and regulations, take measures which it considers appropriate against its exporters to whom a Certificate of Origin has been issued if they fail to notify in writing to the Competent Authority of the exporting Party without delay, after having known that such good does not qualify as an originating good of the exporting Party.

(iii) When the exporter repeatedly provided false information or documents, the Competent Authority may temporarily suspend the issuance of a new Certificate of Origin. :

Rule 14: Obligations of the Exporter

The exporter to whom a Certificate of Origin has been issued in the exporting Party referred to in Rule 1, shall notify in writing to the Competent Authority of the exporting Party without delay, when such exporter knows that such good does not qualify as an originating good of the exporting Party.

Rule 15: Obligations of the Importer

Except as otherwise provided for in this Chapter, the Customs Authority of the importing Party shall require an importer who claims preferential tariff treatment for goods imported from the other Party to:

(i) make a customs declaration, based on a valid Certificate of Origin, that the goods qualify as an originating good of the exporting Party;

(ii) have the Certificate of Origin in its possession at the time the declaration is made;

(iii) provide the Certificate of Origin on request of the Customs Authority of the importing Party; and

(iv) promptly notify the Customs Authority and pay any duties owing if the importer has a reason to believe that the Certificate of Origin on which a declaration was based contains information that is not correct.

Rule 16: Customs Duty Refund

(i) for Chile, if an originating good was imported into the territory of that Party but no claim for preferential tariff treatment was made at the time of importation, the importer of the good may, no later than one year after the date on which the good was imported, apply for a refund of any excess duties paid to the Customs Authority of the importing Party as the result of the good not having been accorded preferential tariff treatment, on presentation of:

(a) awritten declaration that the good qualified as originating at the time of importation;

(b) a Certificate of Origin; and

(c) such other documents relating to the importation of the good as the importing Party may require.

(ii) for Indonesia, the importer may apply for refund of any excess duty paid through a review and appeal mechanism relating to a customs decision on preferential tariff treatment in accordance with its laws and regulations.

Rule 17: Third Country Invoicing

(i) The Customs Authority of the importing Party shall accept a Certificate of Origin in cases where the invoice is issued by a company located in a third country provided that the goods meet the requirements of this Chapter.

(ii) The exporter shall indicate "THIRD COUNTRY INVOICING" in the Certificate of Origin.

Rule 18: Acceptance of Copies

Each Party shall, where appropriate, endeavour to accept paper or electronic copies of the Certificate of Origin and the supporting documentation required for imported goods.

Rule 19: Goods in Transit or Storage

Preferential tariff treatment shall be accorded for the originating goods, which are in transit from the exporting Party to the importing Party or in temporary storage in bonded areas in the importing Party on the date of entry into force of this Agreement, subject to the submission of a Certificate of Origin issued retroactively to the Customs Authority of the

importing Party in accordance with its laws and regulations.

Chapter 5. CUSTOMS PROCEDURES AND COOPERATION

Article 5.1. Definitions

For the purposes of this Chapter:

customs administration means the authority that according to the legislation of each Party is responsible for the administration and enforcement of their customs laws:

(a) for Indonesia, the Directorate General of Customs and Excise, Ministry of Finance or its successor notified in writing to Chile; and

(b) for Chile, the National Customs Service or its successor notified in writing to Indonesia.

customs law means such laws and regulations administered, applied and enforced by the customs administration of each Party concerning the importation, exportation, and transit/transshipment of goods, as they relate to customs duties, charges and other taxes, or to prohibitions, restrictions and other similar controls with respect to the movement of controlled items across the boundary of the customs territory of each Party; and

customs procedures mean the treatment applied by the customs

administration of each Party to goods and means of transport, which are subject to customs control.

Article 5.2. Objectives

The objectives of this Chapter are to:

(a) simplify and harmonise, to the extent possible, customs procedures of the Parties,

(b) ensure consistency, predictability and transparency in the application of customs law of the Parties;

(c) ensure efficient and expeditious release and clearance of goods; and

(d) facilitate trade between the Parties.

Article 5.3. Scope and Coverage

This Chapter shall apply, in accordance with the respective laws and regulations of the Parties, to customs procedures applied to goods traded between them.

Article 5.4. Customs Valuation

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

Article 5.5. Customs Procedures

1. The customs administration of a Party shall ensure that their customs procedures and practices are consistent, predictable, and transparent, and facilitate trade, including the expeditious release and clearance of goods.

2. Customs procedures of each Party shall endeavour, where possible and to the extent permitted by its respective customs law, conform to the standards and recommended practices established by the World Customs Organization (WCO) and under other relevant international agreements to which the Parties are party.

3. The customs administration of each Party shall, to the extent possible, review its customs procedures and practices with a view to their simplification to facilitate trade.

Article 5.6. Release of Goods

1. In order to facilitate trade between the Parties, each Party shall adopt or maintain simplified customs procedures for the

efficient release of goods.

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

(a) provide for the release of goods within a period no greater than that required to ensure compliance with its customs law;

(b) provide for customs information to be submitted and processed manually or electronically before the goods arrive in order for them to be released on their arrival; and

(c) allow goods to be released at the point of arrival, without temporary transfer to warehouses or other facilities, provided all requirements are met.

Article 5.7. Risk Management

In order to facilitate the release of goods traded between the Parties, the customs administration of each Party shall adopt or maintain a risk management method, that considers a system for assessment and targeting that enables its customs administration to focus its inspection activities on high- risk consignments and that simplifies the clearance and movement of low-risk consignments.

Article 5.8. Advance Rulings

1. The customs administration of the Parties shall issue, prior to the importation of a good into their territories, a written advance ruling, upon a written request of an importer in its territory, in relation to:

(a) tariff classification; and

(b) the application of valuation criteria for a particular case, in accordance with the application of the provisions set forth in the Customs Valuation Agreement.

2. For the issuance of the advance ruling, each Party shall apply its respective laws and procedures.

Article 5.9. Review and Appeal

Each Party shall ensure that with respect to its determinations on customs matters and in accordance with the laws and regulations of the Party, importers in its territory have access to:

(a) administrative review within the customs administration that issued the decision, subject to review or, where applicable, the higher authority supervising the administration; and

(b) judicial review of the determination or decision taken at the final level of administrative review.

Article 5.10. Publication and Enquiry Points

For the purposes of this Chapter, in accordance with the respective laws and regulations of the Parties, the customs administration of each Party shall:

(a) publish on the internet or in print, its customs laws, regulations and general administrative procedures applied or enforced by its customs administration, not including law enforcement procedures and internal operational guidelines; and

(b) designate one or more enquiry points to address enquiries from interested persons of each Party concerning customs matters, and shall make available on the internet or in print, information on the procedures for making such enquiries.

Article 5.11. Confidentiality

1. If a Party that provides information to the other Party, in accordance with this Chapter, designates the information as confidential, the other Party shall keep the information confidential. The Party providing the information may require the other Party to furnish written assurance that the information shall be held in confidence, shall only be used for the purpose the other Party specified in its request for information, and shall not be disclosed without the specific permission of the Party that provided the information or the person that provided the information to that Party.

2. A Party may decline to provide information that the other Party has requested if that Party has failed to act in conformity with paragraph 1, and when the disclosure is contrary to its laws and regulations.

3. Each Party shall adopt or maintain procedures for protecting, from unauthorised disclosure, confidential information submitted in accordance with the administration of the customs law of that Party, including information of which the disclosure could prejudice the competitive position of the person providing the information.

Article 5.12. Customs Cooperation

1. The customs administration of each Party may, as deemed appropriate, assist the customs administration of the other Party, in relation to the implementation and operation of this Chapter.

2. The customs administration of each Party, to the extent possible, when new or amended law or regulation, or procedures governing the movement of goods are implemented, shall provide information to the customs administration of the other Party.

3. The customs administrations of the Parties shall encourage consultations with each other regarding significant customs issues that affect trade between the Parties.

4. The customs administration of the Parties shall endeavour to establish or maintain channels of communication for customs cooperation, including the establishment of contact points in order to facilitate the rapid and secure exchange of information and improve coordination on importation issues.

Chapter 6. SANITARY AND PHYTOSANITARY MEASURES

Article 6.1. Definitions

For the purposes of this Chapter:

the definitions in Annex A to the SPS Agreement are incorporated into this Chapter and shall form part of this Chapter, mutatis mutandis; and

the relevant definitions developed by the World Organization for Animal Health (OIE), International Plant Protection Convention (IPPC), and Codex Alimentarius Commission (Codex), shall apply in the implementation of this Chapter.

Article 6.2. Objectives

The objectives of this Chapter are to:

(a) facilitate trade among the Parties while protecting human, animal or plant life or health in the territory of the Parties;

(b) uphold and enhance implementation of the SPS Agreement and applicable international standards, guidelines and recommendations developed by relevant international organisations (OIE, IPPC and Codex);

(c) provide means to improve communication, cooperation and resolution of sanitary and phytosanitary issues between the Parties; and

(d) increase mutual understanding of the regulations and procedures of each Party relating to the implementation of sanitary and phytosanitary measures.

Article 6.3. Scope

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

Article 6.4. General Provisions

1. The Parties reaffirm the rights and obligations relating to sanitary and phytosanitary measures under the SPS Agreement.

2. The Parties agree to apply the principles of the SPS Agreement in the development, application or recognition of any sanitary and phytosanitary measures, while protecting human, animal or plant life or health in the territory of each Party.

Article 6.5. Transparency and Exchange of Information

1. The Parties confirm their commitment to implementing the transparency provisions set out in Article 7, Annex B to the SPS Agreement and relevant Decisions and Recommendations on transparency adopted by the WTO Committee on Sanitary and Phytosanitary Measures (WTO Committee on SPS).

2. The Parties shall inform in a timely and appropriate manner in writing through the contact points, established in Article 6.11, of any significant food safety issue or change in the sanitary and phytosanitary status in their territory that is relevant to existing trade among them.

Article 6.6. Adaptation to Regional Conditions

The Parties recognise that the principle of adaptation to regional conditions, as set out in Article 6 of the SPS Agreement, is an important mean to facilitate trade. To that end, each Party shall take into account, as appropriate, standards, guidelines and recommendations, developed by the WTO Committee on SPS and relevant international standard-setting bodies, consistent with Annex A to the SPS Agreement.

Article 6.7. Equivalence

1. The Parties recognise that the application of equivalence, as set out in Article 4 of the SPS Agreement, is an important tool for facilitating trade for the mutual benefit of the Parties.

2. Upon request, the Parties may enter into technical consultations with the aim of achieving bilateral recognition of the equivalence of specified sanitary and phytosanitary measures in line with the principle of equivalence in the SPS Agreement, standards, guidelines, and recommendations, developed by the WTO Committee on SPS and relevant international standard-setting bodies, consistent with Annex A to the SPS Agreement.

Article 6.8. Risk Analysis

1. The Parties recognise the principle of risk assessment, as set out in Article 5 of the SPS Agreement. Sanitary and phytosanitary measures adopted by the Parties shall be based on assessment of risk for human, animal health and infectious diseases of animals and pests of plants in accordance with the risk assessment techniques adopted by the relevant international standard- setting bodies.

2. The initiation of a risk assessment process should not interrupt the existing bilateral trade of that product, except in the case of a justified emergency situation.

3. When conducting its risk assessment, each Party shall take into account Decisions and Recommendations adopted by the WTO Committee on SPS and international standards, guidelines and recommendations from Codex, OIE and IPPC.

4. The Parties shall consider tisk management options that are not more trade restrictive than required to achieve the objectives of this Chapter, as set out in Article 6.2.

Article 6.9. Consultations

1; On request of a Party for consultations on any matter arising under this Chapter, the Parties shall agree to enter into consultations by notifying the contact points established in Article 6.11.

2. Consultations shall be carried out by the Parties, under the Sub- Committee on Sanitary and Pythosanitary as referred to in Article 6.10, within 30 days of the receipt of a request, unless agreed otherwise. Such consultations may be conducted via teleconference, video conference, or any other means mutually agreed upon by the Parties.

3. If such consultations failed to resolve the matter between the Parties, then the interested Party could initiate the dispute settlement procedure contained in Chapter 12 (Dispute Settlement). For greater certainty, consultations under this Article should not replace those provided in Article 12.5 (Consultations).

Article 6.10. Sub-Committee on Sanitary and Phytosanitary Measures

1. The Parties hereby establish a Sub-Committee on Sanitary and Phytosanitary Measures (Sub-Committee on SPS) with the objective of ensuring the implementation of this Chapter.

2. For the purposes of the effective implementation and operation of this Chapter, the Sub-Committee on SPS shall be a forum for:

(a) enhancing mutual understanding of the sanitary and phytosanitary measures of each Party and the regulatory processes that relate to those measures;

(b) discussing on matters related to the development or application of sanitary and phytosanitary measures that may, directly or indirectly, affect human, animal and plant health and trade between the Parties;

(c) addressing any bilateral issues arising from the implementation of sanitary and phytosanitary measures between the Parties;

(d) reviewing progress on addressing sanitary and phytosanitary measures that may arise between the Competent Authorities listed in Annex 6-A, from the implementation of sanitary and phytosanitary measures between the Parties;

(e) coordinating technical cooperation programs: on sanitary and phytosanitary measures;

(f) consulting on issues, relating to the meetings of the WTO Committee on SPS, Codex, OIE and IPPC;

(g) improving bilateral understanding related to specific implementation issues concerning the SPS Agreement;

(h) enhancing cooperation between the agencies of the Parties responsible for sanitary and phytosanitary measures; and

(i) reporting to the Committee on Trade in Goods on the implementation of this Chapter.

3. The Sub-Committee on SPS shall comprise and be co-chaired by representatives of the Competent Authorities of each Party responsible for sanitary and phytosanitary measures, as established in Article 6.11.

4. Unless agreed otherwise by the Parties, the Sub-Committee on SPS shall meet annually in person, via teleconference, video conference, or through any other means as mutually determined by the Parties.

5. The Sub-Committee on SPS shall establish its own rules of procedure during its first meeting to guide its operation. These rules may be revised or further developed at any time.

6. The Sub-Committee on SPS may agree to establish ad hoc technical working groups in accordance with its rules of procedure.

Article 6.11. Competent Authorities and Contact Points

1. The Competent Authorities responsible for the implementation of the measures referred to in this Chapter are listed in Annex 6-A. The contact points that have the responsibility relating to communications between the Parties are set out in Annex 6-B.

2. The Parties shall inform each other of any significant changes in the structure, organisation and division of the competency of its Competent Authorities or contact points.

Article 6.12. Cooperation

To facilitate the implementation of this Chapter, the Parties agree to explore opportunities for further cooperation, collaboration and information exchange on sanitary or phytosanitary measures of mutual interest.

Chapter 7. TECHNICAL BARRIERS TO TRADE

Article 7.1. Definitions

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

Article 7.2. Objectives

The objectives of this Chapter are to increase and facilitate trade by preventing and eliminating unnecessary obstacles to trade and enhancing bilateral cooperation in accordance with the rights and obligations of the Parties with respect to the TBT Agreement.

Article 7.3. Scope

This Chapter applies to all standards, technical regulations, and conformity assessment procedures, as defined in the TBT Agreement that may, directly or indirectly, affect trade in goods between the Parties. This Chapter shall not apply to:

(a) purchasing specifications prepared by governmental bodies for production or consumption requirements of governmental bodies; and

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

Article 7.4. Trade Facilitation

In order to facilitate trade, the Parties shall work cooperatively in the fields of standards, technical regulations and conformity assessment procedures, in particular, to identify bilateral initiatives regarding standards, technical regulations and conformity assessment procedures that are appropriate for particular issues or sectors.

Article 7.5. Incorporation of the TBT Agreement

The Parties incorporate their existing rights and obligations with respect to each other under the TBT Agreement, mutatis mutandis.

Article 7.6. Standards

1. The Parties shall use international standards, guides and recommendations, or the relevant parts of them, to the extent provided in Articles 2 and 5 and Annex 3 to the TBT Agreement, as a basis for their technical regulations and related conformity assessment procedures where relevant international standards, guides and recommendations exist or their completion is imminent, except when they or their relevant parts are ineffective or inappropriate to fulfil the legitimate objectives.

2. In determining whether an international standard, guide or recommendation as mentioned in Articles 2 and 5 and Annex 3 to the TBT Agreement exist, each Party shall base its determination on the principles set out in relevant Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade since 1 January 1995.

Article 7.7. Technical Regulations

1. 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 that it is satisfied that these regulations adequately fulfil the objectives of its own regulations.

2. A Party shall, on request of the other Party, explain the reasons why it has not accepted a technical regulation of the other Party as equivalent.

Article 7.8. Conformity Assessment Procedures

1. The Parties recognise that a broad range of mechanisms exist to facilitate the acceptance of the results of conformity assessment procedures, including:

(a) arrangements between conformity assessment bodies from the territory of each Party;

(b) agreements on mutual acceptance of the results of conformity assessment procedures with respect to specified regulations conducted by bodies located in the territory of the other Party;

(c) unilateral recognition by one Party of the results of conformity assessments performed in the territory of the other Party, where applicable;

(d) accreditation procedures for qualifying conformity assessment bodies and promotion of the recognition of accreditation and certification bodies under regional and international mutual recognition arrangements which the Parties are members to;

(e) designating conformity assessment bodies by the government ofa Party which is located in the territory of the other Party to perform conformity assessment procedures; and

(f) reliance on a supplier's declaration of conformity, where appropriate.

2. Each Party shall exchange information with the other Party on its experience in the development and application of the mechanisms in paragraph 1 and other appropriate mechanisms with a view to facilitating acceptance of the results of conformity assessment procedures.

3. Before accepting the results of a conformity assessment procedure, and to enhance confidence in the continued reliability of each other's conformity assessment results, the Parties may consult with each other on matters such as the technical competence of the conformity assessment bodies involved.

4. A Party shall, on request of the other Party, explain its reason for not accepting the results of any conformity assessment procedures performed in the territory of the other Party.

5. In accordance with its laws and regulations, each Party shall accredit, approve or otherwise recognise conformity assessment bodies in the territory of the other Party on terms no less favourable than those it accords to conformity

6. if a Party accredits, approves or otherwise recognises a body assessing conformity with a specific technical regulation or standard in its territory and refuses to accredit, approve, license, or otherwise recognise a body assessing conformity with that technical regulation or standard in the territory of the other explain the reasons for its decision.

7. Each Party shall give positive consideration to a request by the other Party to negotiate and conclude arrangements to facilitate recognition of the results of conformity assessment procedures conducted by bodies located in the territory of the other Party. If a Party declines such a request, it shall, on request of that other Party, explain the reasons for its decision.

Article 7.9. Transparency

1. Each Party shall ensure that the information relating to technical procedures is published. Such information should be made available in print or electronically.

2. The Parties acknowledge the importance of transparency in decision-making, including giving a meaningful opportunity to provide comments on proposed technical regulations and conformity assessment procedures. If a Party publishes a notice under Article 2.9 or 5.6 of the TBT Agreement, it shall:

(a) include in the notice a statement describing the objective of the proposed technical regulation or conformity assessment procedure and the rationale for the approach the Party is proposing; and

(b) transmit the proposal electronically to the other Party through the enquiry point the Party has established under Article 10 of the TBT Agreement at the same time as it notifies WTO Members of the proposal pursuant to the TBT Agreement.

Article 7.10. Consultations

1. Each Party shall give prompt and positive consideration to any request from the other Party for consultations on any matter arising under this Chapter.

2. On request of a Party for consultations on any matter arising under this Chapter, the Parties shall agree to enter into consultations by notifying the contact points established in Article 7.14.

3. Consultations shall be carried out by the Parties, under the Sub- Committee on Technical Barriers to Trade as referred to in Article 7.13, within 30 days of the receipt of a request, unless agreed otherwise. Such consultations may be conducted via teleconference, video conference, or any other means mutually agreed upon by the Parties.

4. If such consultations failed to resolve the matter between the Parties, then the interested Party could initiate the dispute settlement procedure contained in Chapter 12 (Dispute Settlement). For greater certainty, consultations under this Article should not replace those provided in Article 12.5 (Consultations).

Article 7.11. Technical Cooperation

With a view to fulfil the objectives of this Chapter, the Parties shall, on request of the other Party, cooperate in mutually determined terms and conditions. This may include but is not limited to:

(a) exchanging legislation, regulations, rules and other information and periodicals published by the national bodies responsible for standards, technical regulations, conformity assessment procedures and accreditation;

(b) providing technical advice, information, and assistance and exchanging experience to enhance the other Party's system for standards, technical regulations and conformity assessment procedures, and related activities;

(c) examining the compatibility or equivalence of their respective technical regulations, standards and conformity assessment procedures;

(d) cooperation between conformity assessment bodies, both governmental and non-governmental, in the territories of each of the Parties, enhancing infrastructure in calibration, testing, inspection, certification and accreditation to meet relevant international standards, recommendations and guidelines;

(e) increasing bilateral cooperation in the relevant international organisations and fora dealing with the issues covered by this Chapter; and

(f) enhancing cooperation in the development standards and conformity assessment procedures, such as:

(i) cooperation in the development and promotion of good regulatory practice; and

(ii) transparency, including mechanisms to promote improved access to information on standards, technical regulations and conformity assessment procedures;

(g) giving favourable consideration, on request of the other Party, to any sector specific proposal for further cooperation; and

(h) informing the other Party, as requested, about the agreements or programs subscribed at international level in relation to TBT issues,

Article 7.12. Implementing Arrangements

1. The Parties, in order to enhance regulatory cooperation and in accordance with Chapter 11 (Administration), may conclude or amend implementing arrangements to this Chapter setting out agreed principles and procedures relating to technical regulations and conformity assessment procedures applicable to trade between them.

2. The Parties shall seek to incorporate any existing arrangements concerning technical regulations and conformity assessment procedures that are sector-specific and specifically applicable to trade between the Parties into the implementing arrangements.

Article 7.13. Sub-Committee on Technical Barriers to Trade

1. The Parties hereby establish a Sub-Committee on Technical Barriers to Trade (Sub-Committee on TBT), which shall comprise the representatives of the Parties as referred to in Article 7.14 (Contact Points), listed in Annex 7-A, to promote and monitor the implementation and administration of this Chapter.

2. The Sub-Committee on TBT functions shall include:

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

(b) promptly addressing any issue that a Party raises related to the development, adoption, application, or enforcement of standards, technical regulations, or conformity assessment procedures;

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

(d) where appropriate, facilitating sectorial cooperation among governmental and non-governmental conformity assessment bodies in the territory of the Parties;

(e) exchanging information on developments in non-governmental, regional, and multilateral fora engaged in activities related to standardisation, technical regulations, and conformity assessment procedures;

(f) taking any other steps the Parties consider may assist them in implementing the TBT Agreement and in facilitating trade in goods between them;

(g) reviewing this Chapter in light of any developments under the TBT Agreement, and developing recommendations for amendments to this Chapter in light of those developments; and

(h) as it considers appropriate, reporting to the Committee on Trade in Goods on the implementation of this Chapter.

3. Unless agreed otherwise by the Parties, the Sub-Committee on TBT shall meet annually in person, via teleconference, video conference, or through any other means as mutually determined by the Parties.

4. The terms of reference of the Sub-Committee shall be determined in its first meeting.

5. The Sub-Committee on TBT shall comprise the contact points, referred to in Article 7.14 and any other Government officials that the Parties consider appropriate.

Article 7.14. Contact Points

1. The Parties shall designate a contact point or contact points, which shall comprise relevant officials, who shall have responsibility for .co-ordinating the implementation of this Chapter.

2. The Parties shall provide each other with the name of the designated contact point or contact points and the contact details of the relevant officials.

3. The Parties shall notify each other promptly of any changes of their contact points or to the details of the relevant officials.

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

Chapter 8. TRADE REMEDIES

Article 8.1. Global Safeguard Measures

1. The Parties maintain their rights and obligations under Article XIX of GATT 1994 and the Safeguards Agreement.

2. Actions taken pursuant to Article XIX of GATT 1994 and the Safeguards Agreement shall not be subject to Chapter 12 (Dispute Settlement).

3. On request of a Party, the other Party shall promptly notify the requesting Party of the initiation of any global safeguard investigation and the reasons for such initiation. Such notification shall be made no later than seven days after such request.

Article 8.2. Antidumping and Countervailing Duty Matters

1. The Parties maintain their rights and obligations under the Agreement on Implementation of Article VI of the GATT 1994 and the Agreement on Subsidies and Countervailing Measures, which are parts of the WTO Agreement.

2. Antidumping actions taken pursuant to Article VI of GATT 1994 and the Agreement on Implementation of Article VI of the GATT 1994 or countervailing actions taken pursuant to Article VI of GATT 1994 and the Agreement on Subsidies and Countervailing Measures shall not be subject to Chapter 12 (Dispute Settlement).

Chapter 9. COOPERATION

Article 9.1. Basic Principles

1. The Parties shall, in accordance with their respective laws and regulations, promote cooperation under this Agreement for their mutual benefit in order to facilitate trade and investment between them and to promote the well-being of the people of both countries.

2. For this purpose, the Parties shall, where necessary and appropriate, encourage and facilitate cooperation between entities such as business communities, including micro, small and medium enterprises and academia.

Article 9.2. General Objectives

1. The Parties agree to establish a framework for collaborative activities as a means to expand and enhance the benefits of this Agreement for building a comprehensive economic partnership.

2. The Parties shall establish close cooperation aimed, inter alia, at:

(a) strengthening and building on existing and new form of cooperative relationships between the Parties, with special

emphasis on promoting economic and social development, fostering innovation and encouraging research and development;

(b) creating new opportunities for trade and investment;

(c) supporting the role of the private sector in promoting and building strategic alliances to encourage mutual economic growth and development;

(d) encouraging the presence of the Parties and their goods and services in their respective markets of Asia Pacific and Latin America; and

(e) increasing the level of and deepening cooperation activities between the Parties in areas of mutual interest.

Article 9.3. Scope

1. The Parties reaffirm the importance of all forms of cooperation, including, but not limited to, the fields enlisted in Article 9.4.

2. Cooperation between the Parties should contribute to achieving the objectives of the Agreement through the identification and development of innovative cooperation programs capable of providing added value to the bilateral relationship.

3. Cooperative activities shall be agreed between the Parties and may be materialised though not limited by the forms enlisted in Article 9.10.

4. Cooperative activities between the Parties set out in other Chapters of this Agreement may complement cooperation between the Parties under this Chapter.

Article 9.4. Fields of Cooperation

Fields of cooperation under this Chapter shall include:

(a) trade and investment promotion and facilitation;

(b) science, innovation, research and development;

(c) agriculture, fisheries, marine products and aquaculture, food industry and forestry;

(d) mining and mining related industry;

(e) energy;

(f) small and medium-sized enterprises;

(g) tourism;

(h) education and human capital development;

(i) trade-related gender issues;

(j) logistics and international transportation;

(k) competition policy;

(l) information and communication technology;

(m) global value chains;

(n) trade-related environmental issues;

(o) trade-related labour issues;

(p) government procurement,

(q) intellectual property;

(r) trade-related strategic industries;

(s) sanitary and phytosanitary measures,

(t) technical barriers to trade measures,

(u) development of sustainable products; and

(v) other fields which may be mutually agreed upon by the Parties.

Article 9.5. Cooperation on Environmental Issues

1. Recognising the importance of strengthening capacity to promote sustainable development with their three interdependent and mutually reinforcing components, which are economic growth, social development and environmental protection, the Parties agree to cooperate in the field of environment.

2. The Parties reaffirm their intention to continue to pursue high levels of environmental protection and to fulfil their respective multilateral environment commitments. Accordingly, a Party shall effectively enforce its environmental laws and not weaken or reduce levels of environmental protection with the sole intention to encourage investment or to seek or to enhance a competitive trade advantage of producers or service providers operating in its territory.

3 Each Party shall respect the other Party's sovereign right to set, administer and enforce their own environmental laws and regulations, policies and national priorities, and shall ensure that its environmental laws, regulations and policies not be used for trade protectionist purposes.

4. The Parties shall endeavour to have their environmental laws, regulations, and policies in harmony with their commitments under Multilateral Environmental Agreements to which the Parties are party.

5. The Parties agree to cooperate in the field of environment. The aim of cooperation shall be the prevention or reduction of contamination, and degradation of ecosystems and natural resources, and rational use of the latter, through developing and endorsing special programs and projects dealing, inter alia, with the transfer of knowledge and technology.

6. Taking into account their national priorities and available resources, the Parties shall explore and jointly decide areas of cooperation of mutual interest and benefit. These areas may include, but are not limited to:

(a) climate change;

(b) biodiversity and conservation of natural resources;

(c) management of hazardous chemicals;

(d) air quality;

(e) water management;

(f) waste management;

(g) marine and coastal ecological conservation and pollution control;

(h) strategic environmental impact assessment;

(i) improvement of environmental awareness, including environmental education and informed public participation;

(j) combating Illegal, Unregulated and Unreported Fishing;

(k) sustainable products;

(l) promote sustainable forest management and trade in legally obtained forest products; and

(m) promotion of sustainable agriculture practices.

7. The Parties may develop new areas of cooperation through existing agreements and through appropriate implementing arrangements.

Article 9.6. Cooperation on Labour Issues

1. The Parties share the common general objective that free trade liberalisation and investment facilitation should lead to job creation, decent work and meaningful jobs for workers, with terms and conditions of employment which follow the core

International Labour Organisation (ILO) labour principles. Accordingly, the Parties agree to cooperate in the field of labour.

2, The Parties reaffirm their obligations as members of ILO, especially their commitment to the principles of the ILO Declaration on Fundamental Principles and Rights at Work and its follow-up and shall work to ensure that its labour laws, regulations, policies and practices are in harmony with their international labour commitments.

3. Each Party shall respect the sovereign right of the other Party to set, administer and enforce their own labour laws and regulations, policies and national priorities and ensure that its labour laws, regulations, and policies shall not be used for trade protectionist purposes.

4. The Parties shall not seek to encourage or gain trade advantage by weakening of failing to enforce or administer its labour laws, regulations, and policies in a manner affecting trade between the Parties.

5. Taking into account of their national priorities and available resources, the Parties shall explore and jointly decide areas of cooperation of mutual interest and benefit. These areas may include, but not limited to:

(a) labour laws and practices, including the promotion of labour rights, obligations and decent work;

(b) labour consultation, exchange of information and best practices on labour relations policies and labour management cooperation;

(c) social security; and occupational safety and health;

(d) human capital development, training, and employability; and

(e) experiences on the linkage between trade and labour and employment issues.

Article 9.7. Cooperation on Government Procurement

1. The Parties recognise the importance of government procurement to their economies.

2. The Parties shall cooperate on government procurement-related matters in areas of mutual interest and benefit.

3. In order to improve transparency, the Parties shall have their respective laws and regulations regarding government procurement available.

4. The Parties shall, subject to their respective laws and regulations, exchange information, to the extent possible, on their respective laws and regulations on government procurement, as well as any reforms to their existing government procurement regimes.

5. The provision of this Article may be reviewed in the Commission, with a view of enhancing the transparency and cooperation mechanisms under this Article.

Article 9.8. Cooperation on Intellectual Property Issues

1. The Parties agree that any intellectual property resulting from the cooperation activities done in accordance with this chapter shall be regulated under mutually agreed terms in each activity.

2. At a minimum, the terms regulated in each cooperation activity, which shall include ownership, commercial and non-commercial use, royalties and licensing of intellectual property.

Article 9.9. Cooperation on Global Value Chains

The Parties shall establish cooperation on:

(a) exchanging knowledge and exploring trade policy strategies aimed at deepening the integration of Chile and Indonesia into global value chains; and

(b) sharing knowledge and experiences regarding the interaction of trade policy with other public policies, in the development of strategies for the engagement in global value chains, aiming to achieve long-term economic development for the Parties, considering all stakeholders, including the private sector.

Article 9.10. Forms of Cooperation

1. Parties shall encourage and facilitate, as mutually agreed, the following forms of cooperation, which may include, but are not limited to:

(a) exchange of people, information, documentation and experiences;

(b) cooperation in regional and multilateral fora;

(c) direct cooperative activities;

(d) contact with business communities, scientists and academia;

(e) technical assistance;

(f) dialogues, conferences, seminars and training programs with experts;

(g) development of joint research programs;

(h) facilitation of transfer of technology; and

(i) any other activities mutually agreed by the Parties.

Article 9.11. Research, Development and Innovation

Cooperation in research, development and innovation shall focus on cooperative activities in sectors where mutual and complementary interests exist. If appropriate, the Parties shall also promote partnerships in the support of the development of innovative products and services and activities to promote linkage, innovation and technology exchange.

Article 9.12. Committee on Cooperation

1. For the purposes of this Agreement, the Parties hereby establish a Committee on Cooperation (Committee), which shall comprise representatives of each Party.

2. The Committee shall be coordinated and co-chaired by:

(a) for Indonesia, the Deputy of International Economic Cooperation of the Coordinating Ministry for Economic Affairs, or its successor: and

(b) for Chile, the General Directorate for International Economic Affairs (DIRECON) of the Ministry of Foreign Affairs, or its successor.

3. The Committee shall meet at least once a year, unless the Parties agree otherwise. During the first meeting, the Committee shall agree on its specific terms of reference. The Committee shall determine its functions in its terms of reference, which may include to:

(a) determine other fields of cooperation and the cooperative activities;

(b) oversee the implementation of the strategic collaboration agreed by the Parties;

(c) encourage the Parties to undertake cooperation activities under this Chapter;

(d) maintain updated information regarding any cooperation agreement, arrangement or instrument between the Parties;

(e) review and monitor the implementation and operation of this Chapter;

(f) exchange information on the field of cooperation; and

(g) report to the Commission the results of its meetings.

4. The Committee may agree to establish ad hoc working groups in accordance with its terms of reference.

5. The Committee may interact, where appropriate, with the relevant entities to address specific matters.

6. After each meeting, the Committee shall report its results to the Commission. Consequently, the Commission may formulate recommendations regarding cooperation activities under this Chapter in accordance with the strategic priorities of the Parties.

Article 9.13. Costs of Cooperation

1. The implementation of cooperation under this Chapter shall be subject to the availability of funds and the respective laws and regulations of each Party.

2. Costs of cooperation under this Chapter shall be borne by the Parties within the limits of their own capacities and through their own channels, in an equitable manner to be mutually agreed upon between the Parties.

Article 9.14. Cooperation Contact Points

1. In order to facilitate communication for the purposes of this Chapter, each Party shall designate a contact point.

2. The Contact Point for each Party shall be:

(a) for Indonesia, the Deputy of International Economic Cooperation of the Coordinating Ministry for Economic Affairs, or its successor; and

(b) for Chile, the General Directorate for International Economic Affairs (DIRECON) of the Ministry of Foreign Affairs, or its successor.

3. A Party may make a request for cooperation activities related to this Agreement.

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

Article 9.15. Non-Application of Dispute Settlement

The dispute settlement procedure provided for in Chapter 12 (Dispute Settlement) shall not apply to this Chapter.

Chapter 10. TRANSPARENCY

Article 10.1. Definitions

For the purposes of this Chapter:

administrative ruling of general application means an administrative ruling or interpretation that applies to all persons and factual situations that fall generally within its ambit and that establishes a norm of conduct, but does not include:

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

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

Article 10.2. Contact Points

1. The contact point referred to in Annex 10-A_ shall facilitate communications between the Parties on any matter covered by this Agreement.

2. On request of a Party, the contact point of the other Party shall identify the office or official responsible for the matter and assist, as necessary, in facilitating communication with the requesting Party.

Article 10.3. Publication

1. Each Party shall ensure, that its laws, regulations, procedures and administrative rulings of general application respecting any matter covered by this Agreement are promptly published, wherever possible electronically, including on the internet if feasible, or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.

2. Subject to its laws and regulations, each Party shall:

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

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

Article 10.4. Provision of Information

1. If a Party considers that any proposed or actual measure may materially affect the operation of this Agreement or otherwise substantially affect the other Party's interests under this Agreement, it shall, to the extent possible and subject to its laws and regulations, inform the other Party of the proposed or actual measure.

2. On request of a Party, the other Party shall provide information and respond to questions pertaining to any proposed or actual measure referred to in paragraph 1 that the requesting Party considers may materially affect the operation of this Agreement, regardless whether or not the requesting Party has been previously informed of that measure.

3. A Party may convey any request or provide information under this Article to the other Party through their contact points.

4. Any information provided under this Article shall be without prejudice as to whether the measure in question is consistent with this Agreement.

Article 10.5. Administrative Proceedings

With a view to administering its measures referred to in Article 10.3, ina consistent, impartial and reasonable manner, each Party shall ensure that in its administrative proceedings in which these measures are applied to particular persons or goods of the other Party in specific cases that it:

(a) provides, wherever possible, reasonable notice, in accordance with its domestic procedures, to persons of the other Party that are directly affected by a proceeding, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated, and a general description of any issues in question;

(b) affords such persons a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative action, when the nature of the proceeding, the public interest and time permit; and

(c) follows its procedures in accordance with its laws and regulations.

Article 10.6. Review and Appeal

1. Each Party shall establish or maintain judicial, quasi-judicial, or administrative tribunals or procedures for the purpose of the prompt review and, if warranted, correction of final administrative actions regarding matters covered by this Agreement. Such tribunals shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceeding are provided with the right to:

(a) a reasonable opportunity to support or defend their respective positions; and

(b) a decision based on the evidence and submissions of record or, if required by its laws and regulations, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or further review as provided in its laws and regulations, that such decisions shall be implemented by, and shall govern the practice of, the office or authority with respect to the administrative action that is the subject of the decision.

Annex 10-A. CONTACT POINTS

For the purposes of Article 10.2.1, the contact points shall be:

(a) for Indonesia, the Directorate of Export and Import Facilitation, Directorate General of Foreign Trade, Ministry of Trade, or its successor; and

(b) for Chile, the Asia and Oceania Department of the General Directorate of International Economic Affairs (DIRECON), Ministry of Foreign Affairs, or its successor.

Chapter 11. ADMINISTRATION

Article 11.1. IC-CEPA Joint Commission

1. The Parties hereby establish the IC-CEPA Joint Commission (Commission).

2. The Commission shall comprise relevant government officials of each Party and be co-chaired by:

(a) for Indonesia, the Director-General of International Trade Negotiations of the Ministry of Trade of Indonesia or its designee; and

(b) for Chile, the Director-General of International Economic Affairs of the Ministry of Foreign Affairs of Chile or its designee, or their respective successors.

3. The Commission shall:

(a) consider any matter relating to the implementation or operation of this Agreement;

(b) review, consider and, as appropriate, decide on specific matters related to the operation or implementation of this Agreement, including matters reported by committees established under this Agreement;

(c) review this Agreement, in accordance with Article 14.5 (General Review of the Agreement);

(d) supervise and coordinate the work of committees established under this Agreement; and

(e) take such other actions as the Parties may agree.

4. The Commission may (6):

(a) establish any committee or sub-committee, as the Commission deems appropriate for the implementation or operation of this Agreement;

(b) refer matters and delegate responsibilities to any committee or sub-committee;

(c) consider and adopt any matter relating to:

(i) the Schedules attached to Annex 3-A (Elimination of Customs Duties); and

(ii) the rules of origin established in Annex 4-A (Product Specific Rules);

(d) add or remove, on request of a Party, geographical indications listed under Annex 3.10-A (Chile's Geographical Indications and Appellations of Origin) and Annex 3.10-B (Indonesia's Geographical Indications and Appellations of Origin);

(e) as appropriate, issue interpretations of the provisions of this Agreement, which shall be agreed in writing; and

(f) seek the advice of any person or group as the Commission deems appropriate on matters covered by this Agreement.

(6) Chile shall implement any matter or action adopted by the Commission through acuerdos de ejecución (executive agreements), in accordance with article 54 N°1, paragraph 4 of the Constitución Política de la República de Chile (Political Constitution of the Republic of Chile).

Article 11.2. Procedures of the Commission

1. The Commission shall convene at least once a year in regular session. The Commission shall meet alternately in the territory of each Party, unless the Parties agree otherwise.

2. The Commission shall also meet in special session within 30 days of the request of a Party, with such sessions to be held in the territory of the other Party or at such location as may be agreed by the Parties.

3. All decisions of the Commission shall be taken by mutual agreement.

4. The Commission shall establish its rules and procedures.

Chapter 12. DISPUTE SETTLEMENT

Article 12.1. Scope

Except as otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties concerning the implementation, interpretation or application of this Agreement, which includes wherever a Party considers that:

(a) a measure of the other Party is inconsistent with its obligations under this Agreement; or

(b) the other Party has otherwise failed to carry out its obligations under this Agreement.

Article 12.2. Definitions

For the purposes of this Chapter, the following definitions shall apply, unless the context provides otherwise:

Complaining Party means a Party that requests the establishment of an arbitral panel under Article 12.7;

Consulting Party means a Party that requests consultations under Article 12.5;

perishable goods mean goods that rapidly decay due to their natural characteristics, in particular in the absence of appropriate storage conditions; and

Responding Party means a Party that has been complained against under Article 12.7.

Article 12.3. General Provisions

1. A panel established under this Chapter shall interpret this Agreement in accordance with the customary rules of treaty interpretation of public international law. With respect to any provision of the WTO Agreement that has been incorporated into this Agreement, the panel shall also consider relevant interpretations in reports of WTO panels and the Appellate Body adopted by the WTO Dispute Settlement Body.

2. All notifications, requests and replies made pursuant to this Chapter shall be in writing.

3. The Parties are encouraged at every stage of a dispute to make every effort to reach a mutually agreed solution to the dispute.

4. Any timeframe provided for in this Chapter may be modified by agreement between the Parties.

Article 12.4. Choice of Forum

1. If a dispute regarding any matter arises under this Agreement and under another international trade agreement to which the Parties are party or the WTO Agreement, the Complaining Party may select the dispute settlement procedure in which to settle the dispute.

2. Once the Complaining Party has requested a panel under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of the others.

3. For the purposes of this Article, the Complaining Party shall be deemed to have selected a forum in which to settle the dispute when it has requested the establishment of an arbitral panel pursuant to Article 12.7 or requested the establishment of, or referred a matter to, a similar dispute settlement panel or arbitral tribunal under another international trade agreement.

Article 12.5. Consultations

1. The Consulting Party may request in writing consultations to the other Party with respect to any matter described in Article 12.1, including any matter relating to a measure that the other Party proposes to take (proposed measure). (7) The other Party shall accord due consideration to a request of consultation made by the Consulting Party and shall accord adequate opportunity for such consultations.

2. The Consulting Party shall deliver the request to the other Party, setting out the reasons for the request, including identification of the measure at issue and an indication of the legal basis for the complaint, and providing sufficient information to enable an examination of the matter.

3. The Parties shall make every effort to arrive at a mutually satisfactory resolution of the matter through consultations under this Article.

4. In consultations under this Article, a Party may request the other Party to make available personnel of its government agencies or other regulatory bodies who have expertise in the matter subject to consultations.

5. The consultations under this Article shall be confidential and without prejudice to the rights of either Party in any further proceedings.

(7) For greater certainty, the establishment of an arbitral panel shall not be requested on any matter relating to a proposed measure.

Article 12.6. Good Offices, Conciliation and Mediation

1. The Parties may at any time agree to voluntarily undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation. Procedures for such alternative methods of dispute resolution may begin at any time and may be terminated at any time by either Party.

2. lf the Parties agree, such procedures referred to in paragraph 1 may continue while the matter is being examined by a panel established or reconvened under this Chapter.

3: Proceedings involving such procedures referred to in paragraph 1, and positions taken by the Parties during these proceedings, shall be confidential and without prejudice to the rights of either Party in any further or other proceedings.

Article 12.7. Establishment of Arbitral Panels

1. The Complaining Party that requested consultations under Article 12.5 may request in writing the establishment of an arbitral panel, if the Parties fail to resolve the matter within:

(a) 60 days after the date of receipt of the request for consultations under Article 12.5.1; or

(b) 30 days after the date of receipt of the request for consultations under Article 12.5.1 in cases of urgency, including those which concern perishable goods.

2. The establishment of an arbitral panel shall not be requested on any matter relating to a proposed measure.

3. Any request to establish an arbitral panel pursuant to this Article shall identify:

(a) the specific measure at issue;

(b) the legal basis of the complaint, including any provision of this Agreement alleged to have been breached and any other relevant provision; and

(c) the factual basis for the complaint.

4. The arbitral panel shall be established and perform its functions in a manner consistent with the provisions of this Chapter.

5. The date of the establishment of an arbitral panel shall be the date on which the chair is appointed.

Article 12.8. Terms of Reference of Arbitral Panels

Unless the Parties agree otherwise within 20 days from the date of receipt of the request for the establishment of the arbitral panel, the terms of reference of the arbitral panel shall be:

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of an arbitral panel pursuant to Article 12.7, to make findings of law and fact and determinations on whether the measure is not in conformity with the Agreement together with the reasons therefore, and to issue a written report for the resolution of the dispute. The arbitral panel may make recommendations for resolution of the dispute, subject to the agreement between the Parties."

Article 12.9. Composition of Arbitral Panels

1. An arbitral panel shall comprise three panellists. All appointments and nominations of panellists under this Article shall conform fully with the requirements in paragraphs 5 and 6.

2. Each Party shall, within 30 days after the date of receipt of the request for the establishment of an arbitral panel, appoint one panellist who may be its national and propose up to three candidates to serve as the third panellist who shall be the chair of the arbitral panel. The third panellist shall not be a national of either Party, nor have his or her usual place of residence in either Party, nor be employed by either Party, nor have dealt with the dispute in any capacity.

3. The Parties shall agree on and appoint the third panellist within 45 days after the date of receipt of the request for the establishment of an arbitral panel, taking into account the candidates proposed pursuant to paragraph 2.

4. If a Party has not appointed a panellist pursuant to paragraph 2 or if the Parties fail to agree on and appoint the third panellist pursuant to paragraph 3, the panellist or panellists not yet appointed shall be chosen within seven days by lot from the candidates proposed pursuant to paragraph 2.

5. All panellists shall:

(a) have expertise or experience in law, international trade or other matters covered by this Agreement;

(b) be chosen strictly on the basis of objectivity, reliability and sound judgment;

(c) be independent of, and not be affiliated with or receive instructions from, the government of either Party; and

(d) comply with a code of conduct, to be provided in the Rules of Procedure referred to in Article 12.17.

6 Panellists shall serve in their individual capacities and not as government representatives, nor as representatives of any organisation. The Parties shall not give them instructions nor seek to influence them as individuals with regard to matters before an arbitral panel.

7. If a panellist appointed under this Article is incapacitated, becomes unable to act or resigns, a successor shall be appointed within 15 days in accordance with the appointment procedure provided for in paragraphs 2, 3 and 4, which shall be applied, respectively, mutatis mutandis. The successor shall have all the powers and duties of the original panellist. The work of the arbitral panel shall be suspended for a period beginning on the date the original panellist is incapacitated, becomes unable to act or resigns. The work of the arbitral panel shall resume on the date the successor is appointed.

Article 12.10. Functions of Panels

1. The arbitral panels shall make an objective assessment of the matter before it, including an objective assessment of:

(a) the facts of the case;

(b) the applicability of and conformity with the provisions of this Agreement that are relevant to the matter before the panel;

(c) whether the measure of the Responding Party is inconsistent with its obligations under this Agreement; and

(d) whether the Responding Party has otherwise failed to carry out its obligations under this Agreement.

2. The arbitral panel shall make the findings, determinations, and, if applicable, recommendations as referred to in the Terms of Reference and necessary for the resolution of the dispute.

3. The arbitral panel shall make the findings, determinations, and, when applicable, recommendations, in accordance with this Agreement.

4. The arbitral panel shall make its findings, determinations, and, when applicable, recommendations, including its report, by consensus. If a panel is unable to reach consensus, it may make its findings, determinations, and, when applicable, recommendations, including its report, by majority vote.

Article 12.11. Proceedings of Arbitral Panels

1. The arbitral panels shall meet in closed session. The meetings of the arbitral panels with the Parties shall be closed to the public, unless the Parties agree otherwise. The arbitral panels shall hold their hearings in closed session, unless the Parties agree otherwise.

2. The arbitral panels established under this Chapter shall, after consulting the Parties, set out their respective timeframes, including precise deadlines for submissions by the Parties, in accordance with the Rules of Procedure referred to in Article 12.17.

3. The Parties shall have the opportunity to provide at least one written submission to set out the facts, arguments and

counter-arguments, and to attend any of the presentations, statements or rebuttals in the proceedings. All information or written submissions submitted by a Party to the arbitral panels, including any comments on the draft report and responses to questions put by the arbitral panels, shall be made available to the other Party.

4. The arbitral panels should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually satisfactory resolution.

5. After notifying the Parties, and subject to such terms and conditions as the Parties may agree, if any, within 10 days, the arbitral panels may seek information from any relevant source and may consult experts to obtain their opinion or advice on certain aspects of the matter. The arbitral panels shall provide the Parties with a copy of any advice or opinion obtained and an opportunity to provide comments.

6. The deliberations of the arbitral panels and the documents submitted to them shall be kept confidential. The Parties shall be present only when invited by the arbitral panels to appear before them. There shall be no ex parte communications with the arbitral panels concerning matters under consideration by them.

7. Notwithstanding paragraph 6, either Party may make public statements as to its views regarding the dispute, but shall treat as confidential, the information and written submissions submitted by the other Party to the arbitral panel which that other Party has designated as confidential. If a Party has provided information or written submissions designated to be confidential, that confidential summary of the information or written submissions which may be disclosed publicly.

8. Each Party shall bear the cost of its appointed panellist at its own expenses. The cost of the chair of an arbitral panel and other expenses associated with the conduct of the proceedings shall be borne by the Parties in equal shares.

9. Before the arbitral panel presents its final report, if the Parties agree, the arbitral panel may at any stage of the proceedings propose the Parties that the dispute be settled amicably.

Article 12.12. Suspension or Termination of Proceedings

1. The Parties may agree that the arbitral panel suspend its work at any time for a period not exceeding 12 consecutive months from the date of such agreement. In the event of such a suspension, the timeframes set out in paragraphs 2 and 6 of Article 12.13 and paragraph 7 of Article 12.16 shall be extended by the amount of time that the work was suspended. If the work of the arbitral panel has been suspended for more than 12 consecutive months, the authority for establishment of the arbitral panel shall lapse unless the Parties agree otherwise.

2. The Parties may agree to terminate the proceedings of the arbitral panel by jointly notifying the chair of the arbitral panel at any time before the issuance of the report to the Parties.

Article 12.13. Report

1. The draft and final reports of the arbitral panel shall be drafted without the presence of the Parties. The arbitral panel shall base its reports on the relevant provisions of this Agreement and the submissions and arguments of the Parties, and may take into account any other relevant information provided to it.

2. The arbitral panel! shall, within 180 days, or within 60 days in cases of urgency, including those which concern perishable goods, after the date of its establishment, submit to the Parties its draft report. The arbitral panel shall provide the draft report no later than 30 days before the deadline for completion of the final report. The arbitral panel shall accord adequate opportunity to the Parties to review the entirety of the draft report and shall include a discussion of any comments made by the Parties in the final report.

3. The panel shall set out in the draft and final reports:

(a) a descriptive section summarising the arguments of the Parties;

(b) its findings on the facts of the case and on the applicability of the provisions of this Agreement;

(c) any other finding that the arbitral panel considers relevant to the matter;

(d) its determination on whether the measure is not in conformity with this Agreement;

(e) if agreed by the Parties, its recommendations for the resolution of the dispute; and

(f) its reasons for its findings and determination in subparagraphs (b), (c), (d), and, if applicable, (e).

4. When the arbitral panel considers that it cannot submit the draft report within the timeframe provided for under paragraph 2, it may extend that timeframe with the consent of the Parties.

5. After considering any written comments on the draft report, the arbitral panel may reconsider the draft report and make any further assessment it considers appropriate.

6. The arbitral panel shall submit the final report to the Parties no later than 30 days after the date of submission of the draft report. Opinions expressed in the reports by the panellists shall be anonymous. Subject to the agreement between the Parties, the reports shall include any separate opinions on matters not unanimously agreed, not disclosing which panellists are associated with majority or minority opinions.

7. The findings, determinations and, if applicable, any recommendations of the arbitral panel cannot add to or diminish the rights and obligations of the Parties provided in this Agreement.

8. The final report shall be available to the public within 30 days of the date of issuance, subject to the requirement to protect confidential information.

9. The final report shall be final and binding on the Parties.

Article 12.14. Implementation of the Report

1. Unless the Parties agree otherwise, the Responding Party shall eliminate the non-conformity with this Agreement, as determined in the final report, immediately, or if this is not practicable, within a reasonable period of time.

2. If a reasonable period of time is required, it shall, whenever possible, be agreed between the Parties. If the Parties are unable to agree on the reasonable period of time within 45 days of the date of issuance of the final report to the Parties, either Party may request an arbitral panel as provided for in Article 12.16.7 to determine the reasonable period of time. Unless the Parties agree otherwise, such request shall be made no later than 120 days after the date of the issuance of the final report.

3. Any other detailed provision on this Article shall be provided for under the Rules of Procedure referred to in Article 12.17.

Article 12.15. Compliance Review

If there is disagreement between the Parties as to whether the Responding Party eliminated the non-conformity with this Agreement as determined in the final report, within the reasonable period of time pursuant to Article 12.14, either Party may refer the matter to an arbitral panel (8) as provided for in Article 12.16.7. Any detailed provisions related to the compliance review arbitral pane! shall be provided under the Rules of Procedure referred to in Article 12.17.

(8) Consultations under Article 12.5 are not required for these procedures.

Article 12.16. Non-Implementation - Compensation and Suspension of Concessions or other Obligations

1. If the Responding Party notifies the Complaining Party that it is impracticable, or the arbitral panel to which the matter is referred pursuant to Article 12.15 confirms that the Responding Party failed to eliminate the non-conformity with this Agreement as determined in the final report within the reasonable period of time as determined pursuant to Article 12.14.2, the Responding Party shall, if so requested, enter into negotiations with the Complaining Party with a view to reach a mutually acceptable compensation.

2. If there is no agreement on acceptable compensation within 30 days of the date of receipt of the request mentioned in paragraph 1, the Complaining Party may suspend the application of concessions or other obligations under this Agreement to the Responding Party, after giving notification of such suspension 30 days in advance. Such notification may only be given 20 days after the date of receipt of the request mentioned in paragraph 1.

3. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 shall be temporary measures. Neither compensation nor suspension is preferred to full elimination of the non-conformity with this Agreement as determined in the final report. The suspension shall only be applied until such time as the non-conformity is fully eliminated, or a mutually satisfactory solution is reached.

4. In considering what concessions or other obligations to suspend pursuant to paragraph 2:

(a) the Complaining Party should first seek to suspend concessions or other obligations with respect to the same sector(s) as that in which the final report referred to in Article 12.13 has found a failure to comply with the obligations under this Agreement; and

(b) if the Complaining Party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector(s), it may suspend concessions or other obligations with respect to other sectors. The notification of such suspension pursuant to paragraph 2 shall indicate the reasons on which it is based.

5. The level of suspension referred to in paragraph 2 shall be equivalent to the level of the nullification or impairment.

6. If the Responding Party considers that the requirements for the suspension of concessions or other obligations by the Complaining Party set out in paragraphs 2, 3, 4 or 5 have not been met, it may refer the matter to an arbitral panel.

7. The arbitral panel that is established for the purposes of this Article or Article 12.14 shall have, wherever possible, as its panellists, the panellists of the original arbitral panel. If this is not possible, then the panellists to the arbitral panel that is established for the purposes of this Article or Article 12.14 shall be appointed pursuant to Article 12.9. The arbitral panel established under this Article or Article 12.14 shall issue its report within 60 days of the date when the matter is referred to it. When the arbitral panel considers that it cannot issue its report within the aforementioned 60 days period, it may extend that period for a maximum of 30 days with the consent of the Parties. The report shall be available to the public within 15 days of the date of issuance, subject to the requirement to protect confidential information. The report shall be final and binding on the Parties.

Article 12.17. Rules of Procedure

The Commission shall adopt the Rules of Procedure which provide for the details of the rules and procedures of the arbitral panels established under this Chapter, upon the entry into force of this Agreement. Unless the Parties agree otherwise, the arbitral panel shall follow the Rules of Procedure adopted by the Commission and may, after consulting the Parties, adopt additional rules of procedure not inconsistent with the Rules of Procedure adopted by the Commission.

Article 12.18. Application and Modification of Rules and Procedures

Any timeframe or other rules and procedures for the arbitral panels in accordance with this Chapter, including the Rules of Procedure referred to in Article 12.17, may be modified by mutual consent of the Parties. The Parties may also agree at any time not to apply any provision of this Chapter.

Chapter 13. EXCEPTIONS

Article 13.1. General Exceptions

1. For the purposes of Chapter 3 (Trade in Goods), Chapter 4 (Rules of Origin), Chapter 5 (Customs Procedures and Cooperation), Chapter 6 (Sanitary and Phytosanitary Measures) and Chapter 7 (Technical Barriers to Trade), Article XX of GATT 1994 and its interpretative notes are incorporated into and made part of this Agreement, mutatis mutandis. The Parties understand that the measures referred to in Article XX(b) of GATT 1994 include environmental measures necessary to protect human, animal, or plant life or health, and that Article XX(g) of GATT 1994 applies to measures relating to the conservation of living and non-living exhaustible natural resources.

2. Nothing in this Agreement shall be construed to prevent a Party from taking action authorised by the WTO Dispute Settlement Body. A Party taking such action shall inform the Commission to the fullest extent possible of measures taken and of their termination.

Article 13.2. Security Exceptions

1. Nothing In this Agreement shall be construed:

(a) to require a Party to furnish any information the disclosure of which it considers contrary to its essential security interests;

(b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests:

(i) relating to fissionable materials or the materials from which they are derived;

(ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials, or relating to the supply of services, as carried on directly or indirectly for the purpose of supplying or provisioning a military establishment; or

(iii) taken in time of war or other emergency in international relations; or

(c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

2. A Party taking action under paragraphs 1 (b) and (c) shall inform the Commission to the fullest extent possible of measures taken and of their termination.

Article 13.3. Taxation Measures

1. For the purposes of this Article:

designated authorities means:

(a) in the case of Indonesia, the Minister of Finance or his or her authorised representative;

(b) in the case of Chile, the Minister of Finance (Ministro de Hacienda) or an authorised representative of the Minister;

tax convention means a convention for the avoidance of double taxation or other international taxation agreement or arrangement to which the Parties are party; and

taxes and taxation measures include excise duties, but do not include:

(a) a customs duty as defined in Article 2.1 (Definitions of General Application), or

(b) the measures listed in exceptions (b) and (c) of that definition.

2. Except as provided in this Article, nothing in this Agreement shall apply to taxation measures.

3. The provisions of this Agreement shall apply to taxation measures only to the same extent as does Article II! of the GATT 1994.

4. Nothing in this Agreement shall affect the rights and obligations of any Party under any tax convention. In the event of any Inconsistency between this Agreement and any such tax convention that convention shall prevail to the extent of the inconsistency.

5. In the case of a tax convention between the Parties, if an issue arises as to whether any inconsistency exists between this Agreement and the tax convention, the issue shall be referred to the designated authorities of this Article. Those designated authorities shall determine the existence and the extent of such inconsistency. A determination made under this paragraph by the designated authorities shall be binding.

Article 13.4. Balance-of-Payments Measures on Trade In Goods

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

2. Any measure taken for balance-of-payments purposes shall be in accordance with that Party's rights and obligations under GATT 1994, including the Understanding on the Balance-of-Payments Provisions of GATT 1994. A Party shall publish or notify to the other Party of any restrictive measures adopted or maintained, or any changes therein, to the extent that it does not duplicate the process under the WTO and the International Monetary Fund.

3. Nothing in this Chapter shall be regarded as altering the rights enjoyed and obligations undertaken by a Party as a party to the Articles of the Agreement of the International Monetary Fund, as may be amended.

Article 13.5. Disclosure of Information

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

2. Nothing in this Agreement shall be construed as requiring a Party to furnish or allow access to confidential information the disclosure of which would impede law enforcement or otherwise be contrary to the public interest or which would

prejudice the legitimate commercial interests of particular enterprises, public or private.

Chapter 14. FINAL PROVISIONS

Article 14.1. Annexes and Footnotes

The Annexes and footnotes to this Agreement shall constitute an integral part of this Agreement.

Article 14.2. Amendments

1. The Parties may agree, in writing, to amend this Agreement.

2. Such amendment shall constitute an integral part of this Agreement and shall enter into force 60 days after the date of the last written notification of the completion of domestic legal procedures or such other period as the Parties may agree.

Article 14.3. Amendment of the WTO Agreement

Unless otherwise provided in this Agreement, if any provision of the WTO Agreement that the Parties have referred to or incorporated into this Agreement is amended, the Parties shall consult on whether to amend this Agreement.

Article 14.4. Entry Into Force and Termination

1. This Agreement shall enter into force 60 days after the date of exchange of instruments of ratification by the Parties, subject to the completion of the necessary domestic legal procedures of each Party. It shall remain in force unless terminated as provided for in paragraph 2 of this Article.

2: Either Party may terminate this Agreement by written notification to the other. Party. This Agreement shall expire 180 days after the date of such notification.

Article 14.5. General Review of the Agreement

The Parties shall undertake a general review of this Agreement in the third year following the date of entry into force of this Agreement and every three years thereafter, unless agreed otherwise by the Parties.

Article 14.6. Future Work Program

1. Unless agreed otherwise by the Parties, they shall negotiate trade in services and investment after the entry into force of this Agreement.

2. The result of the negotiations referred to in paragraph 1 shall form an integral part of this Agreement.

Article 14.7. Authentic Texts

This Agreement is done in duplicate in the Indonesian, Spanish and English languages. All texts of this Agreement shall be equally authentic. In the event of any divergence between those texts, the English text shall prevail.

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

DONE at Santiago, Chile, in duplicate, this fourteenth day of December in the year two thousand and seventeen.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

ENGGARTIASTO LUKITA

Minister of Trade

FOR THE GOVERNMENT OF THE REPUBLIC OF CHILE

HERALDO MUÑOZ

Minister of Foreign Affairs

PROTOCOL TO AMEND THE COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHILE AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA FOR THE INCORPORATION OF PROVISIONS ON TRADE IN SERVICES

PREAMBLE

The Government of the Republic of Chile and the Government of the Republic of Indonesia, hereinafter individually referred to as a "Party" or collectively referred to as the "Parties";

Recalling the Comprehensive Economic Partnership Agreement between the Government of the Republic of Chile and the Government of the Republic of Indonesia signed in Santia o, Chile, on 14 December 2017 (the Agreement);

Referring to Articles 14.2 (Amendments) and 14.6 (Future Work Program) of the Agreement; and

Seeking to incorporate into the Agreement a Chapter on Trade in Services, including an Annex on Professional Services, as well as a Chapter on Movement of Natural Persons, and confident that the incorporation of these Chapters will strengthen the economic partnership between the Parties and support global economic integration.

Have agreed as follows:

PART I

PREAMBLE, INITIAL PROVISIONS AND GENERAL DEFINITIONS

1. The Preamble of the Agreement shall be amended by inserting the following recital:

"Pursuing to facilitate expansion of Trade in Services on mutually advantageous basis, under conditions of transparency and progressive liberalisation, while recognising the right of the Part es to regulate trade in services;"

2. Article 1 (Establishment of a Free Trade Area) shall be amended by inserting the expression “and Article V of GATS”, to read as follows:

"Article1.1:Establishment of a Free Trade Area

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

3. Article .1 (Definitions of General Application) shall be amended by inserting the following defintion:

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

PARTIITRADEIN SERVICES

The following Chapter 8A (Trade in Services) with its Annex 8A.10 (Professional Services) shall be incorporated into the Agreement and immediately placed after Chapter 8 (Trade Remedies):

"CHAPTER 8A TRADE IN SERVICES

Article 8A.1:Dfinitions

For the purposes of this Chapter:

aircraft repair nd 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 maintenanc ;

commercial pr sence means any type of business or professional establishment, including, inter lia, through the constitution, acquisition or maintenance of a juridical person, or the c eation or maintenance of branches or representative offices within the territory of a Pa for the purpose of supplying a service;

computer rese ation system services means services provided by computerised systems that con ain information about air carriers' schedules, availability, fares and fare rules, through w ich reservations can be made or tickets may be issued;

juridical perso means any legal entity duly constituted or otherwise organised under applicable law, whether for profit or otherwise, including any corporation, trust, partnership, join venture, sole proprietorship or association;

measures adop d or maintained by a Party means measures adopted or maintained by:

(a) c ntral, regional, or local governments and authorities; and

(b) n n-govemmental bodies in the exercise of powers delegated by central, re ional, or local governments or authorities;

natural person fa Party means a natural person who resides in the territory of a Party and who under t e law of that Party is a national of that Party;

selling and mar eting of air transport services means opportunities for the air carrier concerned to set and market freely its air transport services including all aspects of marketing such s market research, advertising and distribution. These activities do not include the prici g of air transport services or the applicable conditions;

service supplied in the exercise of governmental authority means any service which is supplied neith r on a commercial basis, nor in competition with one or more service suppliers;

service supplier eans any juridical or natural person that supplies a service;

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

trade in services means the supply of a service:

(a) fr m the territory of a Party into the territory of the other Party (mode 1);

.....

(b) the territory of a Party to a person of the other Party (mode 2);

(c) b

t

a service supplier of a Party, through commercial presence in the rritory of the other Party (mode 3); and

(d) b a service supplier of a Party through presence of natural persons in the

t rritory of the other Party (mode 4).

The Part es, reaffirming their respective commitments under the GATS and their commitment to create a better climate for the development of trade as a mean of promoting the conomic growth for both Parties, hereby lay down the necessary arrangements fo the progressive liberalisation of trade in services between the Parties.

Article8A.3:Sope andCoverage

1. This Ch ter shall apply to measures adopted or maintained by a Party affecting trade in services by a service supplier of the other Party, including those related to:

(a)

production, distribution,marketing,saleanddeliveryofaservice;

(c) t access to and use of, in connection with the supply of a service, services

w ich are required by the Parties to be offered to the public generally;

(d) presence in its territory of a service supplier of the other Party; and

(e) provision of a bond or other form of financial security as a condition the supply of a service.

2. This Cha ter shall not apply to:

(a) fi ancial services, as defined in paragraph 5(a) of the GATS Annex on

Fi ancial Services;

(b) g vemment procurement;

(c) se vices supplied in the exercise of governmental authority;

(d) su sidies or grants provided by a Party, including government-supported lo ns, guarantees, and insurance;

(e) a services, including domestic and international air transportation s rvices, whether scheduled or non-scheduled, and related services, other tan:

(i aircraft repair and maintenance services;

(i) the selling and marketing of air transport services; and (i i) computer reservation system (CRS) services;

(f) easures affecting natural persons seeking access to the employment rket of a Party, or measures regarding citizenship, residence or

e ployment on a permanent basis; and

(g) c botage in maritime transport services.

1. With res,ect to market access through the modes of supply identified in Article 8A. I, each Party shall accord to services and service suppliers of the other Party treatment no less favoura le than that provided for under the terms, limitations and conditions agreed and speci 1ed in its Schedule as set out in Annex 8A-A.

2. In sector where market access commitments are undertaken, the measures which a Party shall not maintain or adopt, unless otherwise specified in its Schedule as set out in Annex 8A-A, re defined as:

(a) li itations on the number of services suppliers whether in the form of n merical quotas, monopolies, exclusive service suppliers or the

uirements of an economic needs test;

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

(c) li itations on the total number of service operations or on the total quantity o service output expressed in terms of designated numerical units in the fo m of quotas or the requirement of an economic needs test;10

(d) li itations on the total number ofnatural persons that may be employed in a, articular service sector or that a service supplier may employ and who

9 Nothing in this Article shall be interpreted to impede a Party to adopt or maintain non- discriminatory quanliitative restrictions related to paragraphs 2 (a) and 2 (e).

lO Paragraph

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

a e necessary for, and directly related to, the supply of a specific service i the fonn of numerical quotas or a requirement of an economic needs t t;

(e)

(t)

easures which restrict or require specific types of legal entities or joint v ntures through which a service supplier of the other Party may supply a

rvice; and

li itations on the participation of foreign capital in terms of maximum p rcentage limit on foreign shareholding or the total value of individual or a gregate foreign investment.

Article8A.5:NtionalTreatment

1. In the se tors inscribed in its Schedule as set out in Annex 8A-A, and subject to any conditions a d qualifications set out therein, each Party shall accord to services and service supplier of the other Party, in respect of all measures affecting the supply of services, treatm nt no less favourable than that it accords to its own like services and service suppliers 11

2. A Party ay meet the requirement of paragraph 1 by according to services and service supplier of the other Party, either fonnally identical treatment or formally different treatme t 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 odifies the conditions of competition in favour of services or service suppliers of the arty compared to like services or service suppliers of the other Party.

Article8A.6:AditionalCommitments

A Party ay undertake specific commitments on measures affecting trade in services not subj ct to scheduling under Article 8A.4 and 8A.5. Such commitments are inscribed as addi ional commitments in its Schedule as set out in Annex 8A-A.

Article8A.7:ScedulesofSpecificCommitments

1. The Sche ules of Specific Commitments undertaken by each Party under Article 8A.4, 8A.5 and A.6 are set out in Annex 8A-A. With respect to sectors where such commitments ar undertaken, each Schedule of Specific Commitment shall specify:

11 Specific co mitments assumed under this Article shall not be construed to require any Party to compensate for any inherent competitive disadvantages which result from the foreign character of the relevant services or ervice suppliers.

(a) te s, limitations and conditions on market access;

(b) c nditions and qualifications on national treatment;

(c) u dertakings relating to additional commitments; and

(d) w ere appropriate, the time-frame for implementation of such c mmitments and the date of entry into force of such commitments.

2. Measure inconsistent with both Articles 8A.4 and 8A.5 are inscribed in the column relating o Article 8A.4. In this case, the inscription will be considered to provide a condition or q alification to Article 8A.5 as well.

ArticleSA.8:MdificationofSchedulesof SpecificCommitments

1. Notwiths anding Article 8A.7, if a Party requests a consultation to discuss the possibility of m difying or withdrawing a commitment, and to reach any necessary compensatory ad·ustment, the other Party shall enter into consultation with the requesting Party. The reque ting Party may not modify or withdraw its commitment until the Parties reach an agreem nt on the compensatory adjustment.

2. In achiev ng a compensatory adjustment, the Parties shall ensure that the general level of mutuall advantageous commitment is not less favourable to trade than provided for in the Sched les prior to such negotiations.

3. If the Pa ies concerned are unable to reach an agreement on the compensatory adjustment, the matter shall be resolved in accordance with Chapter 12 (Dispute Settlement). The modifying Party may not modify or withdraw its commitment until it has made compe satory adjustments in conformity with the findings of the arbitral panel.

4. If the mo ifying Party implements its proposed modification or withdrawal and does not comply with the findings of the arbitral panel, the other Party may modify or withdraw substa tially equivalent benefits in conformity with those findings.

Article 8A.9: D mestic 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, objeo ive and impartial manner.

2. Each Part shall maintain or institute, as soon as practicable, judicial, arbitral or administrative tri unals or procedures which provide, at the request ofan affected service supplier, for the prompt review of and, where justified, appropriate remedies for, administrative d cisions affecting trade in services. Where such procedures are not

independent of Party shall ens review.

he agency entrusted with the administrative decision concerned, the e that the procedures in fact provide for an objective and impartial

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

4. With av ew to ensuring that measures relating to qualification requirements and procedures, tech ical standards, and licensing requirements do not constitute unnecessary barriers to trade n services while recognising the right to regulate and to introduce new regulations on t e supply of services in order to meet its policy objectives, each Party shall ensure that ny such measures that it adopts or maintains are:

(a) b sed on objective and transparent criteria, such as competence and the a ility to supply the service; and

(b) in the case of licensing procedures, not in themselves a restriction on the s ply of the service.

5. In deter ining whether a Party 1s m confonnity with its obligations under paragraph 4, ace unt shall be taken of international standards of relevant international organisations by hat Party1:2.

6. If a Party requires authorisation for the supply of a service, it shall ensure that its competent autho ities:

(a) w·thin a reasonable period of time after the submission of an application co sidered complete under its laws and regulations, inform the applicant ot the decision concerning the application;

(b) to pr

the extent practicable, establish an indicative timeframe for the cessing of an application;

(c) if n application is rejected, to the extent practicable, inform the applicant of he reasons for the rejection, either directly or on request, as appropriate;

(d) o request of the applicant, provide, without undue delay, information co cerning the status of the application;

(e) to the extent practicable, provide the applicant with the opportunity to co rect minor errors and omissions in the application and endeavour to pr vide guidance on the additional infonnation required;

12 ·'Relevant i1 temational organisations" refers to international bodies whose membership is open to the relevant bodies o at least both Parties to the Agreement.

(f) if hey deem appropriate, accept copies of documents that are authenticated

in accordance with the Party's laws in place of original documents;

(g) to the extent permissible under its domestic laws and regulations, do not re uire physical presence in the territory of a Party for the submission of a application for a license or qualification; and

(h) enreavour to accept applications in electronic format under the equivalent co1ditions of authenticity as paper submissions in accordance with d mestic laws and regulations.

7. Each Part shall ensure that any authorisation fee charged by any of its competent authorities is reasonable, transparent and does not, in itself, restrict the supply of the relevant service.1

8. If licens ng or qualification requirements include the completion of an

examination, eac Party shall ensure that:

(a) th examination is scheduled at reasonable intervals; and

(b) a

su

easonable period of time is provided to enable interested persons to mit an application.

9. Where a Party permits a service supplier of the other Party to provide a professional ser ice, each Party shall ensure that there are procedures in place domestically to a sess the competency of professionals of another Party.

10. If the res Its of the negotiations related to paragraph 4 of Article VI ofGATS, or the results of any similar negotiations undertaken in other multilateral fora in which the Parties participat., enter into effect, the Parties shall jointly review these results with a view to bringing !hem into effect, as appropriate, under this Agreement.

Article8A.10:Rcognition

l. For the pu poses of the fulfilment, in whole or in part, of its standards or criteria for the authoriza ion, licensing or certification of service suppliers, and subject to the requirements of p ragraph 4, a Party may recognise the education or experience obtained, requirements me , or licences or certifications granted in a particular country. Such recognition, whic may be achieved through harmonization or otherwise, may be based upon an agreem t or arrangement with the country concerned, or may be accorded autonomously.

13 For the pur1oses of this paragraph, authorisation fees do not include fees for the use of natural resources. payments or auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributio s to universal service provision.

2. Where a Party recognises, autonomously or by agreement or arrangement, the education or ex erience obtained, requirements met, or licenses or certifications granted in the territory fa non-Party, nothing in this Chapter shall be construed to require the Party to accord uch recognition to the education or experience obtained, requirements met, or licenses r certifications granted in the territory of the other Party.

3. A Party at is a party to an agreement or arrangement of the type referred to in paragraph 1, wh ther existing or future, shall afford adequate opportunity for the other Party, upon requ st, to negotiate their accession to such an agreement or arrangement or to negotiate com arable ones with it. Where a Party accords recognition autonomously, it shall afford a equate opportunity for the other Party to demonstrate that education, experience, lice ces, or certifications obtained or requirements met in that other Party's territory should ,e recognised.

4. A Party s all not accord recognition in a manner which would constitute a means of discriminatio between countries in the application of its standards or criteria for the authorisation, lic nsing, or certification of services suppliers, or a disguised restriction on trade in services.

5. Where ap1propriate, recognition should be based on multilaterally agreed criteria. In appropriate cases, Parties shall work in cooperation with relevant intergovernmental and non-goverm ental organisations towards the establishment and adoption of common international sta dards and criteria for recognition and common international standards for the practice o 'relevant services trades and professions.

6. As set ou in Annex 8A.10 (Professional Services), each Party shall endeavour to facilitate trade in professional services, including through encouraging competent bodies in its territory to nter into negotiations for agreements or arrangements on recognition.

ArticleSA.11:enialofBenefits

I. Subject It prior notification, a Party may deny the benefits of this Chapter to:

(a) se vice suppliers of the other Party where the service is being supplied by a j 1ridical person that is owned or controlled by persons of a non-Party the juridical person has no substantial business activities in the

itory of the other Party; or

(b) se ice suppliers of the other Party where the service is being supplied by a _i11ridical person that is owned or controlled by persons of the denying Pa ty and the juridical person has no substantial business activities in the

ter itory of the other Party.

2. A Party maritime transp

nay deny the benefits of this Chapter in the case of the supply of a

rt service, if it establishes that the service is supplied:

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

(b) b_ a person of a non-Party which operates or uses the vessel in whole or

ii part.

Article8A.12:ommitteeonTradeinServices

1. The Pa11i s hereby establish a Committee on Trade in Services (Committee).

2. The func ions of the Committee shall be:

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

(b) e'changing information on domestic laws and regulations:

(c) di cussing any issues related to this Chapter as may be agreed upon;

(d) re orting their findings to the Commission; and

(e) calrying out other responsibilities which may be delegated by the C mmission pursuant to Article 11.1.4(b) (IC-CEPA Joint Commission).

ArticleSA.13:jonopolies andExclusiveServicesSuppliers

1. Each Pa11)' shall ensure that any monopoly supplier of a service in its territory does not, in the upply of the monopoly service in the relevant market, act in a manner inconsistent with that Party's commitments under this Chapter.

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

3. The prov sions of this Article shall also apply to cases of exclusive service suppliers, where Party, formally or in effect:

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

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

Article 8A.14: ooperation

The Pa ies shall strengthen cooperation efforts in services sectors, including sectors which a e not covered by existing cooperation arrangements. The Parties shall discuss and mut ally agree on the sectors for cooperation, trade promotion and develop cooperation pro rams in these sectors in order to improve their domestic capacities, efficiencies and ompetitiveness."

PARTIIIPROFESSIONALSERVICES

The folio ing Annex 8A. l O (Professional Services) shall be incorporated into the Agreement and ,imediately placed after Chapter 8A (Trade in Services):

''ANNEX 8A.10 PROFESSIONAL SERVICESGeneralProvisi,ns

l. Each Pa shall consult with relevant bodies in its territory to seek to identify professional serv ces where both Parties are mutually interested in establishing dialogue on issues that r late to the recognition of professional qualifications. licensing, or registration proc <lures.

2. Each Par shall encourage its relevant bodies to establish dialogues with the relevant bodies o the other Party, with a view to recognising professional qualifications faci itating licens ng or registration procedures.

3. Each Part shall encourage its relevant bodies to negotiate with the relevant bodies of the other Part on any form of arrangement for the mutual recognition of professional qualifications, li nsing or registration procedures in professional services sectors of mutual interest.

4. shall encourage its relevant bodies to take into account agreements that relate to professi nal services in the development of agreements on the recognition of professional qual i1ications, licensing or registration procedures.

5. A Party m y consider, if feasible, taking steps to implement a temporary or project specific licensing or registration procedures regime based on a foreign supplier's home license or recogni ed professional body membership, without the need for further written

examination. Su ·h temporary or limited license regime should not operate to prevent a foreign supplier from gaining a local license once that supplier satisfies the applicable local licensing requirements.

DevelopmentoStandardsandCriteriafortheSupplyofProfessionalServices

6. To facilit te the activitie referred to in paragraphs I through 3, each Party shall encourage its rel vant bodies to work towards the development of mutually acceptable professional stan ards and criteria in mutually accepted areas, which may include:

(a) education: accreditation of educational institutions or academic pr grammes;

(b) examinations: qualifying examinations for licensing, including alternative m thods of assessment, such as oral examinations and interviews;

(c) e.· erience: length and nature of the experience required for licensing;

(d) co duct and ethics: standards of professional conduct and the nature of di ciplinary action in the event that professional service suppliers co1 travene them;

(e) pr

th

fessional development and re-certification: continuing education and requirements for maintaining professional certification;

(f) sc pe of practice: extent of, or limitations on, authorised activities;

(g) lo al knowledge: requirements for knowledge of such matters as re ulations, language, geography or climate; and

(h) co umer protection: requirements other than residence, such as pr fessional liability insurance and client restitution funds to ensure co sumer protection.

7. Each shal l encourage its relevant bodies to refer to international frameworks, where applicable, in developing common standards and criteria for the relevant professiohs.

Cooperation

8. On reque of the other Party, a Party shall, where practicable, provide information concerning standa ds and criteria for the licensing and certification of professional service suppliers, or other vise provide information relating to the appropriate regulatory or other body to consult re arding these standards and criteria.

Review

9. The Parti the Committee o

s may periodically review the implementation of this Annex through Trade in Services."

PARTIV

MOVEMENT OF NATURAL PERSONS

The folio into the Agreem

ing Chapter 8B (Movement of Natural Persons) shall be incorporated t and immediately placed after Annex 8A. l O (Professional Services):

"CHAPTER 8B MOVEMENT OFNATURAL PERSONS

Article 8B.1: Sc pe

I. This Cha ter shaJl apply to measures affecting the entry or temporary stay of natural persons o a Party into the territory of the other Party covered by its Schedule of Specific Commit11ents as set out in Annex 8A-A.

2. This Chap1er shall not apply to measures affecting natural persons seeking access to the employme t market of the other Party, nor shall it apply to measures regarding citizenship, natio ality, residence or employment on a permanent basis.

3. Nothing i this Agreement shall prevent a Party from applying measures to regulate the entry of natural persons of the other Party into, or their temporary stay in, its territory, inclu ing those measures necessary to protect the integrity of. and to ensure the orderly move 1ent of natural persons across, its borders, provided that those measures are not applied in such a manner as to nullify or impair the benefits accruing to either Party under this apter.14

Article8B.2:GrntofEntryandTemporaryStay

1. The Parties all ensure that their requirements and procedures relating to entry and temporary stay ar pre-established and clearly specified.

14 The sole fact of requiring a visa for natural persons of certain countries and not for those of others

shall not be regarde as nullifying or impairing benefits under each Party·s Schedule of Specific Commitments.

2. (n accor ance with this Chapter and subject to each Party's Schedule of Speci fie Commitments a set out in Annex SA-A, a Party shall grant temporary entry or extension of temporary sta to natural persons of the other Party to the extent provided for in those commitments m de pursuant to paragraph l, provided that those natural persons:

(a) f◄ llow the granting Party's prescribed application procedures for the r levant immigration formality; and

(b) m et all relevant eligibility requirements for temporary entry or extension o temporary stay.

3. act that a Party grants temporary entry to a natural person of the other Party pursuant t this Chapter shall not be construed to exempt that natural person from meeting any app icable licensing or other requirements, including any mandatory codes of conduct, to pr ctice a profession or otherwise engage in business activities.

Article8B.3:PrvisionoflNformation

1. Each Pa shall make publicly available information necessary for an effective application for th grant of entry, temporary stay and work in its territory.

2. lnformati n referred to in paragraph l may include a description of, in particular:

(a) all categories of visas and work permits relevant to the entry, temporary and work of natural persons covered by this Chapter;

(b) uirements and procedures for application for, and issuance of, first- ti e entry, temporary stay and work pennits, including information on do umentation required, conditions to be met and method of filing; and

(c) uirements and procedures for application for, and issuance of, renewed porary stay and work permits.

3. Each Pa shall provide the othel' Party with details of relevant publications or websites where in onnation referred to in paragraph 2 is made available.

Article 8B,4: E. peditious Application Procedures

I. The com etent authorities of each Party shall process expeditiously complete applications for granting entry, temporary stay or work permits15 submitted by service suppliers of the ther Party, including applications for extensions thereof.

2. If the co11petent authority of a Party requires additional information from the

applicant in orde to process its application, they shall notify the applicant without undue delay.

3. Upon req est by an applicant, the competent authorities of a Party shall provide, without undue d lay, infonnation concerning the status of its application.

4. The com etent authorities of each Party shall notify the applicant for entry. temporary stay 011work permit of the outcome of its application promptly after a decision has been taken. he notification shall include, if applicable, the period of stay and any other terms and nditions.

5. If an appl·cation is terminated or denied, each Party shall, if applicable, inform the applicant in v riting and without undue delay the reasons for such action. The applicant may su m it a new application at its discretion unless otherwise prohibited by each Party·s law and regulations.

6. Any fees i nposed in respect of the processing of an application for grant of entry and temporary ay, including those in respect of visa or work permit or other authorisations, sl all be reasonable, and shall reflect no more than the

approximate administrative co ts incurred.16

Article 8B.5: Dispute Settlement

1. Neither Pah_ shall have recourse to dispute settlement under Chapter 12 (Dispute Settlement) regarding a refusal to grant temporary entry, unless:

(a) th matter involves a pattern of practice; and

(b) the natural persons affected have exhausted all available domestic renfedies regarding the particular matter.

15 With respcc to working permits, a Party may, in accordance with its domestic laws and regulations. limit the I ope of this paragraph to applications submitted by the employer.

16 This paragra h shall be without prejudice to fees related to mode 4 that are inscribed in the Schedule of Commit! ents of a Party. The approximate administrative costs incu1Ted will be detennined in accordance with i applicable laws and regulations. In case of application procedures at regional or local level. the fees r quired may not necessarily be identical since the incurred costs may differ across regional administratio s or local administrations.

2. For the p 1rposes of subparagraph l(b), the domestic remedies shall be deemed to be exhausted if dfinal determination in the matter has not been issued by the other Party

within a reasona le period of time after the date of institution of the proceedings for the remedy, includi1 g any proceedings for review or appeal, and the failure to issue such a determination is t attributable to delays caused by the natural persons concerned.

Article8B.6:Coperation

The Parti s agree to discuss mutually agreed areas of cooperation to further facilitate the tem orar entry and temporary stay of natural persons of the other Party, which shall take into consideration areas proposed by the Parties during the course of negotiations or o her areas as may be identified by the Parties.'·

PARTY EXCEPTIONS

1. Article I . l {General Exceptions) shall be amended by replacing it with the

following Article 13.1 {General Exceptions):

"Article3.1: GeneralExceptions

1. For the purposes of Chapter 3 {Trade in Goods), Chapter 4 (Rules of Origin). hapter 5 (Customs Procedures and Cooperation), Chapter 6 (Sanitary and Phyto anitary Measures) and Chapter 7 (Technical Barriers to Trade). Article XX ofG 1994 and its interpretative notes are incorporated into and made part of this A reement, mutatis mutandis. The Parties understand that the measures referred t in Article XX(b) of GATT 1994 include environmental measures necessaryo protect human, animal, or plant life or health, and that Article XX(g) of GATI 1994 applies to measures relating to the conservation of living and non living exh ustible natural resources.

2. For the purposes of Chapter 8A (Trade in Services) and Chapter 8B (Movemer t ofNatural Persons), Article XIV ofGATS (including its footnotes) is incorporat d into and made part of this Agreement, mutatis mutandis. The Parties understan that the measures referred to in Article XIV {b) ofGATS include environmental measures necessary to protect human, animal or plant life or health.

3. o hing in this Agreement shall be construed to prevent a Party from taking action authorised by the WTO Dispute Settlement Body. A Party taking such actio shall infonn the Commission to the fullest extent possible of measures taken and ftheir termination:·

2. Article 1 .2 (Security Exceptions) shall be amended by inserting footnote 17 to the chapeau of s bparagraph l(b) to read as follows:

3.2:SecurityExceptions

thing in this Agreement shall be construed:

to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests 17:

17 Fo • greater certainty. protection of essential security interests includes an)' action taken so as to p 01 ct critical

public infrastructures including communications, power, and water infrastructu es whether publicly or privately owned.''

3. Article 1 .4 (Balance-of-Payments Measures on Trade in Goods) shall be amended by cha ging the title and inserting a reference to Article XII GATS to read as follows:

"ArticleB.4:Balance-of-PaymentsMeasures

I. Tle Parties shall endeavour to avoid the imposition ofrestrictive measures for balanc -of-payments purposes.

2. A y measure taken for balance-of-payments purposes shall be in accordan e with that Party's rights and obligations under GATT 1994, including the Unde/tanding on the Balance-of-Payments Provisions of GATT l 99./, and Article XI of OATS, including on payments, transfers or capital movements, as appli able A Party shall publish or notify to the other Party of any restrictive measures dopted or maintained, or any changes therein, to the extent that it does not duptidte the process under the WTO and the International Monetary Fund.

3. o hing in this Chapter shall be regarded as altering the rights enjoyed and obligation undertaken by a Party as a party to the Articles of the Agreement of the Intern tional Afonetary Fund, as may be amended.''

PART VI FINALPROVISIONS

1. This Protocol shall enter into force ninety (90) days after the date of the last notification by wl ich the Parties inform each other the completion of the necessary domestic legal pro edures.

2. This Pr taco! is done in duplicate in the Spanish, Indonesian, and English languages. All texts of this Protocol shall be equally authentic. In the event of any divergence be een those texts, the English text shall prevail.

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

DONE at Jakarta, Indonesia, in duplicate, this 21 day of November in the year two thousand and twenty-two.

FOR THE GOVERNMENT OF THE REPLIC OF CHILE

JOSE MIGUEL AHUMADA FRANCO

Under-Secretary for International Economic Relations

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

ZULKIFLI HASAN

Minister of Trade