COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED ARAB EMIRATES AND THE GOVERNMENT OF THE KINGDOM OF CAMBODIA

PREAMBLE

The Government of the United Arab Emirates (hereinafter referred to as the "UAE") and the Government of the Kingdom of Cambodia (hereinafter referred to as "Cambodia"); hereinafter referred to individually as a "Party" and collectively as "the Parties;"

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

DETERMINED to build on their respective rights and obligations under the Marrakesh Agreement Establishing the World Trade Organization;

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

DETERMINED to develop and strengthen their economic and trade relations through the liberalisation, facilitation, and expansion of trade in goods and services and investment in their common interest and for their mutual benefit;

AIMING to promote transfer of technology and expand trade;

CONVINCED that the establishment of a free trade area will provide a more favorable, secure and predictable climate for the promotion and development of economic and trade relations between the Parties; AIMING to facilitate trade by promoting efficient and transparent customs procedures that reduce costs and ensure predictability for their importers and exporters;

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

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

RECOGNIZING their right to regulate and resolved to preserve the flexibility of the Parties to set legislative and regulatory priorities, and protect legitimate public welfare objectives, such as health, safety, environmental protection, conservation of living or non-living exhaustible natural resources, integrity and stability of the financial system, and public morals, in accordance with the rights and obligations provided in this Agreement;

HAVE AGREED, in pursuit of the above, to conclude the following Agreement (hereinafter referred to as "this Agreement"):

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

The Parties hereby establish a free trade area, in accordance with the Decision of 28 November 1979 on Differential and More Favourable Treatment, Reciprocity and Fuller Participation of Developing Countries (Enabling Clause) and Article V of the General Agreement on Trade in Services ("GATS") and to promote opportunities for market access and trade liberalization for goods, services and investments; strengthen development of the digital economy; and deepen economic cooperation between the Parties.

Article 1.2. General Definitions

For the purposes of this Agreement:

Agreement on Agriculture means the Agreement on Agriculture in Annex IA to the WTO Agreement;

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

Customs administration means the Federal Authority ofIdentity, Citizenship, Customs and Port Security for the UAE, and the General Department of Customs and Excise of Cambodia for Cambodia;

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

Days means calendar days, including weekends and holidays;

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

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

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

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

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

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

Joint Committee means the Joint Committee established pursuant to Article 16.1 (Joint Committee);

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

Safeguards Agreement means the Agreement on Safeguards in Annex IA to the WTO Agreement;

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

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

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

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

WTO means the World Trade Organization; and

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

Article 1.3. Objectives

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

Article 1.4. Geographical Scope

This Agreement shall apply: For the UAE, its land territories, internal waters, including its Free Zones, territorial sea, including, the seabed, and subsoil thereof, and airspace over such territories and waters, as well as the contiguous zone, the continental shelf and exclusive economic zone, over which UAE has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law. For the Kingdom of Cambodia, the territory of the Kingdom of Cambodia, as well as those maritime areas, including the seabed and subsoil adjacent to the outer limits of the territorial sea and airspace over which the Kingdom of Cambodia exercises, in accordance with international law, sovereign rights or jurisdiction.

Article 1.5. 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 such Parties are party. 2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 1.6. Central and Local Government

1. Each Party shall take such reasonable measures as may be available to it to ensure observance of the provisions of this Agreement by the central, and where applicable by local governments and authorities and by non‐governmental bodies in the exercise of governmental powers delegated by central, local governments and authorities within its territories. 2. This provision is to be interpreted and applied in accordance with the principles set out in paragraph (12) of Article XXIV of the GATT 1994 and paragraph (3) of Article I of the GATS.

Article 1.7. Transparency

1. Each Party shall publish or otherwise make publicly available their laws, regulations, as well as their respective international agreements which may affect the operation of this Agreement. 2. Without prejudice to Article 1.8, each Party shall respond with reasonable period of time to specific questions and provide, upon request, information to each other on matters referred to in paragraph 1.

Article 1.8. Confidential Information

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information designated as confidential by the other Party. 2. Nothing in this Agreement shall require a Party to disclose confidential information, the disclosure of which would impede law enforcement of the Party, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of any economic operator.

Chapter 2. TRADE IN GOODS

Article 2.1. Definitions

For the purposes of this Chapter:

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

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

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

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

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

Inward processing means customs procedure under which certain goods can be brought into a Customs territory conditionally relieved from the payment of import duties and taxes, on the basis that such goods are intended for manufacturing, processing or repair and subsequent exportation.

Article 2.2. Scope

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

Article 2.3. National Treatment

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

Article 2.4. Reduction or Elimination of Customs Duties

1. Except as otherwise provided in this Agreement, including as explicitly set out in each Party's schedule included in Annex 2 (Schedules of Tariff Commitments), neither Party shall increase any existing customs duty, or adopt any new customs duty, on an originating goods of the other Party.

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

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

Article 2.5. Acceleration or Improvement of Tariff Commitments

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

2. Further commitments between the Parties to accelerate or improve the scope of the elimination of customs duty on a good (or to include a good in Annex 2 (Schedules of Tariff Commitments)) shall supersede any duty rate or staging category determined pursuant to their respective Schedules upon its incorporation into this Agreement.

3. Nothing in this Agreement shall prohibit a Party from unilaterally accelerating or improving the scope of the elimination of customs duty set out in its Schedule in Annex 2 (Schedules of Tariff Commitments) on originating goods. Any such unilateral acceleration or improving the scope of the elimination of customs duty will not permanently supersede any duty rate or staging category determined pursuant to their respective Schedules nor serve to waive that Party's right to raise the customs duty back to the level established in its Schedule in Annex 2 (Schedules of Tariff Commitments) following a unilateral reduction.

Article 2.6. Classification of Goods and Transposition of Schedules

1. The classification of goods in trade between the Parties shall be that set out in the respective tariff nomenclature of each Party in conformity with the Harmonized System (HS) and its legal notes and amendments.

2. Each Party shall ensure that the transposition of its Schedules of Tariff Commitments does not afford less favourable treatment to an originating good of the other Party than that set out in its Schedule in Annex 2A (Cambodia Schedule of Tariff Commitments) or Annex 2B (UAE Schedule of Tariff Commitments).

3. The transposition of the Schedule shall be carried out in accordance with the methodologies and guidelines which are to be adopted by the Sub-Committee on Trade in Goods.

4. A Party may introduce new tariff splits, provided that the preferential conditions applied in the new tariff splits are not less preferential than those applied originally.

Article 2.7. Import and Export Restrictions

Except as otherwise provided in this Agreement, neither Party may adopt nor maintain any prohibition or restriction on the importation of any goods of the other Party or on the exportation or sale for export of any goods destined for the territory of the other Party, except in accordance with Article XI of the GATT 1994 and its interpretative notes. To this end, Article XI of the GATT 1994 and its interpretative notes are incorporated into and made a part of this Agreement, mutatis mutandis.

Article 2.8. Import Licensing

1. Neither Party may adopt or maintain a measure that is inconsistent with the Import Licensing Agreement, (1) which is hereby incorporated into and made part of this Agreement, mutatis mutandis.

2. Before applying any new or modified import licensing procedure, a Party shall publish it in such a manner as to enable governments and traders to become acquainted with it, including through publication on an official government internet site. Upon request of the other Party, the Party shall exchange information concerning its implementation in a reasonable period.

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

Article 2.9. Customs Valuation

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

Article 2.10. Export Subsidies

Neither Party shall adopt or maintain any export subsidy on any good destined for the territory of the other Party in accordance with the SCM Agreement and the Agreement on Agriculture.

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

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

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

Article 2.12. Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIII: 1 of the GATT 1994 and its interpretive notes and Article 6 of the WTO Agreement on Trade Facilitation, that all fees and charges of whatever character (other than import and export duties, charges equivalent to an internal tax or other internal charges applied consistently with Article III:2 of the GATT 1994, and anti-dumping and countervailing duties) imposed on, or in connection with, importation or exportation of goods are limited in amount to the approximate cost of services rendered, which shall not be calculated on an ad valorem basis, and shall not represent an indirect protection to domestic goods or a taxation ofimports or exports for fiscal purposes.

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

Article 2.13. Non-Tariff Measures

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

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

3. If a Party considers that a non-tariff measure of the other Party is creating an unnecessary obstacle to trade, that Party may nominate such a non-tariff measure for review by the Sub-Committee on Trade in Goods by notifying through a written request letter, which shall be submitted at least 30 days before the date of the next scheduled meeting of the Sub-Committee on Trade in Goods. A nomination of a non-tariff measure for review shall include reasons for its nomination, how the measure adversely affects trade between the Parties, and if possible, suggested solutions. The Sub-Committee on Trade in Goods shall immediately review the measure with a view to securing a mutually agreed solution to the matter. Review by the Sub-Committee on Trade in Goods is without prejudice to the Parties' rights under Chapter 14 (Dispute Settlement).

Article 2.14. State Trading Enterprises

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

Article 2.15. Temporary Admission of Goods

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

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

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

(c) commercial samples and advertising films and recordings;

(d) goods admitted for sports purposes;

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

(f) goods entered for inward processing.

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

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

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

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

(c) be capable of identification when exported;

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

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

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

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

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

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

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

Article 2.16. Goods Re-Entered after Repair or Alteration

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

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

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

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

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

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

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

Each Party, in accordance with its respective domestic law, shall grant duty-free entry to commercial samples of negligible value, and to printed advertising materials, imported from the territory of the other Party, regardless of their origin, but may require that: (a) such samples be imported solely for the solicitation of orders for goods or services provided from the territory of the other Party or a non-Party; or (b) such advertising materials be imported in packets, that each contains no more than one copy of each such material, and that neither the materials nor the packets form part of a larger consignment.

Article 2.18. Sub-Committee on Trade In Goods

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

2. The Sub-Committee shall meet once a year or meet at the request of the other Party at a mutually agreed time, venue, and means, to consider any matter arising under this Chapter. The Sub-Committee may carry out its work through whatever means that are appropriate, which may include electronic mail, videoconferencing, or other means.

3. The functions of the Sub-Committee shall include, inter alia:

(a) monitoring and reviewmg the implementation and administration of this Chapter, and making reports and recommendations, if appropriate;

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

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

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

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

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

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

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

(i) reviewing and monitoring any other matter related to the implementation of this Chapter.

Chapter 3. RULES OF ORIGIN

Article 3.1. Definitions

For the purposes of this Chapter:

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

Competent authority refers to:

(a) for the Kingdom of Cambodia, the Ministry of Commerce or the General Department of Customs and Excise of Cambodia, Ministry of Economy and Finance or any other agency notified from time to time; and

(b) for the UAE, the Ministry of Economy or any other agency notified from time to time; Consignment means products which are either sent simultaneously from one exporter to one consignee or covered by a single transport document covering their shipment from the exporter to the consignee;

Customs authority refers to:

(a) for the Kingdom of Cambodia, the General Department of Customs and Excise of Cambodia, Ministry of Economy and Finance; and

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

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

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

Good refers to any merchandise, product, article, or material;

Harmonized System ("HS") refers to the Harmonized Commodity Description and Coding System, including its general rules and legal notes set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System;

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

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

Non-originating good refers to a good that does not qualify as originating under this Chapter;

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

Originating goods / originating material refers to goods or materials that qualify as originating under this Chapter;

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

Production refers to growing, raising, mining, harvesting, fishing, farming, breeding, extracting, gathering, collecting, capturing, aquaculture, trapping, hunting, manufacturing, producing, processing, or assembling a good.

Section A. Origin Determination

Article 3.2. Originating Goods

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

(a) goods are wholly obtained or produced there according to Article 3.3;

(b) goods are not wholly obtained or produced entirely there, provided that the good has undergone sufficient transformation according to Article 3.4;

(c) goods produced entirely there exclusively from originating materials of any of the Parties; or

(d) goods satisfied all other applicable requirements of this Chapter.

Article 3.3. Wholly Obtained or Produced Goods

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

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

(b) live animals born and raised there;

(c) products obtained from live animals there;

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

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

(f) fish, shellfish, and other marine life taken by vessels registered with the Party and entitled to fly its flag, and other products taken by the Party or a person of that Party, from the waters, seabed or beneath the seabed outside the territorial waters of the Party, provided that the Party has the rights to exploit the natural resources of such waters, seabed and beneath the seabed under international law;

(g) fish, shellfish, and other marine life taken from the high seas by vessels registered with the Party and entitled to fly its flag;

(h) goods produced or made on board factory ships registered with a Party and entitled to fly its flag, exclusively from products referred to in subparagraph (f) through (g);

(i) raw materials recovered from used goods collected there;

(j) waste or scrap resulting from utilization, consumption, or manufacturing operations conducted there, fit only for recovery ofraw materials; and

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

Article 3.4. Sufficient Working or Production

1. For the purposes of Article 3.2 (b), a good shall be deemed to be originating if the good satisfies any of the following:

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

(b) a Qualifying Value Content (QVC) not less than 40% of the FOB value; or

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

2. Notwithstanding paragraph 1, if the good falls within the classifications included in exception list in Annex 3A (Product Specific Rules) (hereinafter referred to as PSR), then the good shall fulfill the specific rule detailed therein.

3. For the purposes of paragraph 1, the QVC shall be calculated using any of the following methods:

(a) QVC = ExWorks Value or POB Value - V.N.M / ExWorks Value or FOB Value *100 or

(b) QVC = V.O.M+Direct labour cost+Direct overhead cost+Profit+other costs / exWorks or FOB Value * 100

where:

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

(ii) FOB is the value of the good free on board, inclusive of the cost of transport (regardless of the mode of transport) to the port or site of final shipment abroad;

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

(iv) V.N.M is the CIF/Customs 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 supplier's warehouse to the producer's location;

(v) VOM is the value of originating materials, parts, or produce acquired or self-produced, and used in the production of the good;

(vi) Direct Labour Cost includes wages, remuneration, and other employee benefits; (vii) Direct Overhead Cost is the total overhead expense; and

(viii) Other Costs are the costs incurred in placing the good in the ship or other means of transport for export including, but not limited to. domestic transport costs, storage and warehousing, port handling, brokerage fees and service charges. This cost is only applicable when calculating QVC on FOB basis.

Article 3.5. Intermediate Goods

For a non-originating material that undergoes sufficient production in the territory of a Party as provided in Article 3.4, the resulting good shall be considered as originating and no account shall be taken of the non-originating material contained therein when that good is used in the subsequent production of another good.

Article 3.6. Accumulation

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

2. Notwithstanding subparagraph 1, an originating material from a Party that does not undergo processing beyond the minimal or insufficient operations listed in Article 3. 8 in the other Party shall retain its originating status of the former Party.

3. The Joint Committee established under Article 16.1 (Joint Committee) may agree to review this Article with a view to providing for other forms of accumulation for the purposes of qualifying goods as originating goods under this agreement.

Article 3.7. Tolerance (De Minimis)

1. Notwithstanding Article 3.4, A good will be considered to have undergone a change in tariff classification if the value of all non-originating materials that are used in the production of the good and that do not undergo the applicable change in tariff classification does not exceed 10% of the FOB price or 15% of the Ex-Works price of the good.

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

Article 3.8: Minimal/Insufficient Operations and Processes

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

(a) slaughter of animals;

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

freezing, ventilation, chilling and like operations;

(c) simple processes, consisting of sifting, screening, sorting, washing, classifying, sharpening, cutting, slitting, grinding, bending, coiling, uncoiling, or slicing;

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

(e) simple painting and polishing operations;

(f) simple testing or calibration;

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

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

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

(j) changes of packaging, unpackaging or repackaging operations, and breaking up and assembly of consignments;

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

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

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

2. For the purposes of paragraph 1, the term "simple" will be defined as following:

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

(b) "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 intramo lecular bonds, or by altering the spatial arrangement of atoms in a molecule.

Article 3.9. Indirect Materials

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

(a) energy and fuel;

(b) plant and equipment;

(c) machines and tools;

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

(e) equipment, devices, supplies used for testing or inspecting the goods; and

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

Article 3.10. Accessories, Spare Parts, Tools

1. Accessories, spare parts, tools, and instructional or other information materials delivered with a good that form part of the good' s standard accessories, spare parts, tools, and instructional or other information materials presented with the good 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 or a specific manufacturing or processing operation set out in Annex 3A (PSR) provided that:

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

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

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

Article 3.11. Packaging Materials and Containers for Retail Sale

1. Packaging materials and containers in which a good is packaged for retail sale, which are classified together with the good in accordance with Rule 5 of the General rules for the interpretation of the Harmonized System, shall not be taken into account in determining the originating status of the good, provided that:

(a) the good is wholly obtained or produced in a Party in accordance with Article 3.2 (a);

(b) the good is produced in a Party exclusively from originating materials of any of the parties, in accordance with Article 3.2 (c); or

(c) the good is subject to a change in tariff classification or a specific manufacturing or processing operation requirement.

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

Article 3.12. Packaging Materials and Containers for Transportation and Shipment

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

Article 3.13. Fungible Goods and Materials

1. Each Party shall provide that the determination of whether fungible goods or materials are originating shall be made through physical segregation of each good or material, or, in case of any difficulty, through the use of any inventory management method, recognised in the generally accepted accounting principles of the Party in which the production is performed, or any other methods accepted by both Parties.

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

Section B. Territoriality and Transit

Article 3.14. Transit and Transshipment

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

2. Notwithstanding paragraph 1, each Party shall provide that an originating good retains its originating status if transited or through one or more intermediate non-Parties, provided that the good:

(a) remained under customs control in the territory of a non-Party; and

(b) have not undergone any operation there other than unloading, reloading, split from bulk, storing or any operation required to keep them in good condition.

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

Article 3.15. Free Economic Zones or Free Zones

1. Both Parties shall take all necessary steps to ensure that originating goods traded under cover of a proof of origin which in the course of transport use a free zone situated in their territory, are not substituted by other goods and do not undergo

handling other than normal operations designed to prevent their deterioration.

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

Article 3.16. Third Party Invoicing

1. The customs authority in the importing Party shall not reject a certificate of origin only for the reason that the invoice was not issued by the exporter or producer of a good provided that the good meets the requirements in this Chapter.

2. The exporter of the goods shall indicate "third party invoicing" and such information as name and country of the company issuing the invoice shall appear in the appropriate field as detailed in Annex 3B (Specimen of Cambodia-DAE Certificate of Origin).

Section C. Origin Certification

Article 3.17. Proof of Origin

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

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

(a) a paper format certificate of origin in soft or hard copy issued by a competent authority as per Article 3 .18;

(b) an Electronic Certificate of Origin (E-Certificate) issued by a competent authority and exchanged by a mutually developed electronic system as per Article 3.19; and

(c) an origin declaration made out by an approved exporter as per Article 3.20.

3. Each Party shall provide that a Proof of Origin shall be completed in the English language and shall remain valid for one year from the date on which it is issued.

Article 3.18. Certificate of Origin In Paper Format

1. A Certificate of Origin in paper format shall:

(a) be in standard A4 white paper as per the attached Form set out in Annex 3B (Certificate of Origin);

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

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

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

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

3. A Certificate of Origin shall bear an official signature and seal of the Competent authority. The official seal may be applied electronically.

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

Article 3.19. Electronic Data Origin Exchange System

For the purposes of Article 3.17.2 (b), the Parties shall endeavor to develop an electronic system for origin information exchange to ensure the effective and efficient implementation of this Chapter particularly on transmission of electronic certificate of origin.

Article 3.20. Origin Declaration

1. For the purposes of Article 3.17.2 (c), the Parties shall, within one year from the date of entry into force of this Agreement, implement provisions allowing each customs authority or competent authority to recognize an origin declaration made by an approved exporter.

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

3. An exporter seeking such authorisation must offer to the satisfaction of the customs authority or competent authority of the exporting party all guarantees necessary to verify the originating status of the goods as well as the fulfilment of the other requirements of this Chapter.

4. An Origin Declaration (the text of which appears in Annex 3C (Origin Declaration) shall be made out by the approved exporter by typing, stamping, or printing the declaration on the invoice or the packing list in case the invoice is not available.

5. The customs authority or competent authority of the exporting party may grant the status of approved exporter, subject to any conditions set out in Article 3.21.

Article 3.21. Approved Exporter

1. Each Party shall provide for the authorisation of an exporter who exports goods under this Agreement as an approved exporter, in accordance with its laws and regulations. An exporter seeking such authorisation shall apply in writing or electronically and must offer to the satisfaction of the competent authority of the exporting Party all guarantees necessary to verify the originating status of the good for which a Declaration of Origin is completed. The competent authority of an exporting Party may grant the status of approved exporter subject to any conditions which it considers appropriate, including the following:

(a) that the exporter is duly registered in accordance with the laws and regulations of the exporting Party;

(b) that the exporter knows and understands the rules of origin as set out in this Chapter;

(c) that the exporter has a satisfactory level of experience in export in accordance with the laws and regulations of the exporting Party;

(d) that the exporter has a record of good compliance, measured by risk management of the competent authority of the exporting Party;

(e) that the exporter, in the case of a trader, is able to obtain a declaration by the producer confirming the originating status of the good for which the Declaration of Origin is completed by an approved exporter and the readiness of the producer to cooperate in verification in accordance with Article 3. 3 0 and meet all requirements of this Chapter; and

(f) that the exporter has a well-maintained bookkeeping and record-keeping system, in accordance with the laws and regulations of the exporting Party.

2. The competent authority of an exporting Party shall:

(a) make its approved exporter procedures and requirements public and easily available;

(b) grant the approved exporter authorisation m writing or electronically;

(c) provide the approved exporter an authorisation code which must be included in the Declaration of Origin; and

(d) promptly include the information on the authorisation granted in the approved exporter database referred to in paragraph 6.

3. An approved exporter shall have the following obligations:

(a) to allow the customs authorities or competent authority of an exporting Party access to records and premises for the purposes of monitoring the use ofauthorisation, in accordance with Article 3.31;

(b) to complete the Declarations of Origin only for goods for which the approved exporter has been allowed to do so by the customs authorities or competent authority of an exporting Party and for which it has all appropriate documents proving the originating status of the goods concerned at the time of completing the declaration;

(c) to take full responsibility for all Declarations of Origin completed, including any misuse; and

(d) to promptly inform the customs authorities or competent authority of an exporting Party of any changes related to the information referred to in subparagraph (b).

4. Each Party shall promptly include the following information of its approved exporters in the approved exporter database:

(a) the legal name and address of the exporter;

(b) the approved exporter authorisation code;

(c) the issuance date and, if applicable, the expiry date of its approved exporter authorisation; and

(d) a list of goods subject to the authorisation, at least at the HS Chapter level.

Any change in the items referred to in subparagraphs (a) through (d), or withdrawals or suspensions of authorisation, shall be promptly included in the approved exporter database.

5. Notwithstanding paragraph 4, no Party shall be required to provide the information referred to in that paragraph to the approved exporter database if it has established its own secured website, containing the above information, that is accessible to the Parties.

6. The customs authority or competent authority of the exporting party shall share or publish the list of approved exporters and periodically update it.

7. The competent authority of the exporting Party shall monitor the use of the authorisation, including verification of the Declarations of Origin by an approved exporter, and withdraw the authorisation where the conditions referred to in paragraph 1 are not met.

8. An approved exporter shall be prepared to submit at any time, on request of the customs authorities of the importing Party, all appropriate documents proving the originating status of the goods concerned, including statements from the suppliers or producers in accordance with the laws and regulations of the importing Party as well as the fulfilment of the other requirements of this Chapter.

Article 3.22. Application and Examination of Application for a Certificate of Origin

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

2. The exporter applying for the issuance of a Certificate of Origin shall be prepared to submit at any time, upon request of the competent authority of the exporting Party, all appropriate documents proving the originating status of the goods concerned, as well as the fulfillment of the other requirements of this Chapter.

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

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

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

(c) HS Code, description, quantity and weight of goods, marks, and number of packages, number and kinds of packages, as specified, conform to the goods to be exported; and

(d) multiple items in a single shipment declared on the same Certificate of Origin shall be allowed provided that each item qualifies separately in its own rights.

Article 3.23. Certificate of Origin Issued Retroactively

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

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

3. The provisions of this Article shall be applied to goods which comply with the provisions of this Agreement, and which on the date of entry into force, are either being transported to the party in accordance with article 3.14 or are in temporary storage under customs control. This shall be subject to the submission to the customs authorities of the importing Party, within six months from the said date, of a Certificate of Origin issued retrospectively by the Competent Authority of the exporting Party together with documents, showing that the goods have been transported directly in accordance with Article 3.14.

Article 3.24. Loss of the Certificate of Origin

1. In the event of theft, loss or destruction of a Certificate of Origin, the manufacturer, producer, exporter, or its authorized representative may apply to the Competent Authority, which issued it, for a certified true copy of the original Certificate of Origin to be made out on the basis of the export documents in possession of the Competent authority.

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

3. The exporter shall immediately notify the loss to the competent authority, and undertake not to use the original Certificate of Origin for exports under this Agreement.

Article 3.25. Importation by Installments

Where, on request of the importer and on the conditions laid down by the customs authorities of the importing Party, dismantled or non-assembled products within the meaning of General Rule 2(a) of the Harmonized System (HS) are imported by installments, a single proof of origin for such products shall be submitted to the customs authorities upon importation of the first installment.

Article 3.26. Treatment of Erroneous Declaration In the Certificate of Origin

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

Article 3.27. Treatment of Minor Discrepancies

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

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

Section D. Cooperation and Origin Verification

Article 3.28. Denial of Preferential Tariff Treatment

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

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

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

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

(d) the exporter, producer, or the competent or customs authority of the exporting Party does not comply with the requirements of verification in accordance with Article 3.29 or Article 3.30.

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

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

Article 3.29. Retroactive Check

1. The customs authority of the importing Party may request a retroactive check at random or when it has reasonable doubt as to the authenticity of the document or as to the accuracy of the information regarding the true origin of the goods in question or of certain parts thereof.

2. For the purposes of paragraph 1, the custom authority of the importing Party may conduct the checking process by issuing a written request for additional information from the competent or customs authority of the exporting party.

3. The request shall be accompanied with the copy of Proof of Origin concerned and shall specify the reasons and any additional information suggesting that the particulars given on the said Proof of Origin may be inaccurate, unless the retroactive check is requested on a random basis.

4. The customs authority of the importing Party may suspend the provisions on preferential treatment while awaiting the result of verification. However, it may release the goods to the importer subject to any administrative measures deemed necessary, provided that they are not held to be subject to import prohibition or restriction and there is no suspicion of fraud.

5. Pursuant to paragraph 2, the concerned party receiving a request for retroactive check shall respond to the request promptly and reply no later than 90 days after the receipt of the request.

6. When a reply from the concerned party is not obtained within 90 days after the receipt of the request pursuant to paragraph 5, the customs authority of the importing Party may deny preferential tariff treatment to the good referred to in the said Proof of Origin that would have been subject to the retroactive check.

Article 3.30. Verification Visits

1. Pursuant to Article 3.29 (2), if the customs authority of the importing Party is not satisfied with the outcome of the retroactive check, it may, under exceptional circumstances for justifiable reasons, conduct or request the competent or customs authority of the exporting party to conduct a verification visit to the producer or exporter premises including inspection of the exporter's or producer's accounts, records or any other check considered appropriate.

2. Prior to conducting a verification visit pursuant to paragraph 1, the customs authority of the importing party shall deliver a written notification to the competent or customs authority of the exporting party to conduct the verification visit.

3. The written notification mentioned in paragraph 2 shall be as comprehensive as possible and shall include, among others:

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

(b) justification for the unsatisfactory outcome of the retroactive check conducted by the competent or customs authority of the exporting Party; and

(c) the coverage of the proposed verification visit, including reference to the good subject to the verification.

4. The customs authority of importing party or the competent or customs authority of the exporting Party shall obtain the written consent of the producer or exporter whose premises are to be visited.

5. When a written consent from the producer or exporter is not obtained within 30 days from the date of receipt of the verification visit notification, the customs authority of the importing Party may deny preferential tariff treatment to the good that would have been subject to the verification visit.

6. The customs authority of importing party or the competent or customs authority of the exporting Party conducting the verification visit shall provide the producer or exporter, whose good is subject to such verification with a written determination of whether or not the good subject to such verification qualifies as an originating good.

7. Upon the issuance of the written determination referred to in paragraph 6 that the good qualifies as an originating good, the customs authority of the importing party shall immediately restore preferential benefits and promptly refunded the

duties paid in excess of the preferential duty or release guarantees obtained in accordance with the domestic laws and regulations of the Parties.

8. Upon the issuance of the written determination referred to in paragraph 6 that the good does not qualifies as an originating good, the producer or exporter shall be allowed 30 days from the date ofreceipt of the written determination to provide in writing comments or additional information regarding the eligibility of the good for preferential tariff treatment. The final written determination shall be communicated to the producer or exporter within 30 days after the date of receipt of the comments or additional information.

9. The verification visit process, including the actual visit and the determination under paragraph 6, shall be carried out and its results communicated to the competent or customs authority of the importing party or the exporting party within a maximum period of six months from the first day the initial verification visit was requested. While the process of verification is being undertaken, Article 3 .29 .4 shall be applied.

Article 3.31. Record Keeping Requirement

1. For the purposes of the verification process pursuant to Article 3.29 and 3.30, Each party shall require that:

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

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

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

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

Article 3.32. Confidentiality

All information related to the application of this Chapter communicated between the Parties shall be treated as confidential. It shall not be disclosed by the Parties authorities without express permission of the person or authority providing it.

Article 3.33. Contact Points

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

Article 3.34. Mutual Assistance

The competent authorities of both Parties shall provide each other with:

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

(b) name and Address of the competent authorities responsible for verifying the Proof of Origin; and

(c) secured web address for the QR codes and electronic certificates authentications. Section E: Consultation and Modifications

Article 3.35. Consultation and Modifications

The Parties shall consult and cooperate as appropriate through the Joint Sub Committee to:

(a) discuss and address issues relating to the implementation of this Chapter;

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

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

Chapter 4. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 4.1. Definitions

For the purposes of this Chapter, the following definitions shall mean:

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

Customs laws means the statutory and regulatory provisions relating to the importation, exportation, movement or storage of goods, administration and enforcement of which as specifically charges to the customs authorities, under their statutory powers;

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

Mutual recognition arrangement (MRA) means the arrangement between the Parties that mutually recognize AEO authorizations that has been properly granted by one of the Customs Administrations; and

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

Article 4.2. Scope

This Chapter shall apply in accordance with the Parties' respective national laws, rules, and regulations, to customs procedures required for clearance of goods traded between the Parties and to the means of transport which enter or leave the customs territory of each Party.

Article 4.3. General Provisions

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

2. The provisions of this Chapter will be implemented in accordance with each Party's obligation under the World Trade Organization (WTO) Agreement on Trade Facilitation taking into account the different levels of their readiness in the implementation of their commitments under this Chapter.

3. Customs procedures of the Parties shall conform, where possible, to the standards and recommended practices of the World Customs Organization (WCO).

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

Article 4.4. Publication and Availability of Lnformation

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

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

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

4. Each Party shall, to the extent practicable and in a manner consistent with its domestic law and legal system, ensure that new or amended laws and regulations of general application related to the movement, release, and clearance of goods,

including goods in transit, are published or information on them made otherwise publicly available, as early as possible before their entry into force, so that interested parties have the opportunity to become acquainted with the new or amended laws and regulations. Such information and publications shall be available in the English language, to the extent possible.

5. Changes to duty rates or tariff rates, measures that have a relieving effect, measures the effectiveness of which would be undermined as a result of compliance with paragraph 4, measures applied in urgent circumstances, or minor changes to domestic law and legal system are each excluded from the obligations in paragraphs 1 and 4.

Article 4.5. Risk Management

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

Article 4.6. Paperless Communications

1. For the purposes of trade facilitation, the Parties shall endeavour to provide an electronic environment that supports business transactions between the Customs Administrations and trading entities in accordance with the Parties' respective national laws, rules, and regulations.

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

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

Article 4.7. Advance Rulings

1. In accordance with its commitments under the World Trade Organization (WTO) Trade Facilitation Agreement (TFA), each Party shall provide for the issuance of an advance ruling, prior to the importation of a good into its territory, to an importer of the good in its territory or to an exporter or producer of the good in the territory of another Party.

2. For the purposes of paragraph 1, each Party shall issue rulings as to whether the good qualifies as an originating good or to assess the good's tariff classification. In addition, each Party may issue rulings that cover additional trade matters as specified in the Trade Facilitation Agreement (TF A). Each Party shall issue its determination regarding the origin or classification of the good within a reasonable, time-bound manner from the date of receipt of a complete application for an advance ruling.

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

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

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

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

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

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

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

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

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

8. Each Party, in accordance with its respective national laws, rules and regulations, shall provide that any modification or

revocation of an advance ruling shall be effective on the date on which the modification or revocation is issued, or on such later date as may be specified therein, and shall not be applied to importations of a good that have occurred prior to that date, unless the person to whom the advance ruling was issued has not acted in accordance with its terms and conditions.

9. Notwithstanding paragraph 4, the issuing Party shall postpone the effective date of the modification or revocation of an advance ruling for a reasonable period of time and in accordance with each Party's national procedures on advance rulings, where the person to whom the advance ruling was issued demonstrates that he has relied in good faith to his detriment on that ruling.

Article 4.8. Penalties

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

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

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

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

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

Article 4.9. Release of Goods

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

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

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

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

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

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

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

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

Article 4.10. Authorized Economic Operators

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

Article 4.11. Border Agency Cooperation

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

Article 4.12. Expedited Shipments

1. Each Party, in accordance with its respective national laws, rules, and regulations, shall adopt or maintain expedited customs procedures for goods entered through air cargo facilities while maintaining appropriate customs control and selection. These procedures shall:

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

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

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

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

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

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

(f) provide that, under normal circumstances, no customs duties will be assessed on express shipments valued at or below a fixed amount _set under the Party's law. (2)

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

2. Nothing in paragraph 1 shall affect the right of Parties to examine, detain, seize, confiscate, or refuse entry of goods, or to carry out post-clearance audits, including in connection with the use of risk management systems, and shall prevent Parties from requiring, as a condition for release, the submission of additional information and the fulfillment of non-automatic licensing requirements.

Article 4.13. Review and Appeal

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

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

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

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

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

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

Article 4.14. Customs Cooperation

1. With a view to further enhancing customs cooperation through the exchange of information and the sharing of best practices between the Customs Administration to secure and facilitate lawful trade, the Customs Administrations of the

parties will endeavor to conclude and sign a Memorandum of Understanding or Agreement on Customs Mutual Assistance.

2. The Contracting Parties shall, for the purposes of applying Customs legislations and to give effect to the provisions of this arrangement, endeavor to:

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

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

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

3. Assistance under this Chapter shall be provided in accordance with the domestic law of the requested party.

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

Article 4.15. Confidentiality

1. Nothing in this Chapter shall be construed to require a Party to furnish or allow access to confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private. Any information received under this Chapter shall be treated as confidential in accordance with that Party's laws and regulations.

2. Each Party shall maintain, in accordance with its domestic laws, the confidentiality of information obtained pursuant to this Chapter and shall protect that information from disclosure that could prejudice the competitive position of the persons providing the information.

Article 4.16. Subcommittee on Customs Procedures and Trade Facilitation

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

Chapter 5. SANITARY AND PHYTOSANITARY MEASURES

Article 5.1. Definitions

1. The definitions in Annex A of the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex lA to the WTO Agreement (hereinafter referred to as "the SPS Agreement") shall apply.

2. In addition, for the purposes of this Chapter: Competent authority means government body(ies) of each Party responsible for developing and administering the sanitary and phytosanitary measures and matters referred to in this Chapter; and Emergency measure means a sanitary or phytosanitary measure that is applied by the importing Party to the other Party to address an urgent problem of human, animal or plant life or health protection that arises or threatens to arise in the Party applying the measure.

Article 5.2. Objectives

The objectives of this Chapter are to:

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

(b) Enhance the collaboration on the implementation of the SPS Agreement;

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

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

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

(f) encourage the Parties' participation in the development and adoption of international standards, guidelines, and recommendations.

Article 5.3. Scope

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

Article 5.4. Article General Provisions

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

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

3. No Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) with respect to the obligations described in this Chapter.

Article 5.5. Competent Authority and Contact Point

1. To facilitate communication on matters covered by this Chapter, each Party shall notify the other Party of its competent authority(ies) and contact point(s) within 30 days from the entry into force of this Agreement.

2. Each Party shall inform the other Party of any change in competent authority(ies) or in its contact point(s) within a reasonable period of time, not exceeding 20 days.

Article 5.6. Sub-Committee on Sanitary and Phytosanitary Measures

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Sub-Committee on Sanitary and Phytosanitary Measures ("Sub-Committee on SPS Measures"), composed of government representatives of each Party responsible for sanitary and phytosanitary matters. The Sub-Committee on SPS Measures shall work subject to the direction of the Joint Committee established under Article 16.1 (Joint Committee).

2. The objectives of the Sub-Committee on SPS Measures are to:

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

(b) consider sanitary and phytosanitary matters of mutual interest for cooperation; and

(c) enhance communication, coordination, and cooperation on sanitary and phytosanitary matters.

3. The Sub-Committee on SPS Measures is intended to serve as a forum to:

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

(b) exchange information on the implementation of this Chapter.

4. The Sub-Committee on SPS Measures shall establish its terms of reference at its first meeting and may revise those terms as needed, and shall thereafter meet as needed at its own discretion or at the direction of the Joint Committee.

5. If a Party considers that there is a disruption to trade on sanitary and phytosanitary grounds, it may request technical consultations with the other Party through the Sub-Committee on SPS Measures with a view to facilitating trade. On receiving a request under this paragraph, the other Party shall respond to such a request, and shall endeavour to provide any requested information and respond to questions pertaining to the matter, and if requested, enter into consultations within a reasonable period of time after receiving such a request. The Parties shall make every effort to reach a mutually satisfactory resolution through consultations within a period of time agreed upon by the Parties.

Article 5.7. Equivalence

1. The Parties recognize that the principle of equivalence, as provided for under Article 4 of the SPS Agreement, has mutual benefits for both Parties.

2. The Parties shall strengthen cooperation on equivalence and follow the procedures for determining the equivalence of SPS measures in accordance with Article 4 of the SPS Agreement while taking into account relevant decisions of the WTO SPS Committee and international standards, guidelines and recommendations in accordance with Annex A of the SPS

Agreement.

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

Article 5.8. Adaptation to Regional Conditions, Including Pest-or Disease-Free Areas and Areas of Low Pest or Disease Prevalence

1. The Parties recognize that the principle of Adaptation to Regional Conditions, including Pest-or Disease-Free Areas and Areas of Low Pest or Disease Prevalence, as provided for under Article 6 of the SPS Agreement, has mutual benefits for both Parties.

2. The Parties shall strengthen cooperation on recognition of regional conditions and follow the procedures in accordance with the decisions adopted by the WTO SPS Committee and relevant international standards, guidelines and recommendations in accordance with Annex A of the SPS Agreement.

Article 5.9. Risk Assessment

1. The Parties shall ensure that any SPS measure is applied only to the extent necessary to protect human, animal or plant life or health, is based on scientific principles, and is not maintained without sufficient scientific evidence.

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

3. Notwithstanding paragraph 1, where relevant scientific evidence is insufficient, a Party may provisionally adopt SPS measures on the basis of available pertinent information, including that from relevant international organizations. In such circumstances, the importing Party shall seek to obtain the additional information necessary taking into account available scientific evidence for a more objective assessment of risk and review the SPS measure within a reasonable period of time. To this end, the importing Party may request scientific and other relevant information from the exporting Party.

4. When conducting a risk assessment, the Parties shall:

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

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

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

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

6. Without prejudice to emergency measures, the importing Party shall not stop the importation of a good of the exporting Party solely for the reason that the importing Party is undertaking a review of a sanitary or phytosanitary measure, if the importing Party permitted importation of the good of the exporting Party at the time of the initiation of the review.

Article 5.10. Emergency Measures

If a Party adopts an emergency measure that is necessary for the protection of human, animal or plant life or health, the Party shall promptly notify the measure by using the WTO SPS notification submission system as a means of emergency notification. If a Party adopts an emergency measure, it shall review that measure periodically and make available the results of that review to the other Party upon request.

Article 5.11. Transparency

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

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

3. Each Party shall notify a proposed measure or changes to sanitary or phytosanitary measure that may have an effect on the trade of the other Party through the WTO SPS notification submission system and the contact points designated under Article 5.5 as a supplemental means of notification.

4. A Party shall provide to the other Party, on request, copies of sanitary and phytosanitary measures in the English language, if available, related to the importation of a good into that Party's territory.

Article 5.12. Cooperation and Capacity Building

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

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

Chapter 6. TECHNICAL BARRIERS TO TRADE

Article 6.1. Definitions

For the purposes of this Chapter: TBT Agreement means the Agreement on Technical Barriers to Trade, contained in Annex lA to the WTO Agreement; and the definitions shall be those contained in Annex 1 of the TBT agreement.

Article 6.2. Objectives

The objective of this Chapter is to facilitate trade in goods, including by eliminating unnecessary technical barriers to trade, enhancing transparency, and promoting greater regulatory cooperation and good regulatory practices. Such objectives may include:

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

(b) furthering cooperation pursuant to the TBT Agreement;

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

(d) facilitating information exchange and cooperation among the Parties in the fields of standards, technical regulation and conformity assessment procedures; and

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

Article 6.3. Scope

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

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

(a) purchasing specifications prepared by a governmental body for its production or consumption requirements which are covered by government procurement; or

(b) sanitary or phytosanitary measures which are covered by Chapter 5 (Sanitary and Phytosanitary Measures).

Article 6.4. Affirmation of the Agreement on Technical Barriers to Trade

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

Article 6.5. Standards

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

2. In determining whether an international standard, guide, or recommendation within the meaning of Articles 2 and 5 and Annex 3 of the TBT Agreement exists, each Party shall base its determination on the principles set out in the "Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement", adopted on 13 November 2000 by the WTO Committee on Technical Barriers to Trade (Annex 2 to PART 1 of G/TBT/1/Rev14), and any subsequent version thereof. (1)

(1) Such international standards shall include, inter alia, but are not limited to, those developed by the International Organization for Standardization (ISO), the International Electrotechnical Commission (IEC), the International Telecommunication Union (ITU) and Codex Alimentarius Commission (CAC).

3. The Parties shall encourage cooperation between their respective national standardizing organizations in areas of mutual interest, in the context of their participation in international standardizing bodies, to ensure that international standards developed within such organizations are trade facilitating and do not create unnecessary obstacles to international trade.

Article 6.6. Technical Regulations

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

2. Each Party shall give positive consideration to a request by the other Party to negotiate arrangements for achieving the equivalence of technical regulations.

3. Each Party shall, upon request of the other Party, explain the reasons why it has not accepted a request by the other Party to negotiate such arrangements.

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

Article 6.7. Conformity Assessment Procedures

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

(a) recognizing existing international multilateral recognition agreements and arrangements among conformity assessment bodies;

(b) promoting mutual recognition of conformity assessment results by the other Party, through recognizing the other Party's designation of conformity assessment bodies;

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

(d) accepting a manufacturer's or supplier's declaration of conformity where appropriate;

(e) harmonizing criteria for the designation of conformity assessment bodies, including accreditation procedures; or

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

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

3. In order to enhance confidence in the consistent reliability of conformity assessment results, the Parties may consult on

matters such as the technical competence of the conformity assessment bodies involved.

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

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

Article 6.8. Cooperation

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

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

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

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

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

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

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

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

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

(d) exchange of market surveillance information where appropriate.

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

Article 6.9. Transparency

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

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

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

4. When a Party detains an imported consignment, at the point of entry due to non-compliance with a technical regulation or a conformity assessment procedure, it shall notify the importer or its representative as well as the contact point of the other Party designated under Article 6.10, as soon as possible, the reasons for the detention.

Article 6.10. Contact Points

1. For the purposes of this Chapter, the Contact Points are:

(a) For Cambodia: the Institute of Standards of Cambodia, the Ministry of Industry, Sciences, Technology and Innovation, or

its successor; and

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

2. Each Party shall promptly notify the other Party of any change of its Contact Point.

Article 6.11. Information Exchange and Technical Discussions

1. Any information or explanation that a Party provides upon request of the other Party pursuant to this Chapter shall be provided in print or electronically within a reasonable period of time. Each Party shall endeavor to respond to such a request within 60 days.

All communication between the Parties on any matter covered by this Chapter shall be conducted through the Contact Points designated under Article 6.10.

On request of a Party for technical discussions on any matter arising under this Chapter, the Parties shall endeavor, to the extent practicable, to enter into technical discussions by notifying the Contact Points designated under Article 6.10.

Chapter 7. TRADE REMEDIES

Section A. I. Bilateral Safeguard Measures

Article 7.1. Definitions

For the purposes of this Section:

Bilateral safeguard measures means a safeguard measure described in Article 7.2;

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

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

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

Transition period, in relation to a particular product, means the period from the entry into force of this Agreement until 5 years after the date on which the customs duties on that product are to be eliminated or reduced in accordance with Annex 2 (Schedules of Tariff Commitments), which shall not exceed 15 years starting from the date of entry into force of the Agreement in any circumstance.

Article 7.2. Application of Safeguard Measures

1. If, as a result of the reduction or elimination of a customs duty under this Agreement, an originating good of the other Party is being imported into the territory of a Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to cause or threaten to cause serious injury to the domestic industry producing a like or directly competitive good, the Party may, to the extent necessary to prevent or remedy the serious injury to its domestic industry and to facilitate its domestic industry's adjustment:

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

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

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

(ii) the base rate of customs duty specified in the Schedules included in Annex 2 (Schedules of Tariff Commitments) pursuant to Article 2.4 (Reduction or Elimination of Customs Duties).

2. The Parties understand that neither tariff rate quotas nor quantitative restrictions are permissible forms of a safeguard measure.

Article 7.3. Notification and Consultation

1. A Party shall immediately deliver a written notice to the other Party upon:

(a) initiating an investigation referred to in Article 7.4 relating to serious injury or threat of serious injury and the reasons for it;

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

(c) applying or extending the imposition of a bilateral safeguard measure; and

(d) taking a decision to modify, including to progressively liberalise, a bilateral safeguard measure.

2. A written notice referred to in subparagraph 1 (a) shall include:

(a) a precise description of the originating good subject to the investigation including its heading and subheading under the Harmonized System and the national nomenclature of the Party;

(b) a summary of the reason for the initiation of the investigation; and

(c) the date of the initiation of the investigation and the period of investigation.

3. A Party shall provide to the other Party a copy of the public version of the report by its competent authority that is required under Article 7.4 1. The provided report to the other Party shall be in English.

4. A written notice referred to in subparagraphs l(b) through (d) shall include:

(a) a precise description of the ongmating good subject to the bilateral safeguard measure including its heading and subheading under the Harmonized System and the national nomenclature of the Party;

(b) evidence of the serious injury or threat of serious injury caused by increased imports of the originating good of the Party as a result of the reduction or elimination of a customs duty pursuant to this Agreement;

(c) a precise description of the proposed bilateral safeguard measure;

(d) the proposed date of the introduction of the bilateral safeguard measure, its expected duration, and, if applicable, a timetable for the progressive liberalisation of the bilateral safeguard measure referred to in Article 7.5.3; and

(e) in the case of an extension of the bilateral safeguard measure, evidence that the domestic industry concerned is adjusting.

5. A Party proposing to apply or extend a bilateral safeguard measure shall provide adequate opportunity for prior consultations with the other Party, with a view to, inter alia, reviewing the information provided under paragraphs 2 and 4 that has arisen from the investigation referred to in Article 7.4, exchanging views on the bilateral safeguard measure, and reaching an understanding on ways to achieve the objective set out in Article 7.7.

Article 7.4. Investigation Procedures

1. A Party shall apply a safeguard measure only following an investigation by its competent authority in accordance with Article 3 and Article 4.2 of the Safeguards Agreement. To this end, Article 3 and Article 4.2 of the Safeguard Agreement are incorporated into and made part of this Agreement, mutatis mutandis.

2. Each Party shall ensure that its competent authority complete the investigation referred to in paragraph 1 within one year following its date of initiation.

Article 7.5. Scope and Duration of Bilateral Safeguard Measures

1. Neither Party shall apply a safeguard measure:

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

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

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

(c) beyond the expiration of the transition period.

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

3. No safeguard measure shall be applied again to the import of a particular originating good that has been previously subject to such measure for a period of time equal to the duration of the previous safeguard measure, provided that the period of non-application is at least two years.

4. In order to facilitate adjustment in a situation where the expected duration of the safeguard measure is over one year, the Party applying the safeguard measure shall progressively liberalised at regular intervals during its period of application.

5. When a Party terminates a safeguard measure, the rate of customs duty for the originating good subject to that safeguard measure shall be the rate that, according to the Party's Schedules in Annex 2 (Schedules of Tariff Commitments), would have been in effect but for that safeguard measure.

Article 7.6. Provisional Safeguard Measures

1. In critical circumstances where delay would cause damage which it would be difficult to repair, a Party may apply a provisional safeguard measure, which shall take the form of the measures set out in Article 7.2 pursuant to a preliminary determination by its competent authority that there is clear evidence that imports of an originating good from the other Party have increased as the result of the reduction or elimination of a customs duty under this Agreement, and such increased imports have caused or are threatening to cause serious injury to a domestic industry of the importing Party.

2. Before a Party's competent authority may make a preliminary determination, the Party shall publish a public notice setting forth how interested parties, including importers and exporters, may obtain a non-confidential copy of the application requesting a provisional safeguard measure, and shall to the extent practicable, provide interested parties adequate opportunity after the date it publishes the notice to submit evidence and views regarding the application of a provisional safeguard measure.

3. The applying Party shall notify the other Party prior to applying a provisional safeguard measure and shall initiate consultations immediately after the provisional safeguard measure is applied.

4. The duration of any provisional safeguard measure shall not exceed 200 days, during which period the Party applying that provisional safeguard measure shall comply with the requirements of Article 7.4.

5. The Party shall promptly refund any tariff increases collected if the investigation described in Article 7.4 (1) does not result in a finding that the requirements of Article 7.2 are met.

6. A Party may not apply a provisional safeguard measure until at least 45 days after the date its competent authority initiates the investigation.

Article 7.7. Compensation

1. A Party proposing to apply or extend a bilateral safeguard measure shall, in consultation with the other Party, provide to the other Party mutually agreed, adequate means of trade compensation in the form of concessions having substantially equivalent trade effects or equivalent to the value of the additional customs duties expected to result from the measure. The Party applying a bilateral safeguard measure shall provide the opportunity to consult within 30 days of the date on which the bilateral safeguard measure was applied.

2. If the consultations referred to in paragraph 1 do not result in an agreement on trade compensation within 30 days of the commencement of such consultations, the other Party may suspend the application of substantially equivalent concessions to the trade in goods of the Party applying the bilateral safeguard measure.

3. A Party who intends to suspend the application of concessions shall deliver a written notice to the other Party applying the bilateral safeguard measure at least 30 days before it suspends the application of concessions in accordance with paragraph 2.

4. The right to suspend the application of concessions in accordance with paragraph 2 shall not be exercised for the first two

years during which the bilateral safeguard measure is in effect, provided that the bilateral safeguard measure has been applied as a result of an absolute increase in imports and that such a bilateral safeguard measure conforms to the provisions of this Section.

5. The obligation to provide compensation under paragraph 1 and the right to suspend the application of concessions in accordance with paragraph 2 shall cease on the termination of the bilateral safeguard measure.

6. Any compensation shall be based on the total period of application of the bilateral safeguard measure including, if applicable, the period of application of any provisional safeguard measure.

Section A. II. Global Safeguard Measures

Article 7.8. Global Safeguard Measures

1. Each Party retains its rights and obligations under Article XIX of the GATT 1994 and the WTO Safeguards Agreement. This Agreement does not confer any additional rights or obligations on the Parties with regard to global safeguard measures taken under Article XIX of the GATT 1994 and the Safeguards Agreement.

2. A Party taking a global safeguard measure shall exclude imports of an originating good of the other Party as long as its share of imports of the product concerned in the importing Party does not exceed three per cent of total imports of the concerned product, provided that developing country Members with less than three per cent import share collectively account for not more than nine per cent of total imports of the product concerned.

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

(a) a bilateral or provisional safeguard measure; and

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

4. Where, as a result of a global safeguard measure, a safeguard duty is imposed, the margin of preference, in accordance with the Schedules of Concessions of the Parties under Chapter 2 (Trade in Goods), shall be maintained.

Section B. Anti-Dumping and Countervailing Duties

Article 7.9. General Provisions

1. The Parties reaffirm their rights and obligations under the provisions of Article VI of GATT 1994; the Agreement on Implementation of Article VI of GATT 1994 (Anti-Dumping Agreement); and the Subsidies and Countervailing Measures Agreement (SCM Agreement).

2. The Parties recognise the right to apply measures consistent with Article VI of GATT 1994, the Anti-Dumping Agreement, and the SCM Agreement, and the importance of promoting transparency in anti-dumping and countervailing duty proceedings and provide the opportunity to interested parties to participate meaningfully in such proceedings.

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

4. In any proceeding in which the investigating authority of a Party determines to conduct an on-the-spot investigation, the investigating authority shall follow Annex I of the Anti-Dumping Agreement and Annex VI of the SCM Agreement.

Article 7.10. Notification and Consultations

1. On receipt by a Party's competent authority of a properly documented anti-dumping application with respect to imports from the other, the Party shall provide written notification to the other Party as far in advance of its receipt of the application as possible.

2. On receipt by a Party's competent authority of a properly documented countervailing duty application with respect to imports from another Party and before initiating an investigation, the Party shall, as appropriate and in conformity with the procedural rules provided for in the domestic laws and regulations of the Party, provide written notification to the other Party of its receipt of the application and afford the other Party a meeting to consult with its competent authority regarding the application.

Article 7.11. Disclosure of Essential Facts

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

Article 7.12. Non-Application of Dispute Settlement

Neither Party shall have recourse to Chapter 14 (Dispute Settlement) of this Agreement for any matter arising under this Chapter.

Section C. Cooperation

Article 7.13. Cooperation

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

Chapter 8. TRADE IN SERVICES

Article 8.1. Definitions

For the purposes of this Chapter:

A juridical person is:

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

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

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

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

Aircraft repair and maintenance services mean such achv1ties when undertaken on an aircraft or a part thereof while it is withdrawn from service and do not include so-called line maintenance;

Commercial presence means any type of business or professional establishment through:

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

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

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

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

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

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

(i) that Party; or

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

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

(i) natural persons of that Party; or

(ii) juridical persons of that other Party identified under subparagraph (i);

Measures by a Party means measures taken by:

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

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

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

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

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

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

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

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

Natural person of the other Party: means a national or a permanent resident (1) of the UAE or Cambodia;

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

Person means either a natural person or a juridical person; Sector of a service means:

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

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

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

Service consumer means any person that receives or uses a service; Service of the other Party means a service which is supplied:

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

(b) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party; Service supplier of a Party means any natural or juridical person of a Party that supplies a service; (2)

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

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

Supply of a service includes the production, distribution, marketing, sale and delivery of a service; Trade in services is defined as the supply of a service:

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

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

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

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

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

Article 8.2. Scope

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

2. This Chapter shall not apply to:

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

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

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

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

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

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

(e) measures affecting air traffic rights or measures affecting services directly related to the exercise of air traffic rights, other than measures affecting: (4)

(4) Notwithstanding subparagraphs (iv) and (v), this Chapter shall apply to measures affecting ground handling services" and "airport operation services" only for a Party that opts to make commitments in relation to such services in accordance with Article 8.3 (Schedules of Specific Commitments).

(i) aircraft repair and maintenance services;

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

(iii) computer reservation system services;

(iv) ground-handling services; and

(v) airport operation services.

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

Article 8.3. Schedules of Specific Commitments

1. Each Party shall set out in a schedule, called its Schedule of Specific Commitments, the specific commitments it undertakes in accordance with Articles 8.5, 8.6, and 8.7.

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

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments;

(d) where appropriate, the time-frame for implementation of such commitments; and (e) the date of entry into force of such commitments.

3. Measures inconsistent with both Articles 8.5 and 8.6 shall be inscribed in the column relating to Article 8.5. In this case the inscription will be considered to provide a condition or qualification to Article 8.6 as well.

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

Article 8.4. Most-Favoured Nation Treatment

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

Article 8.5. Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services" contained in Article 8.1 each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments. (5)

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

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

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

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

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test; (6)

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

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

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

supply a service; and

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

Article 8.6. National Treatment

1. With respect to the services sectors inscribed in its Schedule of Specific Commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers. (7)

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

2. A Party may meet the requirement in paragraph 1 by according to services and service suppliers of the other Party either formally identical treatment or formally different treatment to that it accords to its own like services and service suppliers. 3. Formally identical or formally different treatment by a Party shall be considered to be less favourable if it modifies the conditions of competition in favour of services or service suppliers of that Party compared to the like service or service suppliers of the other Party.

Article 8.7. Additional Commitments

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

Article 8.8. Modification of Schedules

Upon written request by a Party, the Parties shall hold consultations to consider any modification or withdrawal of a specific commitment in the requesting Party's Schedule of Specific Commitments. The consultations shall be held within three months after the requesting Party made its request. In the consultations, the Parties shall aim to ensure that a general level of mutually advantageous commitments no less favourable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations is maintained. Modifications of Schedules are subject to any procedures adopted by the Joint Committee established in Chapter 16 (Administration of the Agreement).

Article 8.9. Domestic Regulation

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

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

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

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

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

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

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

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

4. With a view to ensuring that measures relating to qualification requirements and procedures, technical standards, and licensing requirements do not constitute unnecessary barriers to trade in services, in sectors where specific commitments are undertaken, the Parties shall aim to ensure that such requirements are:

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

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

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

5. In determining whether a Party is in conformity with the obligation under paragraph 4, account shall be taken of international standards of relevant international organisations applied by that Party. (8)

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

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

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

Article 8.10. Recognition

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

2. Where a Party recognises, by agreement or arrangement, the education or experience obtained, requirements met, or licenses or certifications granted in the territory of a non-party, that Party shall afford the other Party adequate opportunity to negotiate its accession to such an agreement or arrangement, whether existing or future, or to negotiate a comparable agreement or arrangement with it. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that the education, experience, licences, or certifications obtained or requirements met in that other Party's territory should also be recognised.

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

4. The Parties agree to encourage, where possible, the relevant bodies in their respective territories responsible for issuance and recognition of professional and vocational qualifications to:

(a) strengthen cooperation and to explore possibilities for mutual recognition of respective professional and vocational qualifications; and

(b) pursue mutually acceptable standards and criteria for licensing and certification with respect to service sectors of mutual importance to the Parties.

Article 8.11. Payments and Transfers

1. Except under the circumstances envisaged in Article 8.15, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 8.15 or at the request of the International Monetary

Fund.

Article 8.12. Monopolies and Exclusive Service Suppliers

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

Article 8.13. Business Practices

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

Article 8.14. Safeguard Measures

The Parties note the multilateral negotiations pursuant to Article X of GATS on the question of emergency safeguard measures based on the principle of non-discrimination. Upon the conclusion of such multilateral negotiations, the Parties shall jointly review the results for the purpose of discussing appropriate amendments to this Chapter so as to incorporate the results of such multilateral negotiations.

Article 8.15. Restrictions to Safeguard the Balance-of-Payments

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

2. Where any of the Parties to this Agreement is in serious balance of payments difficulties, or under threat thereof, it may adopt or maintain restrictive measures with regard to trade in services, including on payments and transfers.

3. The rights and obligations of the Parties in respect of such restrictions shall be governed by paragraphs 1 to 3 of Article XII of the GATS, which are hereby incorporated into and made part of this Agreement. A Party adopting or maintaining such restrictions shall promptly notify the Joint Committee thereof

Article 8.16. Denial of Benefits

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

(a) does not maintain diplomatic relations with the non-Party and that non-Party is not a Member of the WTO; or

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

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

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

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

Article 8.17. Review

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

Article 8.18. Annexes

The following Annexes form part of this Chapter:

(a) Annex 8A (Schedules of Specific Commitments);

(b) Annex 8B (Telecommunication services).

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For purposes of this Chapter:

Authentication means the process or act of verifying the identity of a party to an electron'ic communication or transaction and ensuring the integrity of an electronic communication; Customs duty means customs duties as defined in Chapter 2 (Trade in Goods);

Digital or electronic signature means data in digital or electronic form that is in, affixed to, or logically or cryptographically associated with, a digital or electronic document, and that may be used to identify or verify the signatory in relation to the digital or electronic document and indicate the signatory's approval of the information contained in the digital or electronic document;

Digital or electronic transmission or transmitted digitally or electronically means a transmission made using any electromagnetic means, including by photonic means;

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

Personal data means any information, including data, that identifies a particular natural person or information which, even if by itself does not identify a particular natural person, may be easily combined with other information to identify a particular natural person; (1)

(1) This definition is subject to the Parties' laws and regulations concerning personal data protection.

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

Unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access or telecommunications service supplier. (2)

(2) This definition is subject to the Parties' laws and regulations. A Party may apply the definition to unsolicited commercial electronic messages delivered through one or more modes of delivery, including Short Message Service (SMS) or e-mail. Notwithstanding this footnote, Parties should endeavour to adopt or maintain measures consistent with Article 9.11 that apply to other modes of delivery of unsolicited commercial electronic messages.

Article 9.2. Objectives

1. The Parties recognise the economic growth and opportunity that digital trade provides, the importance of avoiding barriers to its use and development, and the importance of frameworks that promote consumer confidence in digital trade and the Parties affirm their rights and obligations under the WTO.

2. The Parties seek to foster an environment conducive to the further advancement of digital trade, including electronic commerce and the digital transformation of the global economy, by strengthening their bilateral relations on these matters.

Article 9.3. General Provisions

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

2. This Chapter shall not apply to:

(a) government procurement; or

(b) information held or processed by or on behalf of a Party, or measures related to such information, including measures related to its collection.

3. For greater certainty, the Parties affirm that measures affecting the supply of a service or good delivered or performed

electronically are subject to the relevant provisions of Chapter 2 (Trade in Goods), Chapter 8 (Trade in Services) and Chapter 10 (Investment), including any Annex, exceptions, or limitations set out in this Agreement that are applicable to such provisions.

4. Neither Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) for any matter arising under this Chapter.

Article 9.4. Customs Duties

1. Each Party shall maintain its current practice of not imposing customs duties on digital or electronic transmissions, between a person of one Party and a person of another Party.

2. The practice referred to in paragraph 1 is in accordance with the WTO Ministerial Decision of 17 June 2022 in relation to the Work Programme on Electronic Commerce WT/MIN(22)/32.

3. For greater certainty, paragraph 1 shall not preclude a Party from imposing internal taxes, fees or other charges on content transmitted digitally or electronically, provided that such taxes, fees or charges are imposed in a manner consistent with this Agreement.

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

Article 9.5. Article 9.5: Domestic Electronic Transactions Framework

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

2. Each Party shall endeavour to:

(a) avoid any unnecessary regulatory burden on electronic transactions; and

(b) facilitate input by relevant stakeholders in the development of its legal framework for electronic transactions, including in relation to trade documentation.

Article 9.6. Authentication

1. Except in circumstances otherwise provided for under its laws and regulations, a Party shall not deny the legal validity of a signature solely on the basis that the signature is in digital or electronic form. (3)

(3) Cambodia shall not be obliged to apply this paragraph for a period of five years after the date of entry into force of this Agreement.

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

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

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

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

3. Notwithstanding paragraph 2, a Party may require that, for a particular category of transactions, the method of authentication meets certain performance standards or is certified by an authority accredited in accordance with its laws and regulations.

4. The Parties shall encourage the use of interoperable means of authentication.

Article 9.7. Paperless Trading

Each Party shall endeavour to:

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

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

Article 9.8. Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective measures to protect consumers from misleading, deceptive, and fraudulent commercial practices when they engage in digital trade.

2. Each Party shall endeavour to adopt or maintain consumer protection laws to proscribe misleading, deceptive, and fraudulent commercial activities that cause harm or potential harm to consumers engaged in digital trade. (4)

(4) For greater certainty, a Party may comply with the obligation in this paragraph by adopting or maintaining measures such as generally-applicable consumer protection laws or regulations or sector-or medium-specific laws or regulations regarding consumer protection.

Article 9.9. Personal Data Protection

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

2. To this end, each Party shall endeavor to adopt or maintain a legal framework that provides for the protection of the personal data of the users of digital trade. (5) In the development of any legal framework for the protection of personal data, each Party should endeavor to take into account principles and guidelines of relevant international organisations.

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

Article 9.10. Principles on Access to and Use of the Internet for Digital Trade

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

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

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

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

Article 9.11. Unsolicited Commercial Electronic Messages

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

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

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

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

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

commercial electronic messages.

Article 9.12. Cross-Border Flow of Lnformation

1. Recognising the importance of the free flow of information in facilitating trade, and acknowledging the importance of protecting personal data, the Parties shall endeavor to refrain from imposing or maintaining unnecessary barriers to electronic information flows across borders.

2. The Parties also recognise that each Party may have its own legal and regulatory requirements concerning the transfer of information by electronic means. A Party may not be prevented from adopting or maintaining any measure that it considers necessary to achieve a legitimate public policy objective, (6) or for the protection of its essential security interests. Such measures shall not be disputed by the other Party.

(6) For purposes of this paragraph, the Parties affirm that the necessity behind the implementation of such legitimate public policy objective shall be decided by the implementing Party.

Article 9.13. Open Data

1. The Parties recognise that facilitating public access to and use of open data contributes to stimulating economic and social benefit, competitiveness, productivity improvements and innovation. To the extent that a Party chooses to make available open data, it shall, subject to its laws and regulations, endeavour, to the extent practicable, to ensure:

(a) that the information is appropriately anonymised, contains descriptive metadata and is in a machine readable, where technically feasible, and open format that allows it to be searched, retrieved, used, reused and redistributed freely by the public; and

(b) that the information is made available in a spatially enabled format with reliable, easy to use and freely available Application Programming Interfaces ("APis") and is regularly updated.

2. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to and use of open data, with a view to enhancing and generating business and research opportunities, subject to its respective laws and regulations.

Article 9.14. Digital Government

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

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

(a) adopting open and inclusive government processes focusing on accessibility, transparency, and accountability in a manner that overcomes digital divides;

(b) promoting cross-sectoral and cross-governmental coordination and collaboration on digital agenda issues;

(c) shaping government processes, services and policies with digital inclusivity in mind;

(d) promoting digital platforms and common digital enablers for efficient government service delivery;

(e) leveraging emerging technologies to build capabilities in anticipation of disasters and crises and facilitating proactive responses;

(f) generating public value from government data, artificial intelligence, and emerging technologies by applying them in the planning, delivering and monitoring of public policies, and adopting rules and ethical principles for the trustworthy, responsible, and safe use of data and technologies;

(g) making open data and policy-making processes (including algorithms) available for the public to engage with, subject to respective laws and regulations; and

(h) promoting initiatives to raise the level of digital capabilities and skills of both the populace and the government workforce.

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

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

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

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

Article 9.15. Digital and Electronic Invoicing

1. The Parties recognise the importance of digital and electronic invoicing to increase the efficiency, accuracy, and reliability of transactions.

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

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

Article 9.16. Digital and Electronic Payments

1. Recognising the rapid growth of digital and electronic payments, in particular those provided by banking and financial institutions, non-bank, non-financial institutions, the Parties shall endeavour to support the development of efficient, safe, and secure cross-border digital and electronic payments by:

(a) fostering the adoption and use of internationally accepted standards for digital and electronic payments;

(b) promoting interoperability and the interlinking of digital electronic payment infrastructures; and

(c) encouraging innovation and competition in digital and electronic payments services.

2. To this end, each Party shall, subject to its laws and regulations, endeavour to:

(a) make publicly available its laws and regulations of general applicability relating to digital and electronic payments, including in relation to regulatory approval, licensing requirements, procedures and technical standards;

(b) finalise decisions on regulatory or licensing approvals relating to digital and electronic payments in a timely manner;

(c) not arbitrarily or unjustifiably discriminate between banking and financial institutions and non-banking, and non-financial institutions in relation to access to services and infrastructure necessary for the operation of digital and electronic payment systems;

(d) adopt or utilise international standards for electronic data exchange between financial institutions and services suppliers to enable greater interoperability between digital and electronic payment systems;

(e) facilitate the use of financial technology infrastructure and encourage banking and financial institutions and non-bank and non-financial institutions to safely and securely make their products and services available to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(f) facilitate innovation and competition and the introduction of new financial and electronic payment products and services in a timely manner.

Article 9.17. Digital Identities

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

(a) developing appropriate frameworks and common standards to foster technical interoperability between each Party's

implementation of digital identities;

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

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

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

Article 9.18. Cooperation

1. Recognising the importance of digital trade to their collective economies, the Parties shall endeavour to maintain a dialogue on regulatory matters relating to digital trade with a view to sharing information and experiences, as appropriate, including on related laws, regulations, and their implementation, and best practices with respect to digital trade, including in relation to:

(a) online consumer protection;

(b) personal data protection;

(c) anti-money laundering and sanctions compliance for digital trade; (d) unsolicited commercial electronic messages;

(e) authentication;

(f) intellectual property concerns with respect to digital trade;

(g) challenges for small and medium-sized enterprises in digital trade;

(h) digital government; and

(i) other areas as mutually agreed by the Parties.

2. The Parties have a shared vision to promote secure digital trade and recognise that threats to cybersecurity undermine confidence in digital trade. Accordingly, the Parties recognise the importance of:

(a) Building the capabilities of their government agencies responsible for computer security incident response, including through exchange of best practices;

(b) Using collaboration mechanisms to cooperate on matters that affect the cybersecurity of the digital infrastructure of the Parties with an aim to build a safe and secure cyberspace; and

(c) Promoting the development of a strong public and private workforce in the area of cybersecurity, including possible initiatives relating to mutual recognition of qualifications.

Chapter 10. INVESTMENT

Article 10.1. UAE-Cambodia Bilateral Investment Treaty

1. The Parties reaffirm their commitments under the Agreement Between the United Arab Emirates and the Kingdom of Cambodia on the Promotion and Reciprocal Protection of Investments, done at Phnom Penh, Cambodia, on 27 July 2017 (UAE-Cambodia Bilateral Investment Agreement) and any subsequent upgrading or amendment thereto. Furthermore, the Parties renew their commitments under the Cambodia-UAE Investment Agreement to foster fruitful cooperation in attracting and facilitating two-way investments.

2. The Parties agreed to upgrade the existing UAE-Cambodia Bilateral Investment Agreement to be more comprehensive in coverage, encompassing promotion, facilitation, and cooperation of investments in future endeavors.

3. Any subsequent upgrading or amendments of the UAE-Cambodia Bilateral Investment Agreement shall be incorporated as part of this Chapter.

Article 10.2. Promotion of Investment

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

Consistent with Article 2 (Promotion and encouragement of investments) of the UAE-Cambodia Bilateral Investment Agreement, the Parties shall take appropriate measures to encourage and facilitate the flow of investments, goods and services, and to secure favorable conditions for long-term economic development and diversification of trade between the two countries.

2. Further to Article 2 (Promotion and encouragement of investments) of the Cambodia-UAE Investment Agreement and subject to their laws and regulations, the Parties shall cooperate to promote investments through, amongst others:

(a) identifying investment opportunities;

(b) intensifying investment promotion campaigns;

(c) sharing information on measures to promote investment abroad, to the extent possible;

(d) exchanging of information on their investment laws, regulations, and policies, to the extent possible;

(e) encouraging an environment conducive to increasing investment flows in order to promote linkages between their investment promotion agencies with a view to promoting bilateral investments;

3. Recognising that facilitating outbound investments of enterprises is a key pillar of bilateral cooperation, the Parties shall intensify their collaboration in this area. To this effect, the Parties shall endeavour to identify and share information on potential outgoing investment sectors and activities and encourage their enterprises to invest in the other Party.

Article 10.3. Facilitation of Investment

1. Subject to its laws and regulations, each Party shall endeavour to facilitate investments from the other Party through, amongst others:

(a) improving the transparency and efficiency of its domestic investment environment, with the aim of facilitating quality investment between the Parties.

(b) creating the necessary environment for all forms of investment including but not limited to the creation of favourable conditions for financial transfers for any investment project;

(c) simplifying procedures for investment applications and approvals;

(d) promoting the dissemination of investment information, including, but not limited to, investment rules, regulations, policies, other bilateral and multilateral free trade agreements, and procedures; and

(e) enhancing one-stop investment arrangements s to provide assistance and advisory services to the business sectors including facilitation of operating licences and permits.

2. Subject to the domestic laws and regulations, each Party shall make available to investors of the other Party the measures prescribing the formalities of establishing an investment. Each Party shall protect any confidential business information from any disclosure that would prejudice the competitive position of the investor or the investment. Nothing in this paragraph shall be construed to prevent a Party from otherwise obtaining or disclosing information in connection with the equitable and good faith application of its domestic law.

3. Each Party shall endeavour to inform the other Party of measures related to investment facilitation that it adopts in the future or when it enters into bilateral, regional, and international agreements relating to investment facilitation.

Article 10.4. Responsible Business Conduct

1. Each Party shall encourage investors and enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate into their business practices and internal policies internationally-recognized principles, standards and guidelines ofresponsible business conduct that have been endorsed or are supported by that Member.

2. In accordance with its legal system, each Party should encourage investors or enterprises operating within its territory to undertake and maintain meaningful engagement and dialogue, in accordance with international responsible business conduct principles, standards and guidelines that have been endorsed or are supported by that Party.

3. Each Party recognises the importance of investors and enterprises implementing due diligence in order to identify and address adverse impacts, such as on the environment and labour conditions, in their operations, their supply chains and other business relationships.

4. The Parties agree to exchange information and best practices, to the extent possible, on ways to facilitate the uptake by enterprises and investors of responsible business practices and reporting, in the Committee of Investment.

Article 10.5. Non-derogation of Health, Safety and Environmental Measures

1. Recognising the importance of promoting investment for green growth, the Parties shall refrain from encouraging investment by investors of the other Party through the relaxation of environmental measures. To this effect, each Party should not waive or otherwise derogate from such environmental measures as an encouragement for the establishment, acquisition or expansion of investments in its territory.

2. The Parties recognise that it is not appropriate to encourage investment by relaxing domestic measures relating to health, safety, the environment, or other regulatory objectives. Accordingly, no Party shall relax, waive or otherwise derogate from, or offer to relax, waive or otherwise derogate from, such measures in order to encourage the establishment, acquisition, expansion or management of the investment of an investor in its territory. If a Party considers that the other Party has offered such an encouragement, it may request consultations with the other Party and the Parties shall consult with a view to avoiding such encouragement.

3. The Parties reaffirm the right of each Party to regulate within its territory to achieve legitimate policy objectives, such as with respect to the protection of the environment and addressing climate change; social or consumer protection; or the promotion and protection of health, safety, gender equality, and cultural diversity.

Article 10.6. Committee on Investment

The Parties shall establish a United Arab Emirates-Cambodia Committee on Investment which shall be composed of representatives of both Parties. The side of the United Arab Emirates will be chaired by the Undersecretary of the Ministry of Finance or the authorized representatives and the side of Cambodia will be chaired by the Secretary General of the Council for the Development of Cambodia or his authorized representatives. The Committee may establish working groups as the Parties deem necessary.

Article 10.7. Objectives of the Committee

1. The objectives of the Committee are as follows:

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

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

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

(d) to work toward the enhancement of investment flows; (e) to identify and work toward the removal of impediments to investment flows; and

(f) to seek the views of the private sector, where appropriate, on matters related to the work of the Committee.

2. For further clarification, the Committee shall not undertake the role of "Settlements of Investment Disputes between an Investor of a Contracting Party and the other Contracting Party" as established by the DAE-Cambodia Bilateral Investment Agreement.

Article 10.8. Role of the Committee

1. The Committee shall meet at such times and venues as agreed by the Parties, but the Parties shall endeavor to meet no less than once per year. A Party may refer a specific trade or investment matter to the Committee by delivering a written request to the other Party that includes a description of the matter concerned. The Committee shall take up the matter promptly after the request is delivered unless the requesting Party agrees to postpone discussion of the matter.

2. The Parties shall endeavor to provide the opportunity for the Committee to discuss a matter before taking actions that could affect adversely the trade or investment interests of the other Party.

3. The functions of the Committee shall be:

(a) to act as the contact point of investment issues raised from this Chapter;

(b) to discuss and review the implementation and operation of this Chapter;

(c) to discuss any other investment-related matters concerning this Chapter; and

(d) to discuss the measures adopted or maintained for the purpose of encouraging favourable conditions for investors of the Parties.

4. The Committee may, as necessary, make appropriate recommendations by consensus to the Parties for the more effective functioning or the attainment of the objectives of this Agreement.

5. The Committee shall be composed of representatives of the Parties. The Committee shall determine its own rules of procedure to carry out its functions.

6. The Committee, upon mutual consent of the Parties, may hold joint meetings with the private sectors.

7. Party shall establish or maintain one or more focal points or appropriate mechanisms.

8. Parties may assign additional functions to the focal points or appropriate mechanisms established under this Article such as to seek to resolve problems of investors or persons seeking to invest that may arise regarding measures covered by this chapter or recommend measures to improve the investment environment.

Article 10.9. Non-Application of Dispute Settlement

1. Neither Party shall have recourse to dispute settlement for any issue arising from or relating to this Chapter.

2. This Chapter shall not serve as a means to interpret any provision of an international investment agreement of a Party, and shall not be used as the basis for a claim or in any way by a claimant under the procedures for the resolution of investment disputes between investors and states provided for in an international investment agreement of a Party.

Chapter 11. INTELLECTUAL PROPERTY

Section A. General Provisions

Article 11.1. Definitions

For the purposes of this Chapter: Intellectual property embodies:

(a) copyright, including copyright in computer programs and in databases, and related rights;

(b) patents and utility models;

(c) trademarks;

(d) industrial designs;

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

(f) geographical indications; and

(g) plant varieties;

National means, in respect of the relevant right, a person of a Party that would meet the criteria for eligibility for protection provided for in the agreements listed in Article 11.5 or the TRIPS Agreement; and

WIPO means the World Intellectual Property Organization.

Article 11.2. Objectives

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

Article 11.3. Principles

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

Article 11.4. Nature and Scope of Obligations

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

Article 11.5. International Agreements

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

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

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

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

(d) Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, done in Madrid, on 27 June 1989;

2. Each Party shall endeavor to ratify or accede to each of the following agreements, if any party is not already a party to that agreement:

(a) Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, done at Marrakesh, on 27 June 2013 (Marrakesh Treaty); and

(b) International Convention for the Protection of New Varieties of Plants, as revised in Geneva on 19 March 1991 (UPOV);

(c) WIPO Performances and Phonogram Treaty, done in Geneva on 20 December 1996 (WPPT);

(d) International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations, done at Rome on 26 October 1961;

(e) WIPO Copyright Treaty, done in Geneva on 20 December 1996 (WCT); and

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

Article 11.6. Intellectual Property and Public Health

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

2. The Parties recognise the principles established in the Doha Declaration on the TRIPS Agreement and Public Health adopted on 14 November 2001 (Doha Declaration), the Hong Kong Ministerial Declaration adopted on 18 December 2005, and any amendment to the TRIPS Agreement to implement the Declaration on TRIPS and Public Health that enters into force with respect to the Parties by the Ministerial Conference of the WTO and confirm that the provisions of this Chapter are without prejudice to the Doha Declaration.

Article 11.7. National Treatment

1. In respect of all categories of intellectual property covered in this Chapter, each Party shall accord to nationals of the other Party treatment no less favourable than it accords to its own nationals with regard to the protection of intellectual property rights subject to the exceptions provided in the TRIPS Agreement and in the multilateral agreements administered by WIPO", to which that Party is party.

2. With respect to secondary uses of phonograms by means of analog communications and free over-the-air broadcasting, however, a Party may limit the rights of the performers and producers of the other Party to the rights its persons are accorded within the jurisdiction of that other Party.

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

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

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

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

Article 11.8. Transparency

1. Each Party shall endeavor, subject to its legal system and practice, to make information concerning applications for and registration of trademarks, geographical indications, industrial designs, patents and plant variety rights accessible for the general public.

2. The Parties also acknowledge the importance of informational materials, such as publicly accessible databases of registered intellectual property rights that assist in the identification of subject matter that has fallen into the public domain.

3. Each Party shall endeavor to make available such information in the English language.

Article 11.9. Application of Chapter to Existing Subject Matter and Prior Acts

1. Unless otherwise provided in this Chapter, this Chapter gives rise to obligations in respect of all subject matter existing at the date of entry into force of this Agreement for a Party and that is protected on that date in the territory of a Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter without unreasonably impairing the fair interest of the third parties.

2. Unless otherwise provided in this Chapter, a Party shall not be required to restore protection to subject matter that on the date of entry into force of this Agreement has fallen into the public domain in its territory.

3. This Chapter does not give rise to obligations in respect of acts that occurred before the date of entry into force of this Agreement.

Article 11.10. Exhaustion of Intellectual Property Rights

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

Section B. Cooperation

Article 11.11. Cooperation Activities and Initiatives

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

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

(b) intellectual property administration and registration systems;

(c) education and awareness relating to intellectual property;

(d) intellectual property issues relevant to:

(i) small and medium-sized enterprises;

(ii) science, technology and innovation activities;

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

(iv) empowering women and youth

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

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

(g) capacity-building;

(h) enforcement of intellectual property rights;

(i) technical assistance for intellectual property development;

(j) genetic resources, traditional knowledge, and traditional cultural expression;

(k) geographical indications;

(l) collective management organization;

(m) creative industry; and

(n) other activities and initiatives as may be mutually determined between the Parties.

Article 11.12. Patent Cooperation

1. The Parties recognize the importance of improving the quality and efficiency of their respective patent registration systems as well as simplifying and streamlining the procedures and processes of their respective patent offices for the benefit of all users of the patent system and the public as a whole.

2. Further to paragraph 1, the Parties shall endeavour to cooperate between their patent offices to facilitate the sharing and use of search and examination work. This may include:

(a) making search and examination results available to the patent office of the other Party; and

(b) exchanging information on quality assurance systems and quality standards relating to patent examination.

3. In order to reduce the complexity and cost of obtaining the grant of a patent, the Parties shall endeavour to cooperate to reduce differences in the procedures and processes of their respective patent offices.

Section C. Trademarks

Article 11.13. Types of Signs Registrable as Trademarks

Each Party shall ensure that any signs or any combination of signs capable of distinguishing the goods and services of one undertaking from those of other undertakings, shall be capable of constituting a trademark. Such signs, inparticular words including personal names, letters, numerals, figurative elements, three dimensional shapes and combinations of colours as well as any combination of such signs, shall be eligible for registration as trademarks. Where signs are not inherently capable of distinguishing the relevant goods or services, Parties may make registrability depend on distinctiveness acquired through use. Each Party shall endeavor to protect sound and smell marks.

Article 11.14. Use of Ldentical or Similar Signs

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

Article 11.15. Exceptions

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

Article 11.16. Well-Known Trademarks

1. No Party shall require as a condition for determining that a trademark is well-known that the trademark has been registered in the Party or in another jurisdiction, included on a list of well-known trademarks, or given prior recognition as a well-known trademark.

2. Article 6bis of the Paris Convention shall apply, mutatis mutandis, to goods or services that are not identical or similar to those identified by a registered well-known trademark (1), provided that use of that trademark in relation to those goods or services would indicate a connection between those goods or services and the owner of the trademark, and provided that the interests of the owner of the trademark are likely to be damaged by such use.

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

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

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark (2), for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide such measures including in cases in which the subsequent trademark is likely to deceive.

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

Article 11.17. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination and registration of trademarks which includes, among other things:

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

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

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

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

Article 11.18. Electronic Trademarks System

Each Party shall endeavor to provide:

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

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

Article 11.19. Classification of Goods and Services

Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement Concerning

the International Classification of Goods and Services for the Purposes of the Registration of Marks, done at Nice, on 15 June 1957, as revised and amended (Nice Classification). Each Party shall provide that:

(a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification; (3) and

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

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

Article 11.20. Term of Protection for Trademarks

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

Section D. Country Names

Article 11.21. Country Names

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

Section E. Geographical Indications

Article 11.22. Protection or Recognition of Geographical Indications

1. Geographical indication means an indication that identifies a good as originating in the territory of a Party, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its geographical origin.

2. The Parties recognise that geographical indications may be protected through trademark or sui generis system.

Article 11.23. Administrative Procedures for the Protection of Geographical Indications

If a Party provides administrative procedures for the protection or recognition of geographical indications, whether through a trademark or sui generis system, that Party shall with respect to applications for that protection or petitions ensure that its laws and regulations governing the filing of those applications or petitions are readily available to the public and clearly set out the procedures for these actions.

Article 11.24. Date of Protection of a Geographical Indication

If a Party grants protection or recognition to a geographical indication that protection or recognition shall commence no earlier than the filing date (4) in the Party or the registration date in the Party, as applicable.

(4) For greater certainty, the filing date referred to in this Article includes, as applicable, the priority filing date under the Paris Convention.

Section F. Patents and Industrial Design

Article 11.25. Grace Period

1. Each Party shall disregard information contained in a public disclosure of an invention related to an application to register a patent (5) if the public disclosure:

(5) For greater certainty, patent may include utility model in accordance with national law and regulations.

(a) was made by the applicant or his predecessors or a person that obtained the information from the applicant or his predecessors inside or outside the territory of a Party; and

(b) occurred within at least 12 months prior to the date of filing of the application according to the domestic law and rules of each Party.

2. Each Party shall disregard the information contained in a public disclosure of a design related to an application to register an industrial design if the public disclosure:

(a) was made by the applicant or his predecessors or a person that obtained the information from the applicant or his predecessors inside or outside the territory of a Party; and

(b) occurred within at least 12 months prior to the date of filing of the application according to the domestic law and rules of each Party.

Article 11.26. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Patent and Industrial Design

Each Party shall provide a system for the examination and registration of patents or industrial designs which includes, among other things:

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

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

(c) providing an opportunity for interested parties to seek cancellation or invalidation of a registered patent or industrial design, and in addition may provide an opportunity for interested parties to oppose the registration of patent or industrial design; and

(d) making decisions in opposition, cancellation, or invalidation proceedings to be reasoned and in writing, which may be delivered by electronic means.

Article 11.27. Amendments, Corrections, and Observations

Each Party shall provide an applicant for a patent or industrial design with at least one opportunity to make amendments, corrections or observations in connection with its application within the boundary of the initial disclosure according to the domestic law and rules of each Party.

Article 11.28. Industrial Design Protection

1. The Parties shall ensure that requirements for securing or enforcing registered industrial design protection do not unreasonably impair the opportunity to obtain or enforce such protection.

2. The duration of protection available for registered industrial designs shall be in total at least 15 years from the date of filing.

Article 11.29. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by a patent or an industrial design, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent or an industrial design and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

Section F. Copyright and Related Rights

Article 11.30. Definitions

For the purposes of Article 11.31 and Articles 11.33 through 11.40, the following definitions apply with respect to performers and producers of phonograms:

(a) broadcasting means the transmission by wireless means for public reception of sounds or of images and sounds or of the representations thereof; such transmission by satellite is also "broadcasting"; transmission of encrypted signals is "broadcasting" if the means for decrypting are provided to the public by the broadcasting organisation or with its consent;

(b) communication to the public of a performance or a phonogram means the transmission to the public by any medium, other than by broadcasting, of sounds of a performance or the sounds or the representations of sounds fixed in a phonogram;

(c) fixation means the embodiment of sounds, or of the representations thereof, from which they can be perceived, reproduced, or communicated through a device;

(d) performance means a performance unfixed or fixed in a phonogram unless otherwise specified;

(e) performers means actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret, or otherwise perform literary or artistic works or traditional culture expressions (TCE);

(f) phonogram means the fixation of the sounds of a performance or of other sounds, or of a representation of sounds, other than in the form of a fixation incorporated in a cinematographic or other audio-visual work;

(g) producer of a phonogram means a person that takes the initiative and has the responsibility for the first fixation of the sounds of a performance or other sounds, or the representations of sounds;

(h) publication of a performance or phonogram means the offering of copies of the performance or the phonogram to the public, with the consent of the right holder, and provided that copies are offered to the public in reasonable quantity;

(i) with respect to copyright and related rights, the term right to authorise or prohibit refers to exclusive rights.

Article 11.31. Right of Reproduction

Each Party shall provide (6) to authors, performers and producers of phonograms (7) the exclusive right to authorise or prohibit all reproduction of their works, performances or phonograms in any manner or form, including in electronic form.

(6) For greater certainty, the Parties understand that it is a matter for each Party's law to prescribe that works, performances or phonograms in general or any specified categories of works, performances and phonograms are not protected by copyright or related rights unless the work, performance or phonogram has been fixed in some material form.

(7) References to "authors, performers, and producers of phonograms" refer also to any of their successors in interest.

Article 11.32. Right of Communication to the Public

Without prejudice to Articles ll(l)(ii), 11 bis(l)(i) and (ii), 1 lter(l)(ii), 14(1)(ii), and 14bis(l) of the Berne Convention, each Party shall provide to authors the exclusive right to authorise or prohibit the communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access these works from a place and at a time individually chosen by them. (8)

(8) The Parties understand that the mere provision of physical facilities for enabling or making a communication does not in itself amount to communication within the meaning of this Chapter or the Berne Convention. The Parties further understand that nothing in this Article precludes a Party from applying Article 10bis(2) of the Berne Convention.

Article 11.33. Right of Distribution

Each Party shall provide to authors, performers and producers of phonograms the exclusive right to authorise or prohibit the making available to the public of the original and copies (9) of their works, performances and phonograms through sale or other transfer of ownership.

(9) The expressions "copies" and "original and copies", that are subject to the right of distribution in this Article, refer exclusively to fixed copies that can be put into circulation as tangible objects.

Article 11.34. Related Rights

1. Each Party shall accord the rights provided for in this Chapter with respect to performers and producers of phonograms: to the performers and producers of phonograms that are nationals (10) of the other Party; and to performances or phonograms first published or first fixed (11) in the territory of the other Party.(12) A performance or phonogram shall be considered first published in the territory of a Party if it is published in the territory of that Party within 30 days of its original publication.

(10) For the purposes of determining criteria for eligibility under this Article, with respect to performers, a Party may treat "nationals" as those who would meet the criteria for eligibility under Article 3 of the WPPT.

(11) For the purposes of this Article, fixation means the finalization of the master tape or its equivalent.

(12) For greater certainty, in this paragraph with respect to performances or phonograms first published or first fixed in the territory of a Party, a Party may apply the criterion of publication, or alternatively, the criterion of fixation, or both. For greater certainty, consistent with Article 11.7 of this agreement, each Party shall accord to performances and phonograms first published or first fixed in the territory of another Party treatment no less favourable than it accords to performances or phonograms first published or first fixed in its own territory.

2. Each Party shall provide to performers the exclusive right to authorise or prohibit:

(a) the broadcasting and communication to the public of their unfixed performances, unless the performance is already a broadcast performance; and

(b) the fixation of their unfixed performances.

3. Each Party shall provide to performers and producers ofphonograms the exclusive right to authorise or prohibit the broadcasting or any communication to the public of their performances or phonograms, by wire or wireless means, (13) (14) and the making available to the public of those performances or phonograms in such a way that members of the public may access them from a place and at a time individually chosen by them.

(13) With respect to broadcasting and communication to the public, a Party may satisfy the obligation by applying Article 15(1) and Article 15(4) of the WPPT and may also apply Article 15(2) of the WPPT, provided that it is done in a manner consistent with that Party's obligations under Article 11.7 of this Agreement.

(14) For greater certainty, the obligation under this paragraph does not include broadcasting or communication to the public, by wire or wireless means, of the sounds or representations of sounds fixed in a phonogram that are incorporated in a cinematographic or other audio-visual work.

4. Notwithstanding paragraph 3 and Article 11.36, the application of the right referred to in paragraph 3 to analog transmissions and non-interactive free over-the-air broadcasts, and exceptions or limitations to this right for those activities, is a matter of each Party's law. (15)

(15) For the purposes of this subparagraph the Parties understand that a Party may provide for the retransmission of non-interactive, free over-the-air broadcasts, provided that these retransmissions are lawfully permitted by that Party's government communications authority; any entity engaging in these retransmissions complies with the relevant rules, orders or regulations of that authority; and these retransmissions do not include those delivered and accessed over the Internet. For greater certainty this footnote does not limit a Party's ability to avail itself of this subparagraph.

Article 11.35. Term of Protection for Copyright and Related Rights

Each Party shall provide that in cases in which the term of protection of a work, performance or phonogram is to be calculated: (16)

(16) For greater certainty, in implementing this Article, nothing prevents a Party from promoting certainty for the legitimate use and exploitation of a work, performance or phonogram during its term of protection, consistent with Article 11.36 and that Party's international obligations.

(a) on the basis of the life of a natural person, the term shall be not less than the life of the author and 50 years after the author's death; (17) and

(17) The Parties understand that if a Party provides its nationals a term of copyright protection that exceeds life of the author plus 70 years, nothing in this Article or Article 11. 7 shall preclude that Party from applying Article 7(8) of the Berne Convention with respect to the term in excess of the term provided in this subparagraph of protection for works of another Party.

(b) on a basis other than the life of a natural person, the term shall be:

(i) not less than 50 years from the end of the calendar year of the first authorised publication (18) of the work, performance or phonogram; or

(18) For greater certainty, for the purposes of subparagraph (b), if a Party's law provides for the calculation of term from fixation rather than from the first authorised publication, that Party may continue to calculate the term from fixation.

(ii) anonymous and pseudonymous works are protected for a period of 50 years as of the beginning of the calendar year subsequent to the year in which such works have been first published, (19)

(19) In case the author of such works has been known or specified or has disclosed his identity, the protection will be lifetime of the author and fifty years thereafter commencing as of the beginning of the calendar year subsequent to the author's death.

(iii) performance or phonogram, not less than 50 years from the end of the calendar year of the creation of the work, performance or phonogram.

Article 11.36. Limitations and Exceptions

1. With respect to this Section, each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram, and do not unreasonably prejudice the legitimate interests of the right holder.

2. This Article does not reduce or extend the scope of applicability of the limitations and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WCT or the WPPT.

Article 11.37. Balance In Copyright and Related Rights Systems

Each Party shall endeavour to achieve an appropriate balance in its copyright and related rights system, among other things by means of limitations or exceptions that are consistent with Article 11.36, including those for the digital environment, giving due consideration to legitimate purposes such as, but not limited to: criticism; comment; news reporting; teaching, scholarship, research, and other similar purposes; and facilitating access to published works for persons who are blind, visually impaired or otherwise print disabled. (20) (21)

(20) As recognised by the Marrakesh Treaty.

(21) For greater certainty, a use that has commercial aspects may in appropriate circumstances be considered to have a legitimate purpose under Article 11.36.

Article 11.38. Contractual Transfers

Each Party shall provide that for copyright and related rights, any person acquiring or holding any economic right (22) in a work, performance or phonogram:

(22) For greater certainty, this provision does not affect the exercise of moral rights.

(a) may freely and separately transfer that right by contract; and

(b) by virtue of contract, including contracts of employment underlying the creation of works, performances or phonograms, shall be able to exercise that right in that person's own name and enjoy fully the benefits derived from that right. (23)

(23) Nothing in this Article affects a Party's ability to establish: (i) which specific contracts underlying the creation of works, performances or phonograms shall, in the absence of a written agreement, result in a transfer of economic rights by operation oflaw; and (ii) reasonable limits to protect the interests of the original right holders, taking into account the legitimate interests of the transferees.

Article 11.39. Obligations Concerning Protection of Technological Measures and Rights Management Information

1. Each Party shall provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that are used by authors, performers or producers of phonograms in connection with the exercise of their rights as provided under Articles 11.31 through 11.34 of this Agreement, that restrict acts, in respect of their works, performances or phonograms, which are not authorised by the authors, performers or producers of phonograms concerned or permitted by law.

2. Each Party shall provide adequate and effective legal remedies against any person who knowingly, without authorisation removes or alters any electronic rights management information and/or distributes, imports for distribution, broadcasts or communicates to the public, without authority, works or copies of works knowing that electronic rights management information (24) has been removed or altered without authority.

(24) For the purpose of clarity, "rights management information" shall be interpreted to be as provided under Article 12 of the WCT.

Article 11.40. Collective Management

The Parties recognise the role of collective management societies for copyright and related rights in collecting and distributing royalties based on practices that are fair, efficient, transparent and accountable, which may include appropriate record keeping and reporting mechanisms.

Section H. Enforcement

Article 11.41. General Obligation In Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its law so as to permit effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious remedies to prevent infringements and remedies that constitute a deterrent to future infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

Article 11.42. Border Measures

1. Each Party shall, in conformity with its domestic law and regulations and the provisions of Part III, Section 4 of the TRIPS Agreement adopt or maintain procedures to enable a right holder, who has valid grounds for suspecting that the importations of counterfeit trademark or pirated copyright goods may take place, to lodge an application in writing with the competent authorities, in the Party in which the border measure procedures are applied, for the suspension by that Party's customs authorities of the release into free circulation of such goods.

2. A Party may enable such an application to be made in respect of goods which involve other infringements of intellectual property rights, provided that the requirements of Part III, Section 4 of the TRIPS Agreement are met. A Party may also provide for corresponding procedures concerning the suspension by the customs authorities of the release of infringing

goods destined for exportation from their territory in accordance with its domestic laws and regulations.

Chapter 12. SMALL AND MEDIUM-SIZED ENTERPRISES

Article 12.1. General Principles

1. The Parties, recognizing the fundamental role of small and medium-sized enterprises (SMEs) in maintaining dynamism and enhancing competitiveness of their respective economies, shall foster close cooperation between their SMEs and cooperate in promoting jobs and growth in SMEs.

2. The Parties recognize the integral role of the private sector in the SME cooperation to be implemented under this Chapter.

Article 12.2. Cooperation to Increase Trade and Investment Opportunities for SMEs

With a view to more robust cooperation between the Parties to enhance commercial opportunities for SMEs, each Party shall seek to increase trade and investment opportunities, and in particular shall:

(a) promote cooperation between the Parties' SMEs support infrastructure, including dedicated SME centers, incubators and accelerators, export assistance centers, and other centers as appropriate, to create an international network for sharing best practices, exchanging market research, and promoting SME participation in international trade, SME digitalization, and technology transfer, as well as business growth in local markets;

(b) strengthen its collaboration with the other Party on activities to promote SMEs owned by women and youth, as well as start-ups, and promote partnerships among these SMEs and their participation in international trade;

(c) enhance its cooperation with the other Party to exchange information and best practices in areas including enhancement of SME's role in Public-Private-Partnerships, improving SME access to capital and credit, and SME participation in covered government procurement opportunities, and helping SMEs adapt to changing market conditions; and

(d) encourage participation in purpose-built mobile or web-based platforms, for business entrepreneurs and counselors to share information and best practices to help SMEs link with international suppliers, buyers, and other potential business partners.

Article 12.3. Information Sharing

1. Each Party shall endeavor to establish or maintain its own free, publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement; and

(c) information designed for SMEs that contains:

(i) a description of the provisions in this Agreement that the Party considers to be relevant to SMEs; and

(ii) any additional information that would be useful for SMEs interested in benefitting from the opportunities provided by this Agreement.

2. Each Party shall include in its website links or information through automated electronic transfer to:

(a) the equivalent website of the other Party; and

(b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party's territory.

3. Subject to each Party's laws and regulations, the information described in paragraph 2(b) may include:

(a) customs regulations, procedures, or enquiry points;

(b) regulations or procedures concerning intellectual property, trade secrets, and patent protection rights;

(c) technical regulations, standards, quality or conformity assessment procedures;

(d) sanitary or phytosanitary measures relating to importation or exportation;

(e) foreign investment regulations;

(f) business registration;

(g) trade promotion programs;

(h) competitiveness programs;

(i) SME investment and financing programs;

(j) taxation or accounting;

(k) government procurement opportunities; and

(l) other information which the Party considers to be useful for SMEs.

4. Each Party shall endeavour to regularly review the information and links on the website referred to in paragraphs 1 and 2 to ensure the information and links are up-to-date and accurate.

5. To the extent possible, each Party shall make the information described in this Article available in English. If this information is available in another authentic language of this Agreement, the Party shall endeavor to make this information available, as appropriate.

Article 12.4. Sub-Committee on SME Issues

1. The Parties hereby establish the Sub-Committee on SME Issues (SME Sub-Committee), comprising national and local government representatives of each Party.

2. The SME Sub-Committee shall:

(a) identify ways to assist SMEs in the Parties' territories to take advantage of the commercial opportunities resulting from this Agreement and to strengthen SME competitiveness;

(b) identify and recommend ways for further cooperation between the Parties to develop and enhance partnerships between SMEs of the Parties;

(c) exchange and discuss each Party's experiences and best practices in supporting and assisting SME exporters with respect to, among other things, training programs, trade education, trade fmance, trade missions, trade facilitation, digital trade, identifying commercial partners in the territories of the Parties, and establishing good business credentials;

(d) promote seminars, workshops, webinars, mentorship sessions, or other activities to inform SMEs of the benefits available to them under this Agreement;

(e) explore opportunities for capacity building to facilitate each Party's work in developing and enhancing SME export counseling, assistance, and training programs;

(f) recommend additional information that a Party may include on the website referred to in Article 12.3;

(g) review and coordinate its work program with the work of other Sub-Committees, working groups, and other subsidiary bodies established under this Agreement, as well as of other relevant international bodies, to avoid duplication of work programs and to identify appropriate opportunities for cooperation to improve the ability of SMEs to engage in trade and investment opportunities resulting from this Agreement;

(h) collaborate with and encourage Sub-Committees, working groups and other subsidiary bodies established under this Agreement to consider SME-related commitments and activities into their work;

(i) review the implementation and operation of this Chapter and SME-related provisions within this Agreement and report findings and make recommendations to the Joint Committee that can be included in future work and SME assistance programs as appropriate;

(j) facilitate the development of programs to assist SMEs to participate and integrate effectively into the Parties' regional and global supply chains;

(k) promote the participation of SMEs in digital trade in order to take advantage of the opportunities resulting from this

Agreement and rapidly access new markets;

(l) facilitate the exchange of information on entrepreneurship education and awareness programs for youth and women to promote the entrepreneurial environment in the territories of the Parties;

(m) submit on an annual basis, unless the Parties decide otherwise, a report of its activities and make appropriate recommendations to the Joint Committee; and

(n) consider any other matter pertaining to SMEs as the SME Sub-Committee may decide, including issues raised by SMEs regarding their ability to benefit from this Agreement.

3. The SME Sub-Committee shall convene within one year after the date of entry into force of this Agreement and thereafter meet annually, unless the Parties decide otherwise.

4. The SME Sub-Committee may seek to collaborate with appropriate experts and international donor organizations in carrying out its programs and activities.

Article 12.5. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 13. ECONOMIC AND TECHNICAL COOPERATION

Article 13.1. Objectives

1. The Parties shall promote cooperation under this Agreement for their mutual benefit in order to liberalize and facilitate trade and investment between the Parties and foster economic growth and trade development of the Parties.

2. Economic and technical cooperation under this Chapter shall be built upon a common understanding between the Parties to support the implementation of this Agreement, with the objective of maximising its benefits, supporting pathways to trade liberalization and investment facilitation, and further improving market access and openness to contribute to the sustainable inclusive economic growth and prosperity of the Parties.

3. Recognizing the importance of enhancing economic and technical cooperation initiatives for their mutual benefit, the Parties agree to promote and improve economic and technical partnerships in areas where the Parties have mutual interests, taking into account the different levels of development and capacity of the Parties.

Article 13.2. Scope and Areas of Cooperation

1. Economic and technical cooperation under this Chapter shall support the inclusive, effective and efficient implementation and utilisation of this Agreement through activities that relate to trade and investment. The Parties shall initially focus on economic and technical cooperation activities in the following areas:

(a) trade development and investment, including the related legal framework;

(b) services, tourism and banking;

(c) SMEs and export promotion;

(d) agriculture, fisheries and agro-processing;

(e) digital trade;

(f) sanitary and phytosanitary measures;

(g) technical regulations, standards, and conformity assessment procedures;

(h) digitalization, innovation, telecommunications, and information communication technology (ICT);

(i) education and human capital development;

(j) intellectual property rights;

(k) customs procedures and trade facilitation;

(l) energy; and

(m) other matters, as agreed between the Parties.

2. The Parties may agree in the Annual Work Program on Economic and Technical Cooperation Activities to modify the above list, including by adding other areas for economic and technical cooperation.

Article 13.3. Annual Work Program on Economic and Technical Cooperation Activities

1. The Sub-Committee on Economic and Technical Cooperation shall adopt an Annual Work Program on Economic and Technical Cooperation Activities (Annual Work Program) based on proposals submitted by the Parties.

2. Each activity in an Annual Work Program developed under this Chapter shall:

(i) be guided by the objectives agreed in Article 13.1;

(ii) be related to trade or investment and support the implementation of this Agreement;

(iii) involve both Parties;

(iv) address the mutual priorities of the Parties;

(v) and avoid duplicating existing economic and technical cooperation activities.

Article 13.4. Competition Policy

1. The Parties recognise the importance of general cooperation in the area of competition policy. The Parties may cooperate to exchange information relating to the development of competition policy, subject to their domestic laws and regulations and available resources. The Parties may conduct such cooperation through their competent authorities.

2. The Parties may consult on matters related to anti-competitive practices and their adverse effects to trade. The consultations shall be without prejudice to the autonomy of each Party to develop, maintain and enforce its domestic competition laws and regulations.

Article 13.5. Resources

1. Resources for economic and technical cooperation under this Chapter shall be provided in a manner as agreed by the Parties and in accordance with the laws and regulations of the Parties.

2. The Parties, on the basis of mutual benefit, may consider cooperation with, and contributions from, external parties to support the implementation of the Annual Work Program.

Article 13.6. Means of Cooperation

The Parties shall endeavor to encourage technical, technological, and scientific economic cooperation, through the following means:

(a) joint organization of conferences, seminars, workshops, meetings, training sessions and outreach, trade exhibitions and education programs;

(b) exchange of delegations, professionals, technicians and specialists from the academic sector, institutions dedicated to research, private sector and governmental agencies, including study visits and internship programs for professional training;

(c) dialogue and exchange of experiences between the Parties' private sector and agencies involved in trade promotion;

(d) initiation of the knowledge-sharing platform aiming to transfer experience and best practices in the field of government development and modernization to other countries through UAE's Government Experience Exchange Programme;

(e) promote joint business initiatives between entrepreneurs including SMEs of the Parties; and

(f) any other form of cooperation that may be agreed by the Parties.

Article 13.7. Capacity Building and Technical Assistance

The Parties, recognising the development and capacity gaps between the Parties and the importance of capacity building for expanding trade, investment and accelerating economic growth, shall endeavour to develop capacity building and technical assistance activities, as agreed upon by the Parties, to support the implementation of this Agreement and other areas as mutually agreed.

Article 13.8. Sub-Committee on Economic and Technical Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Sub-Committee on Economic and Technical Cooperation (Sub-Committee).

2. The Sub-Committee shall undertake the following functions:

(a) monitor and assess the implementation of this Chapter;

(b) identify new opportunities and agree on new ideas for prospective cooperation or capacity building activities;

(c) formulate and develop Annual Work Programme proposals and their implementation mechanisms;

(d) coordinate, monitor and review progress of the Annual Work Programme to assess its overall effectiveness and contribution to the implementation and operation of this Chapter;

(e) suggest amendments to the Annual Work Programme through periodic evaluations;

(f) cooperate with other Sub-Committees and/or subsidiary bodies established under this Agreement to perform stocktaking, monitoring, and benchmarking on any issues related to the implementation of this Agreement, as well as to provide feedback and assistance in the implementation and operation of this Chapter; and

(g) report to and, if deemed necessary, consult with the Joint Committee in relation to the implementation and operation of this Chapter.

Article 13.9. Non-application of Chapter 14 (Dispute Settlement)

Chapter 14 (Dispute Settlement) shall not apply to any matter or dispute arising from this Chapter.

Chapter 14. DISPUTE SETTLEMENT

Article 14.1. Objective

The objective of this Chapter is to establish an effective and efficient mechanism for avoiding and settling disputes between the Parties concerning the interpretation and application of this Agreement with a view to reaching, where possible, a mutually agreed solution.

Article 14.2. Scope

1. Unless otherwise provided for in this Agreement, this Chapter applies with respect to the settlement of any dispute between the Parties concerning the interpretation, implementation, or application of this Agreement (hereinafter referred to as "covered provisions"), wherever a Party considers that: (a) a measure adopted by 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.

2. This Chapter shall not cover non-violation complaints and other situation complaints.

Article 14.3. Contact Points

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written submission, or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

Article 14.4. Request for Information

Before a request for consultations, good offices, conciliation, or mediation is made pursuant to Articles 14.5 or 14.6 respectively, a Party may request in writing any relevant information with respect to a measure at issue. The Party to which that request is made shall make all efforts to provide the requested information in a written response to be submitted no later than 20 days after the date ofreceipt of the request.

Article 14.5. Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 14.2 by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable.

3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall be held within 30 days of the date of receipt of the request. The consultations shall be deemed to be concluded within 30 days of the date of receipt of the request, unless the Parties agree otherwise.

4. Consultations on matters of urgency including those which concern perishable goods, shall be held within 15 days of the date ofreceipt of the request. The consultations shall be deemed to be concluded within those 15 days unless the Parties agree otherwise.

5. During consultations each Party shall provide sufficient information so as to allow a complete examination of the measure at issue including how that measure is affecting the operation and application of this Agreement.

6. Consultations, including all information disclosed and positions taken by the parties during consultations, shall be confidential, and without prejudice to the rights of either Party in any further proceedings.

7. Consultations may be held in person or by any other means of communication agreed by the parties. Unless the parties agree otherwise, consultations, if held in person, shall take place in the territory of the Party to which the request is made.

8. If the Party to which the request is made does not respond to the request for consultations within 10 days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraphs 3 or 4 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may have recourse to Article 14.7.

Article 14.6. Good Offices, Conciliation, or Mediation

1. The Parties may at any time agree to enter into procedures for good offices, conciliation, or mediation. They may begin at any time and be terminated by either Party at any time.

2. Proceedings involving good offices, conciliation, or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings before a forum selected by the Parties.

3. If the Parties agree, procedures for good offices, conciliation, or mediation may continue while the panel procedures proceed.

Article 14.7. Establishment of a Panel

1. The complaining Party may request the establishment of a Panel if:

(a) the respondent Party does not reply to the request for consultations in accordance with the timeframes referred in Article 14.5; or

(b) the consultations referred to in Article 14.5 are not held or fail to settle a dispute within 30 days or 15 days in relation to urgent matters including those which concern perishable goods after the date of the receipt of the request for consultations by the respondent Party.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the other Party and shall identify the measure at issue and indicate the factual basis of the complaint and the legal basis specifying the relevant covered provisions in a manner sufficient to present how such measure is inconsistent with those provisions.

3. When a request is made by the complaining Party in accordance with paragraph 1, a panel shall be established.

Article 14.8. Composition of a Panel

1. Unless the Parties agree otherwise, a panel shall consist of three panelists.

2. Within 20 days of the establishment of a panel, each Party shall appoint a panelist. The parties shall, by common agreement, appoint the third panelist, who shall serve as the chairperson of the panel, within 40 days of the establishment of a panel.

3. If either Party fails to appoint a panelist within the period established in paragraph 2, the other Party to the dispute, within a further period of 20 days, may request the Director-General of the WTO to appoint the remaining panelists within 20 days of the date of such request.

4. If the Director-General of the WTO notifies the Parties to the dispute that he or she is unavailable or does not appoint the remaining panelist within 20 days of the date of the request made pursuant to paragraph 3, any Party to the dispute may request the Secretary-General of the Permanent Court of the Arbitration to appoint the remaining panelist within 20 days of such request.

5. If the Parties do not agree on the chairperson of the panel within the time period established in paragraph 2, they shall within the next 10 days, exchange their respective lists comprising three nominees each who shall not be nationals of either Party. The chairperson shall then be appointed by draw of lot from the lists within 10 days of the expiry of the time period during which the parties shall exchange their respective lists of nominees. The selection by lot of the chairperson of the panel shall be made by the Joint Committee.

6. If a Party fails to submit its list of three nominees within the time period established in paragraph 4, the chairperson shall be appointed by draw of lot from the list submitted by the other Party.

7. The date of composition of the panel shall be the date on which the last of the three selected panelists has notified to the parties the acceptance of his or her appointment.

Article 14.9. Decision on Urgency

If a Party so requests, the panel shall decide, within 15 days of its composition, whether the dispute concerns matters of urgency.

Article 14.10. Requirements for Panelists

1. Each panelist shall:

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

(b) be independent of, and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct for Panelists established in Annex 14B (Code of Conduct for Panelists); and

(e) be chosen strictly on the basis of objectivity, reliability, and sound judgement.

2. The chairperson shall also have expenence m dispute settlement procedures.

3. Persons who provided good offices, conciliation, or mediation to the Parties, pursuant to Article 14.6 in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panelists in that matter.

Article 14.11. Replacement of Panelists

If any of the panelists of the original panel becomes unable to act, withdraws, or needs to be replaced because that panelist

does not comply with the requirements of the code of conduct, a successor panelist shall be appointed in the same manner as prescribed for the appointment of the original panelist and the successor shall have the powers and duties of the original panelist. The work of the panel shall be suspended during the appointment of the successor panelist.

Article 14.12. Functions of the Panel

Unless the parties otherwise agree, the panel:

(a) shall make an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of and conformity of the measure at issue with the covered provisions;

(b) shall set out, in its decisions and reports, the findings of fact and law and the rationale behind any findings and conclusions that it makes; and

(c) should consult regularly with the Parties and provide adequate opportunities for the development of a mutually agreed solution.

Article 14.13. Terms of Reference

1. Unless the Parties otherwise agree within 15 days of the date of establishment of the panel, the terms ofreference of the panel shall be: "to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings on the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 14.17 and 14.18."

2. If the Parties agree on other terms of reference than those referred to in paragraph 1, they shall notify the agreed terms ofreference to the panel no later than five days after their agreement.

Article 14.14. Rules of Lnterpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law.

2. When appropriate, the panel may also take into account relevant interpretations in reports of prior panels established under this Agreement and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

Article 14.15. Procedures of the Panel

1. Unless the parties otherwise agree, the panel shall follow the model rules of procedure set out in Annex 14A (Rules of Procedure for the Panel).

2. The panel may, after consulting with the parties, adopt additional rules of procedure not inconsistent with the model rules of procedures.

3. There shall be no ex parte communications with the Panel concerning matters under its consideration.

4. The deliberations of the Panel and the documents submitted to it shall be kept confidential.

5. A Party asserting that a measure of the other Party is inconsistent with this Agreement shall have the burden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

6. The Panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually agreed solution.

7. The Panel shall make its decisions, including its reports by consensus, but if consensus is not possible then by majority of its members. Any member may furnish separate opinions on matters not unanimously agreed, but dissenting opinions of members shall in no case be disclosed.

Article 14.16. Receipt of Lnformation

1. Upon the request of a Party, or on its own initiative, the panel may seek from the Parties relevant information it considers

necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. Upon the request of a Party or on its own initiative, the panel may seek from any source any information it considers appropriate. The panel also has the right to seek the opinion of experts, as it considers appropriate, and subject to any terms and conditions agreed by the Parties, where applicable.

3. On request of a Party, or on its own initiative, the panel may seek information and technical advice from any individual or body that it deems appropriate, provided that the Parties agree and subject to such terms and conditions as the Parties agree. The panel shall provide the Parties with any information so obtained for comment.

4. Any information obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

Article 14.17. Interim Report

1. The panel shall deliver an interim report to the Parties within 90 days of the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. Under no circumstances shall the delay exceed 30 days after the deadline.

2. The interim report shall set out a descriptive part and the panel's findings and conclusions.

3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim report within 15 days of the date of issuance of the interim report. A Party may comment on the others Party's request within six days of the delivery of the request.

4. After considering any written comments and requests by each party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 14.18. Final Report

1. The panel shall deliver its final report to the Parties within 120 days of the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. Under no circumstances shall the delay exceed 30 days after the deadline.

2. The final report shall include a discussion of any written comments and requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. The final report shall be made public within 15 days of its delivery to the parties unless the parties otherwise agree to publish the final report only in parts or not to publish the final report.

Article 14.19. Implementation of the Final Report

1. Where the panel finds that the respondent Party has acted inconsistently with a covered provision, the respondent Party shall take any measure necessary to comply promptly and in good faith with the findings and conclusions in the fmal report.

2. The respondent Party shall promptly comply with the ruling of the Panel. If it is impracticable to comply immediately, the respondent Party shall, no later than 30 days after the delivery of the final report, notify the complaining Party of the length of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the fmal report.

Article 14.20. Reasonable Period of Time for Compliance

1. If the Parties have not agreed on the length of the reasonable period of time, the complaining Party may, no later than 20 days after the date of receipt of the notification made by the respondent Party in accordance with Article 14.19 request in writing the original panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the respondent Party. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The original panel shall deliver its decision to the Parties within 20 days of the relevant request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the parties.

Article 14.21. Compliance Review

1. The respondent Party shall deliver a written notification of its progress in complying with the final report to the complaining Party at least one month before the expiry of the reasonable period of time for compliance with the final report unless the Parties agree otherwise.

2. The respondent Party shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the complaining Party of any measure that it has taken to comply with the final report along with a description on how the measure ensures compliance sufficient to allow the complaining Party to assess the measure before the expiry of the reasonable period of time.

3. Where the Parties disagree on the existence of measures to comply with the final report, or their consistency with the covered provisions, the complaining Party may request in writing the original panel to decide on the matter before compensation can be sought or suspension of benefits can be applied in accordance with Article 14.22.1 (c). Such request shall be notified simultaneously to the respondent Party.

4. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why any measures taken by the respondent fail to comply with the final report or are otherwise inconsistent with the covered provisions.

5. The panel shall deliver its decision to the Parties within 60 days of the date of delivery of the request.

Article 14.22. Temporary Remedies In Case of Non-Compliance

1. If the respondent Party:

(a) fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time;

(b) notifies the complaining Party in writing that it is not possible to comply with the final report within the reasonable period of time; or

(c) if the original panel finds that no measure taken to comply exists or that the measure taken to comply with the final report as notified by the Party complained against is inconsistent with the covered provisions;

The respondent Party shall, on request of the complaining Party, enter into consultations with a view to agreeing on a mutually satisfactory agreement or any necessary compensation.

2. If the parties fail to reach a mutual satisfactory agreement or to agree on compensation within 30 days of the date ofreceipt of the request made in accordance with paragraph 1, the complaining Party may deliver a written notification to the respondent Party that it intends to suspend the application to that Party of benefits or other obligations under this Agreement. The notification shall specify the level of intended suspension of benefits or other obligations.

3. The complaining Party may begin the suspension of benefits or other obligations referred to in the preceding paragraph 30 days after the date when it served notice on the Party complained against, unless the respondent Party made a request under paragraph 7.

4. The suspension of benefits or other obligations:

(a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the respondent Party to comply with the final report; and

(b) shall be restricted to benefits accruing to the respondent Party under this Agreement.

5. In considering what benefits to suspend in accordance with paragraph 2, the complaining Party shall apply the following principles:

(a) the complaining Party should first seek to suspend benefits in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement or have caused nullification or impairment; (1)

(1) For the purposes of this paragraph, "sector" means: (i) with respect to goods, all goods; (ii) with respect to services, a principal sector as

identified in the current "Services Sectoral Classification List" which identifies such sectors.

(b) the complaining Party may suspend benefit in other sectors, if it considers that it is not practicable or effective to suspend benefits or other obligations in the same sector; and

(c) in the selection of the benefits to suspend, the complaining Party shall endeavour to take into consideration those which least disturb the implementation of this Agreement.

6. The suspension of benefits or other obligations shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions which has been found in the final report has been removed, or until the Parties have agreed on a mutually satisfactory agreement or any necessary compensation.

7. If the respondent Party considers that the suspension of benefits does not comply with paragraphs 4 and 5, that Party may request in writing the original panel to examine the matter no later than 15 days after the date of receipt of the notification referred to in paragraph 2. That request shall be notified simultaneously to the complaining Party. The original panel shall notify to the parties its decision on the matter no later than 30 days after the receipt of the request from the respondent Party. Benefits or other obligations shall not be suspended until the original panel has delivered its decision. The suspension of benefits or other obligations shall be consistent with this decision.

Article 14.23. Review of Any Measure Taken to Comply after the Adoption of Temporary Remedies

1. Upon the notification by the respondent Party to the complaining Party of the measure taken to comply with the final report:

(a) in a situation where the right to suspend benefits or other obligations has been exercised by the complaining Party in accordance with Article 14.22, the complaining Party shall terminate the suspension of benefits or other obligations no later than 30 days after the date ofreceipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the respondent Party may terminate the application of such compensation no later than 30 days after the date ofreceipt of the notification, with the exception of the cases referred to in paragraph 2.

2. If the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions within 30 days of the date of receipt of the notification, the complaining Party shall request in writing the original panel to examine the matter. That request shall be notified simultaneously to the respondent Party. The decision of the panel shall be notified to the Parties no later than 30 days after the date of submission of the request. If the panel decides that the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions, the suspension of benefits or other obligations, or the application of the compensation, shall be terminated no later than 15 days after the date of the decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of benefits or other obligations, or of the compensation, shall be adapted in light of the decision of the panel. Article

Article 14.24. Suspension and Termination of Proceedings

If both Parties so request, the panel shall suspend for a period agreed by the Parties and not exceeding 12 consecutive months. In the event of a suspension of the work of the panel, the relevant time periods under this Section shall be extended by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of both Parties. If the work of the panel has been suspended for more than 12 consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated.

Article 14.25. Choice of Forum

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both Parties.

2. When a dispute arises with regard to the alleged inconsistency of a particular measure with an obligation under this Agreement and a substantially equivalent obligation under another international trade agreement to which both Parties are Party, including the WTO agreements, the complaining Party may select the forum in which to settle the dispute.

3. Once a Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the particular measure referred to in paragraph 2, that Party shall not initiate dispute settlement proceedings in another forum with respect to that particular measure unless the forum selected first fails to make findings on the issues in dispute for jurisdictional or procedural reasons.

4. For the purposes of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 14.7;

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated when a Party requests the establishment of a dispute settlement panel in accordance with the relevant provisions of that agreement.

Article 14.26. Costs

1. Unless the Parties otherwise agree, the costs of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by both Parties.

2. Each Party shall bear its own expenses and legal costs in the panel proceedings.

Article 14.27. Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 14.2.

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 14.28. Time Periods

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act to which they refer.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties. Article 14.29: Annexes The Joint Committee may modify the Annexes 14A (Rules of Procedure) and 14B (Code of Conduct for Panelists).

Article 14.30. Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect its operation.

Annex 14A. Rules of Procedure for the Panel

Timetable

1. After consulting the Parties, the panel shall, whenever possible within seven days of the appointment of the final panelist, fix the timetable for the panel process. The indicative timetable attached to this Chapter should be used as a guide.

2. The panel process shall, as a general rule, not exceed 120 days from the date of establishment of the panel until the date of the final report, unless the Parties otherwise agree.

3. Should the panel consider there is a need to modify the timetable, it shall inform the Parties in writing of the proposed modification and the reason for it.

Written Submissions and other Documents

4. Unless the panel otherwise decides, the complaining Party shall deliver its first written submission to the panel no later than 20 days after the date of appointment of the final panelist. The Party complained against shall deliver its first written submission to the panel no later than 20 days after the date of delivery of the complaining Party's first written submission. Copies shall be provided for each panelist.

5. Each Party shall also provide a copy of its first written submission to the other Party at the same time as it is delivered to the panel.

6. Within 20 days of the conclusion of the hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

7. The Parties shall transmit all information or written submissions, written versions of oral statements and responses to questions put by the Panel to the other Party to the dispute at the same time as it is submitted to the Panel.

8. All written documents provided to the panel or by one Party to the other Party shall also be provided in electronic form.

9. Minor errors of a clerical nature in any request, notice, written submission, or other document related to the panel proceeding may be corrected by delivery of a new document clearly indicating the changes.

Operation of the Panel

10. The Chair of the panel shall preside at all of its meetings. The panel may delegate to the Chair the authority to make administrative and procedural decisions.

11. Panel deliberations shall be confidential. Only panelists may take part in the deliberations of the panel. The reports of panels shall be drafted without the presence of the Parties in the light of the information provided and the statements made.

12. Opinions expressed in the panel report by individual panelists shall be anonymous.

Hearings

13. The Parties shall be given the opportunity to attend hearings and meetings of the Panel.

14. The timetable established in accordance with Rule 1 shall provide for at least one hearing for the Parties to present their cases to the panel.

15. The panel may convene additional hearings if the Parties so agree.

16. All panelists shall be present at hearings. Panel hearings shall be held in closed session with only the panelists and the Parties in attendance. However, in consultation with the Parties, assistants, translators, or designated note takers may also be present at hearings to assist the panel in its work. Any such arrangements established by the panel may be modified with the agreement of the Parties.

17. The hearing shall be conducted by the panel in a manner ensuring that the complaining Party and the respondent Party are afforded equal time to present their case. The panel shall conduct the hearing in the following manner: argument of the complaining Party; argument of the respondent Party; the reply of the complaining Party; the counter-reply of the respondent; closing statement of the complaining Party; and closing statement of the respondent Party. The Chair may set time limits for oral arguments to ensure that each Party is afforded equal time.

Questions

18. The panel may direct questions to either Party at any time during the proceedings. The Parties shall respond promptly and fully to any request by the panel for such information as the panel considers necessary and appropriate.

19. Where the question is in writing, each Party shall also provide a copy of its response to such questions to the other Party at the same time as it is delivered to the panel. Each Party shall be given the opportunity to provide written comments on the response of the other Party.

Confidentiality

20. The panel's hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the panel by the other Party which that Party has designated as confidential.

21. Where a Party designates as confidential its written submissions to the panel, it shall, on request of the other Party, provide the panel and the other Party with a non-confidential summary of the information contained in its written

submissions that could be disclosed to the public no later than 10 days after the date of request. Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public.

Working language

22. The working language of the panel proceedings, including for written submissions, oral arguments or presentations, the report of the panel and all written and oral communications between the Parties and with the panel, shall be English.

Venue

23. The venue for the hearings of the panel shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the respondent Party complained against, and any additional hearings shall alternate between the territories of the Parties.

Expenses

24. The panel shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains. Indicative Timetable for the Panel Panel established on xx/xx/xxxx.

25. Receipt of first written submissions of the Parties:

(a) complaining Party: 20 days after the date of appointment of the final panelist;

(b) respondent Party: 20 days after (a).

26. Date of the first hearing with the Parties: 20 days after receipt of the first submission of the respondent Party against.

27. Receipt of written supplementary submissions of the Parties: 20 days after the date of the first hearing.

28. Issuance of initial report to the Parties: 90 days of the date of composition of the panel.

29. Deadline for the Parties to provide written comments on the initial report: 15 days after the issuance of the initial report.

30. Issuance of final report to the Parties: within 120 days of the date of composition of the panel.

Annex 14B. Code of Conduct for Panelists

Definitions

1. For the purposes of this Annex:

(a) assistant means a person who, under the terms of appointment of a panelist, conducts research or provides support for the panelist;

(b) panelist means a member of a panel established under Article 14.7;

(c) proceeding, unless otherwise specified, means the proceeding of a panel under this Chapter; and

(d) staff, in respect of a panelist, means persons under the direction and control of the panelist, other than assistants. Responsibilities to the Process

2. Every panelist shall avoid impropriety and the appearance of impropriety, shall be independent and impartiaL shall avoid direct and indirect conflicts of interests and shall observe high standards ofconduct so that the integrity and impartiality of the dispute settlement process are preserved. Former panelists shall comply with the obligations established in paragraphs 18 through 21.

Disclosure Obligations

3. Prior to confirmation of his or her selection as a panelist under this Agreement, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. Once selected, a panelist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the Joint Committee for

consideration by the Parties. The obligation to disclose is a continuing duty, which requires a panelist to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

Performance of Duties by Panelists

5. A panelist shall comply with this Chapter and the applicable rules of procedure in Annex 14A (Rules of Procedure).

6. On selection, a panelist shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence.

7. A panelist shall not deny other panelists the opportunity to participate in all aspects of the proceeding.

8. A panelist shall consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person.

9. A panelist shall take all appropriate steps to ensure that the panelist's assistant and staff are aware of, and comply with, paragraphs 2, 3, 4, 19, 20, and 21.

10. A panelist shall not engage m ex parte contacts concemmg the proceeding.

11. A panelist shall not communicate matters concerning actual or potential violations of this Annex by another panelist unless the communication is to both Parties or is necessary to ascertain whether that panelist has violated or may violate this Annex.

Independence and Impartiality of Panelists

12. A panelist shall be independent and impartial. A panelist shall act in a fair manner and shall avoid creating an appearance of impropriety or bias.

13. A panelist shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party, or fear of criticism.

14. A panelist shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the panelist's duties.

15. A panelist shall not use his or her position on the panel to advance any personal or private interests. A panelist shall avoid actions that may create the impression that others are in a special position to influence the panelist. A panelist shall make every effort to prevent or discourage others from representing themselves as being in such a position.

16. A panelist shall not allow past or existing financial, business, professional, family, or social relationships or responsibilities to influence the panelist's conduct or judgement.

17. A panelist shall avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panelist's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

18. A panelist or former panelist shall avoid actions that may create the appearance that the panelist was biased in carrying out the panelist's duties or would benefit from the decision or report of the panel.

Maintenance of Confidentiality

19. A panelist or former panelist shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

20. A panelist shall not disclose a panel report, or parts thereof, prior to its publication.

21. A panelist or former panelist shall not at any time disclose the deliberations of a panel, or any panelist's view, except as required by legal or constitutional requirements.

Chapter 15. EXCEPTIONS

Article 15.1. General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 4 (Customs Procedures and Trade

Facilitation), Chapter 5 (Sanitary and Phytosanitary Measures), and Chapter 6 (Technical Barriers to Trade), Article XX of the GAIT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

2. For the purposes of Chapters 8 (Trade in Services) and Chapter 9 (Digital Trade) (1), Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, mutatis mutandis.

(1) This paragraph is without prejudice to whether a Party considers a digital product to be a good or service.

Article 15.2. Security Exceptions

Nothing in this Agreement shall be construed:

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

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

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

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

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) relating to the protection of critical public infrastructure, including, but not limited to, critical communications infrastructure, power infrastructure and water infrastructure, from deliberate attempts intended to disable or degrade such infrastructure;

(v) taken in time of domestic emergency, or war or other emergency in international relations; or

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

Article 15.3. Taxation

1. Nothing in this Agreement shall apply to any taxation measure. (2)

(2) For the avoidance of doubt, provisions where corresponding rights and obligations are also granted or imposed under the WTO Agreement shall apply to taxation measures.

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

Chapter 16. ADMINISTRATION OF THE AGREEMENT

Article 16.1. Joint Committee

1. The Parties hereby establish a Joint Committee.

2. The Joint Committee:

(a) shall be composed of representatives of the UAE and Cambodia; and

(b) may establish standing or ad hoc Sub-Committees or working groups and assign any of its powers thereto.

3. The Joint Committee shall meet within one year from the entry into force of this Agreement. Thereafter, it shall meet every two years, unless the Parties agree otherwise, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties.

4. The Joint Committee shall also hold special sessions without undue delay from the date of a request thereof from either Party.

5. The functions of the Joint Committee shall be as follows:

(a) to review and assess the results and overall operation of this Agreement in the light of the experience gained during its application and its objectives;

(b) to consider any amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement;

(c) to endeavour to amicably resolve disputes between the Parties arising from the interpretation or application of this Agreement;

(d) to supervise and coordinate the work of all Sub-Committees and working groups established under this Agreement;

(e) to consider any other matter that may affect the operation of this Agreement;

(f) if requested by either Party, to propose mutually agreed interpretations to be given to the provisions of this Agreement;

(g) to adopt decisions or make recommendations as envisaged by this Agreement; and

(h) to carry out any other functions as may be agreed by the Parties.

6. The Joint Committee shall establish its own working procedures, which shall form an integral part of this Agreement.

7. Meetings of the Joint Committee and of any standing or ad hoc Sub-Committees or working groups may be conducted in person or by any other means as determined by the Parties.

Article 16.2. Communications

1. Each Party shall, within 30 days after the entry into force, designate a contact point to receive and facilitate official communications between the Parties on any matter relating to this Agreement. Each Party shall, as soon as possible, notify the other Party of any change to the contact point.

2. All official communications in relation to this Agreement shall be in the English language .

Chapter 17. FINAL PROVISIONS

Article 17.1. Annexes, Side Letters, and Footnotes

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

Article 17.2. 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 both Parties are party.

2. If a Party considers that a provision of the Agreement is inconsistent with a provision of another agreement to which both Parties are party, upon request the Parties shall consult with a view to reaching a mutually satisfactory solution. This paragraph shall be without prejudice to the Parties' rights and obligations under Chapter 14 (Dispute Settlement).

3. For the purposes of application of this Agreement, the Parties agree that the fact that an agreement provides more favorable treatment of goods, services, investment, or persons than that provided of under this Agreement does not mean there is an inconsistency within the meaning of paragraph 2.

Article 17.3. Amendments

1. If any international agreement, or any provision therein, referred to in this Agreement or incorporated into this Agreement is amended, or such an international agreement is succeeded by another international agreement, the Parties shall, on request of either Party, consult and agree on whether it is necessary to amend this Agreement, unless otherwise provided in this Agreement.

2. Either Party may submit proposals for amendments to this Agreement to the Joint Committee for consideration and recommendation.

3. Amendments to this Agreement shall, after recommendation by the Joint Committee, be submitted to the Parties for approval or ratification in accordance with their respective constitutional requirements or internal legal procedures.

4. Amendments to this Agreement shall enter into force in the same manner as provided for in Article 17.7, unless otherwise agreed by the Parties.

Article 17.4. General Review

1. The Parties shall undertake a review of their commitments under Trade in Services with a view to enhance trade among the Parties, three years after the date of entry into force of this agreement, unless the Parties agree otherwise.

2. The Parties shall undertake a general review of this Agreement with a view to updating and enhancing it to ensure that this Agreement remains relevant to the trade and investment issues and challenges confronting the Parties every five year after its entry into force, unless the Parties agree otherwise.

3. In conducting a review pursuant to this Article, the Parties shall: (a) consider ways to further enhance trade and investment between them; and (b) take into account: (i) the work of the Joint Committee, Sub-Committees and subsidiary bodies established pursuant to Chapter 16 (Administration of the Agreement); and (ii) relevant developments in international fora.

Article 17.5. Accession

1. This Agreement shall be open for accession by any country or group of countries after the date of entry into force of this Agreement. Any country or group of countries may accede to this Agreement subject to such terms and conditions as may be agreed between the country or group of countries and the Parties.

2. A country or group of countries may seek to accede to this Agreement by submitting a request in writing through diplomatic channels to the Parties.

3. Subject to the terms and conditions agreed pursuant to paragraph 1, a country or group of countries shall become a Party to this Agreement 60 days after the date on which the acceding country(s) notify in writing through diplomatic channels that they have completed their respective applicable internal legal procedures.

4. In addition to this Article, the accession process shall be carried out in accordance with the procedure for accession to be adopted by the Joint Committee.

5. Notwithstanding paragraphs 1 through 4, this article shall not be construed to prevent any Party to this Agreement from entering bilateral negotiation or multilateral negotiations with any country or group of countries who seeks to accede to this Agreement.

Article 17.6. Duration and Termination

1. This Agreement shall be valid for an indefinite period.

2. Either Party may terminate this Agreement by written notification through diplomatic channels to the other Party, and such termination shall take effect six months after the date of the notification.

Article 17.7. Entry Into Force

This Agreement shall enter into force 60 days following the date of the later diplomatic note by which the Parties notify each other that they have completed all necessary requirements and internal legal procedures for the entry into force of this Agreement or on any date following the exchange of the notes as agreed upon by the Parties.

Article 17.8. Authentic Texts

This Agreement is done in the Khmer, Arabic and English languages, each version being equally valid and authentic. In case of any divergence, the English text shall prevail.

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

DONE at Phnom Penh, on 08 June 2023.

FOR THE GOVERNMENT OF THE UNITED ARAB EMIRATES

FOR THE GOVERNMENT OF THE KINGDOM OF CAMBODIA