AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE HASHEMITE KINGDOM OF JORDAN ON RECIPROCAL TRADE

Preamble

The United States of America ("United States") and the Hashemite Kingdom of Jordan ("Jordan") (individually a "Party" and collectively "the Parties"),

EMPHASIZING their shared values, including democracy, economic freedom, and the rule of law;

RECOGNIZING the special bonds of friendship and cooperation between them, in particular in their trade and investment relations;

INTENDING to enhance reciprocity in their bilateral trade relationship by securing preferential trade arrangements and addressing tariff and non-tariff barriers;

SEEKING to strengthen their commercial relationship through increased alignment on national and regional economic security matters; and

DESIRING to supplement their rights and obligations under the Agreement between the United States of America and the Hashemite Kingdom of Jordan on the Establishment of a Free Trade Area, done at Washington on October 24, 2000 (U.S. – Jordan FTA),

HAVE AGREED as follows:

Section 1. Tariffs and Quotas

Article 1.1. Tariffs

1. Jordan shall apply a rate of customs duty on an originating good of the United States as set out in the U.S. – Jordan FTA.

2. The United States shall apply tariff treatment for originating goods of Jordan as set out in Annex I of this Agreement.

Article 1.2. Quotas

Jordan shall not impose quotas on imports of originating goods of the United States except as the Parties otherwise agree.

Section 2. Non-Tariff Barriers and Related Matters

Article 2.1. Import Licensing

Jordan shall not apply import licensing[1] to U.S. originating goods in a manner that restricts the importation of such goods. Jordan shall ensure that any non-automatic import licensing that it applies is applied only to administer an underlying measure, and in a manner that is transparent, nondiscriminatory, and not unduly burdensome and that does not reduce the competitiveness of U.S. exports.

[1] For greater certainty, "import licensing", "automatic import licensing", and "non-automatic import licensing" have the same meanings as provided in the World Trade Organization (WTO) Agreement on Import Licensing Procedures.

Article 2.2. Technical Regulations, Standards, and Conformity Assessment

1. Jordan shall allow U.S. originating goods that comply with applicable U.S. or international standards, U.S. technical regulations, or U.S. or international conformity assessment procedures to enter its territory without additional conformity assessment requirements. In doing so:

(a) Jordan shall accord to the conformity assessment bodies of the United States treatment no less favorable than that it accords to its own bodies.

(b) Jordan shall facilitate the acceptance of U.S. compliance procedures for goods which are not subject to third-party conformity assessment in the U.S. regulatory framework.[2]

[2] This paragraph does not apply to Jordan's requirements regarding voltage or compliance with domestic requirements implementing Sharia law.

2. Jordan shall ensure that technical regulations, standards, and conformity assessment procedures are applied in a non-discriminatory manner and do not operate as disguised restrictions on bilateral trade, and shall remove existing technical barriers to trade in areas that undermine reciprocity, including requirements for duplicative or unnecessary testing or conformity assessment requirements.

Article 2.3. Agriculture

1. The United States shall provide non-discriminatory or preferential market access for Jordanian agricultural goods as set forth in Annex I, and Jordan shall provide non-discriminatory or preferential market access for U.S. agricultural goods as set forth in the U.S. – Jordan FTA.

2. Jordan shall ensure that its sanitary and phytosanitary (SPS) measures are science- and risk-based; based on relevant international standards, guidelines, and recommendations developed by the Codex Alimentarius Commission, the World Organization for Animal Health, and the International Plant Protection Convention; and do not operate as disguised restrictions on bilateral trade. In this regard, Jordan shall remove unjustified SPS barriers in areas that undermine reciprocity.

3. Jordan shall not adopt or maintain non-scientific, discriminatory, or preferential measures that are incompatible with U.S. or international standards or otherwise disadvantage U.S. exports to Jordan, including as a result of entering into agreements or understandings with third countries.

Article 2.4. Geographical Indications

Jordan shall ensure transparency and fairness with respect to the protection or recognition of geographical indications, including pursuant to an international agreement. In cases where Jordan protects or recognizes a term that identifies a good as a geographical indication but where there is no given quality, reputation, or other characteristic of the good that is essentially attributable to its geographical origin, Jordan shall permit use of the term in connection with U.S. goods.

Article 2.5. Cheese and Meat Terms

Jordan shall not restrict U.S. market access due to the mere use of the individual cheese and meat terms listed in Annex II.

Article 2.6. Intellectual Property [3]

Jordan shall provide a robust standard of protection for intellectual property.[4] Jordan shall provide effective systems for civil, criminal, and border enforcement of intellectual property rights and shall ensure that such systems combat and deter the infringement or misappropriation of intellectual property, including in the online environment. Jordan shall prioritize and shall take effective criminal and border enforcement actions against copyright and trademark infringements.

[3] For purposes of this Agreement, "intellectual property" refers to all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the WTO Agreement on Trade-Related Aspects of Intellectual Property Rights.

[4] For purposes of this Agreement, the protection of intellectual property includes matters related to technological protection measures and rights management information.

Article 2.7. Services

Jordan shall address existing services trade barriers that undermine reciprocity. Jordan shall refrain from imposing new barriers that provide less favorable treatment to U.S. services suppliers than the treatment afforded to domestic services suppliers and services suppliers from any third country, jurisdiction, or economy.

Article 2.8. Good Regulatory Practices

Jordan shall adopt and implement good regulatory practices as set out in Article 1.12 of Annex III that ensure greater transparency, predictability, and participation throughout the regulatory lifecycle.

Article 2.9. Labor

1. Jordan recognizes the importance of eliminating all forms of forced or compulsory labor and affirms its obligations as a member of the International Labor Organization (ILO) and pursuant to the relevant ILO instruments to which it is a Party. Accordingly, Jordan shall, within five years of entry into force of this agreement, prohibit the importation of goods mined, produced, or manufactured wholly or in part by forced or compulsory labor. Further to this obligation, Jordan shall recognize U.S. government determinations on entities under Section 307 of the Tariff Act of 1930 and shall presumptively prohibit importation of goods from those companies.

2. Jordan shall protect internationally recognized labor rights.[5] This includes by adopting or maintaining such rights in its law and practice, and effectively enforcing its labor laws, including by creating or maintaining necessary institutions to protect labor rights. Jordan shall establish and effectively apply appropriate legal sanctions for violations of those laws. Jordan shall not weaken or reduce the protections in its labor laws and shall address any such weakening or reduction that has been made to encourage trade or investment to date.[6] In addition, Jordan shall address issues related to labor rights that contribute to non-reciprocal trade.

[5] For purposes of this Agreement, internationally recognized labor rights include those in the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-Up (1998), as amended in 2022; a prohibition on the worst forms of child labor; and acceptable conditions of work with respect to minimum wages and hours of work.

[6] For greater certainty, this paragraph covers special economic zones, including export processing zones, or sector-specific laws or regulations that have lesser labor protections than the overall economy.

Article 2.10. Environment

Jordan shall adopt and maintain environmental protections, effectively enforce its environmental laws, uphold or institute as necessary strong environmental governance structures, and address environment-related issues that contribute to non-reciprocal trade.

Article 2.11. Customs Administration and Trade Facilitation

Jordan shall maintain or implement technology solutions, within five years of entry into force of this Agreement, that allow for full pre-arrival processing, paperless trade, and digitalized procedures for the movement of goods of the United States across its borders.

Section 3. Digital Trade and Technology

Article 3.1. Digital Services Tax

Jordan shall not impose digital services taxes, or similar taxes, that discriminate against U.S. companies in law or in fact.

Article 3.2. Facilitation of Digital Trade

1. Jordan shall facilitate digital trade with the United States, including by refraining from measures that discriminate against U.S. digital services or U.S. digital products,[7] ensuring the free transfer of data across trusted borders for the conduct of business, and collaborating with the United States to address cybersecurity challenges.

2. If Jordan enters into a new digital trade agreement[8] with a country that jeopardizes essential U.S. interests, the United States may terminate this Agreement.

3. Jordan shall not impose any condition or enforce any undertaking requiring U.S. persons to transfer or provide access to a particular technology, production process, source code, or other proprietary knowledge, or to purchase, utilize, or accord a preference to a particular technology, as a condition for doing business in its territory. This paragraph does not preclude a regulatory body or judicial authority of a Party from requiring a person of another Party to preserve and make available the source code of software, or an algorithm expressed in that source code, to the regulatory body for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure.

[7] For purposes of this Agreement, digital product means a computer program, text, video, image, sound recording, or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically. For greater certainty, digital product does not include a digitized representation of a financial instrument, including money. This definition should not be understood to reflect a Party's view that digital products are a good or are a service.

[8] For greater certainty, for purposes of this paragraph a "digital trade agreement" does not include government procurement contracts.

Article 3.3. Customs Duties on Electronic Transmissions

Jordan shall not impose customs duties on electronic transmissions, including content transmitted electronically, and shall support multilateral adoption of a permanent moratorium on customs duties on electronic transmissions at the WTO immediately and without conditions.

Section 4. Economic and National Security

Article 4.1. Complementary Actions

1. When the United States imposes a customs duty, quota, prohibition, fee, charge or other import restriction on a good or service of a third country pursuant to relevant domestic law and considers that such measures are relevant to protecting the economic or national security of the United States, the United States intends to notify such measures to Jordan for the purpose of economic security alignment. Upon receiving such notification, and after consulting with the United States, Jordan shall regulate, consistent with its domestic law and international rights and obligations, the importation of that good or service into its territory through appropriate measures, as decided by Jordan.

2. After consultations with the United States, Jordan shall adopt and implement measures, consistent with its domestic law and international obligations, to address unfair practices of companies operating in Jordan, where such companies are based in a country that jeopardizes essential U.S. interests or are directly or indirectly owned or controlled by a company based in a country that jeopardizes essential U.S. interests, that result in (1) the export of below-market price goods to the United States; (2) increased exports of such goods to the United States; (3) a reduction in U.S. exports to Jordan; or (4) a reduction in U.S. exports to third-country markets.

3. Jordan shall adopt similar measures, of equivalent restrictive effect, to those of the United States to encourage shipbuilding and shipping by market economy countries.

Article 4.2. Export Controls, Sanctions, Investment Security, and Related Matters

1. Jordan shall cooperate with the United States to regulate the trade in national security-sensitive technologies and goods through existing multilateral export control regimes, align with all unilateral export controls in force by the United States, and ensure that its companies do not backfill or undermine these controls.

2. Jordan shall cooperate with the United States with a view to restricting transactions of its nationals with individuals

and entities included on the U.S. Department of Commerce Bureau of Industry and Security Entity List (Supplement 4 of Part 744 of the Export Administration Regulations), as well as the U.S. Department of the Treasury Office of Foreign Assets Control Lists of Specially Designated Nationals and Blocked Persons List (SDN List) and the Non-SDN Consolidated Sanctions Lists.

3. Jordan shall cooperate with the United States on matters related to investment security and shall take steps to identify, review, and address national security risks to Jordan related to investment and procurement activity in specific sensitive sectors in its territory, including exploring the establishment of a mechanism to review inbound investment for national security risks.

4. If the United States determines that Jordan is cooperating to address shared national and economic security issues, the United States may take such cooperation into account in administering its laws and regulations pertaining to export controls, investment reviews, and other measures.

Article 4.3. Other Measures

1. The United States shall work with Jordan to streamline and enhance defense trade.

2. Jordan shall adopt and effectively enforce provisions to combat transshipment and other practices to evade or circumvent duties, and other measures applied by the United States.

3. If Jordan enters into a new bilateral free trade agreement or preferential economic agreement with a country that jeopardizes essential U.S. interests, the United States may terminate this Agreement.

4. Jordan shall not agree to new purchases of any nuclear reactors, fuel rods, or enriched uranium from a country that jeopardizes essential U.S. interests. The Parties may cooperate, as appropriate, to identify alternative sources to purchase these goods.

Section 5. Commercial Considerations and Opportunities

Article 5.1. Investment

1. Jordan shall allow and facilitate U.S. investment in its territory to explore, mine, extract, refine, process, transport, distribute and export critical minerals and energy resources and to provide power generation, telecommunication, transportation, and infrastructure services on terms no less favorable than it accords to its own investors in like circumstances and shall regulate those investments in keeping with minimum standards of international law.

2. The United States shall work through its U.S. institutions such as the Export-Import Bank of the United States (EXIM Bank) and the U.S. International Development Finance Corporation (DFC), if eligible, to consider supporting investment financing in critical sectors in Jordan in collaboration with U.S. private sector partners, consistent with applicable law.

Article 5.2. Commercial Considerations

1. Jordan shall ensure that its state-owned or controlled enterprises (SOEs), and SOEs of third countries operating in its market, when engaging in commercial activities: (a) act in accordance with commercial considerations in their purchase or sale of goods or services; and (b) refrain from discriminating against U.S. goods or services. Jordan shall refrain from subsidizing its goods-producing SOEs in a manner that significantly impacts trade with the United States.

2. Upon the written request of the United States, Jordan shall provide information regarding all forms of subsidies that it provides to a manufacturing enterprise in its territory and shall take action to address the distortive impacts of those subsidies and support mechanisms on trade and investment with the United States.

3. Jordan shall expand cooperation and exchange information with the United States, as appropriate, related to U.S. and Jordanian antidumping and countervailing duty proceedings, including circumvention inquiries.

4. Jordan shall eliminate the special tax on newly manufactured, unused U.S. produced motor vehicles that meet the rules of origin established in the U.S. – Jordan FTA and are exported directly from the United States.

5. To the extent consistent with reducing the U.S. trade deficit with Jordan, the United States should encourage U.S. firms, including their subsidiaries, to invest in Jordan with an aim to expanding their export capabilities to regional and international markets, leveraging Jordan as a hub for production and export, and enhancing their global competitiveness and supply chain efficiency, in order to capitalize on Jordan's favorable business climate, highly competitive production

costs, and skilled labor pool.

Section 6. Implementation and Enforcement

Article 6.1. Annexes, Appendices, and Footnotes

The annexes, appendices, schedules, general notes, and footnotes to this Agreement constitute an integral part of this Agreement.

Article 6.2. Modifications and Amendments

1. Each Party may request reasonable modifications to any provision of this Agreement, which the other Party shall consider in good faith and accept if such modifications do not harm that Party's interest or otherwise undermine the benefits of this Agreement or other agreements between the Parties. The Parties may agree, in writing, to amend this Agreement.

2. The Parties recognize that the purpose of this Agreement is to deepen the bilateral trade relationship based on mutual trust and a shared commitment to fair and reciprocal trade. On the request of either Party, the Parties will consult with a view to considering any changes that may need to be made to this Agreement to ensure that it remains mutually beneficial.

Article 6.3. Rules of Origin

The Parties intend for the benefits of this Agreement to accrue substantially to them and their nationals. If benefits of this Agreement are accruing substantially to third countries or third-country nationals, a Party may establish rules of origin necessary to achieve the Parties' intention for this Agreement.

Article 6.4. Enforcement and Implementation

1. If either Party considers that the other Party has not complied with a provision of this Agreement, that Party may review the terms of the Agreement and take action in accordance with its law. Prior to taking an action under this paragraph, a Party shall, when practicable, seek consultations with the other Party.

2. Nothing in this Agreement shall constrain, or otherwise prevent, a Party from imposing additional tariffs to remedy unfair trade practices, to address import surges, to protect its economic or national security, or to achieve another objective consistent with that Party's law.

Article 6.5. Termination

Either Party may terminate this Agreement by providing written notice of termination to the other Party. Termination shall take effect six months after the date of such notification.

Article 6.6. Entry Into Force

1. No term of this Agreement shall be operative until entry into force of this Agreement.

2. This Agreement shall enter into force 60 days after the date on which the Parties have notified each other in writing of the completion of their respective applicable internal procedures required for the entry into force of this Agreement.

Annex III. Specific Commitments

Section 1. Non-Tariff Barriers and Related Matters

Industrial Goods

1.1. Remanufactured Goods

Jordan shall not impose import restrictions on U.S. remanufactured goods or their parts. (1)

(1) "Remanufactured goods" means a good classified in HS Chapters 84 through 90 or under heading 94.02 except goods classified under HS headings 84.18, 85.09, 85.10, and 85.16, 87.03 or subheadings 8414.51, 8450.11, 8450.12, 8508.11, and 8517.11, that is entirely or partially composed of recovered materials and: (a) has a similar life expectancy and performs the same as or similar to such a good when new; and (b) has a factory warranty similar to that applicable to such a good when new.

1.2. Medical Devices and Pharmaceuticals

1. Jordan shall accept a prior approval or clearance for a medical device manufactured in the United States that is issued by the U.S. Food and Drug Administration (FDA) as sufficient evidence that a medical device meets Jordan's requirements for marketing authorization.

2. Jordan shall recognize audits and certificates of device manufacturers' quality management systems that are:

(a) in accordance with the requirements established by the Medical Device Single Audit Program (MDSAP); and

(b) conducted by auditing organizations authorized by the regulatory authorities participating in MDSAP to audit under the MDSAP requirements.

3. Jordan shall not impose additional regulatory requirements beyond those required for MDSAP.

4. Jordan shall maintain an expedited pathway for determining that U.S. FDA-registered pharmaceuticals meet its requirements for product registration.

5. Jordan shall not require periodic re-authorization for a pharmaceutical product that has previously received marketing authorization from the United States, unless Jordan identifies a significant safety, effectiveness, or quality concern.

6. Jordan shall accept the results of a good manufacturing practice surveillance inspection conducted by the U.S. FDA of a manufacturing facility for pharmaceutical products without further need for an inspection or reinspection performed by Jordan's relevant regulatory authorities when the following conditions apply:

(a) the manufacturing facility is within the territory of the United States; and

(b) the most recent U.S. FDA inspection report as provided by the facility is classified as no action indicated, demonstrating no objectionable conditions or practices.

Agriculture

1.3. Recognition of the U.S. Food and Agricultural Control System and Acceptance of Certificates Issued by U.S. Regulatory Authorities

1. Jordan shall recognize that the U.S. SPS measures and other measures for food and agricultural products, including technical regulations and standards, adopted or maintained by the U.S. government (2) satisfy the requirements of Jordan's measures applied to food and agricultural products imported into Jordan.

(2) For greater certainty, these U.S. measures include: measures related to food safety; the regulatory oversight of processed food production; labeling of perishable and processed foods; measures to protect U.S. agricultural production from the introduction of plant and animal pests and diseases; and regionalization protocols for animal disease and plant pest outbreaks.

2. Further to paragraph 1, Jordan shall accept official U.S. government certification of compliance with U.S. requirements for imports of food and agricultural products into Jordan. Jordan shall ensure that any future changes made to any bilateral export certification documents or electronic data elements are made with the concurrence of the United States.

3. Jordan shall limit attestations and information required in certificates required for imports of U.S. food and agricultural products to what is necessary to comply with applicable U.S. requirements.

4. Jordan affirms its commitments under Annex B of the WTO Agreement on the Application of Sanitary and Phytosanitary

Measures, and Articles 2 and 5 of the WTO Agreement on Technical Barriers to Trade to notify proposed measures to the WTO SPS or Technical Barriers to Trade Committee, as appropriate, and to take into account comments received from WTO Members before the measure is final.

1.4. Facility Registration / Establishment Listing

Dairy Products

1. Jordan shall:

(a) recognize the U.S. dairy-safety system as providing at least the same level of protection as Jordan's dairy-safety system;

(b) allow imports of U.S. dairy products of bovine, ovine, and caprine origins when accompanied by a U.S. Department of Agriculture (USDA) Agricultural Marketing Service (AMS) dairy sanitary certificate; and

(c) not adopt or maintain a facility registration requirement for imports of U.S. dairy products into Jordan.

Meat and Poultry (Including Offal), Meat and Poultry Products, Processed Meat and Poultry, Siluriformes, and Egg Products

2. Jordan shall recognize USDA Food Safety and Inspection Service (FSIS) oversight of U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg product facilities, including cold storage warehouses, for purposes of allowing imports of U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products.

3. Jordan shall accept the FSIS Meat, Poultry and Egg Product Inspection (MPI) Directory, which lists all Federally inspected establishments producing meat, poultry, Siluriformes, and egg products regulated by FSIS, as the official list of U.S. establishments eligible to export meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products to Jordan.

4. Jordan shall accept U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products inspected by FSIS and certified using a FSIS Export Certificate of Wholesomeness (FSIS 9060-5 series certificate) or electronic data elements, or any successor thereto.

5. Jordan shall impose no additional product registration or facility registration requirements on U.S. meat and poultry (including offal), meat and poultry products, processed meat and poultry, Siluriformes, and egg products.

1.5. Agricultural Biotechnology

1. Noting the ability of agricultural biotechnology to improve lives by helping to feed growing populations and by promoting improved agricultural productivity while optimizing inputs, Jordan shall maintain, for products of agricultural biotechnology, science- and risk-based regulatory frameworks and efficient authorization processes, in order to facilitate increased trade in such products.

2. Recognizing the efficacy of the U.S. regulatory system to assess the safety of products of agricultural biotechnology, within 12 months of the date of entry into force of this Agreement, Jordan shall implement a policy whereby any food or feed developed from products of agricultural biotechnology that can be legally sold in the United States can be imported and marketed in Jordan for the same purposes without requiring a pre-market review, deregulation, additional labeling requirements, or approval by Jordan's authorities.

3. In the event of an occurrence of low-level presence (LLP) affecting a U.S. shipment exported to Jordan, Jordan shall ensure that the LLP occurrence is managed without unnecessary delay. Jordan shall take into account any relevant risk or safety assessment provided, and authorization granted, by the United States or any third country when deciding how to manage the LLP occurrence.

1.6. Maximum Residue Levels (MRLs) (3)

1. Recognizing the importance of establishing science- and risk-based MRLs, in cases where Jordan has not established an MRL, Jordan shall recognize and accept the corresponding U.S. tolerances, or Codex MRL where there is not an established U.S. tolerance.

2. In the event of a non-compliance with the relevant MRL, Jordan shall apply enhanced, riskbased surveillance, if warranted, only to the entity responsible for the non-compliance. Jordan shall also provide the entity responsible for the non-compliance with an opportunity to dispute or resolve the non-compliance.

3. Jordan shall limit suspension of U.S. entities based on MRL non-compliance to the responsible entity and only after multiple instances of non-compliance.

4. Jordan shall, upon request, communicate the testing methodologies and marker residues used to determine compliance with MRLs.

(3) For greater certainty, "maximum residue level" has the same meaning as "maximum residue limit," including the term as used by Codex Alimentarius (Codex).

1.7. Horticultural Products Market Access

For U.S. market access requests submitted to Jordan after the date of entry into force of this Agreement, Jordan shall complete the market access process and adopt a protocol to allow imports within 18 months of submission.

Intellectual Property

1.8. Geographical Indications (4)

(4) In order to facilitate the implementation of this Article, Jordan may request technical assistance. Such assistance will be subject to the availability of resources and on terms and conditions mutually decided upon by the Parties.

With respect to the protection or recognition of a geographical indication, including pursuant to an international agreement, Jordan shall:

(a) ensure transparent and fair procedures for examination, opposition, and cancellation, including with respect to a translation or transliteration;

(b) provide that the grounds for refusal, opposition, and cancellation include the likelihood of confusion with a prior trademark and whether the term is the term customary in common language as the common name for the relevant good in its territory;

(c) publicly identify which component or components it is protecting and which it is not protecting;

(d) not protect an individual component of a multi-component term that is protected or is recognized as a geographical indication if that individual component is the term customary in common language as the common name for the relevant good in its territory;

(e) not prevent third parties from commercial use of a term, sign, or image based on the evocation of a geographical indication protected or recognized in its territory;

(f) in determining whether a term is the term customary in common language as the common name for the relevant good in its territory, have the authority to take into account how consumers understand the term in its territory and recognize that factors relevant to that consumer understanding may include:

(i) whether the term is used to refer to the type of good in question, as indicated by competent sources such as dictionaries, newspapers, and relevant websites;

(ii) how the good referenced by the term is marketed and used in trade in its territory;

(iii) whether the term is used in relevant international standards to refer to a type or class of good in its territory, such as pursuant to a standard promulgated by Codex;

(iv) whether persons other than the person who claims rights in the term use the term as the name for the type of product in question;

(v) whether the good in question is imported into its territory, in significant quantities, from a place other than the territory identified in the application or petition, and whether those imported goods are named by the term; and

(vi) whether the product associated with the term is manufactured or traded in significant quantities from a place other than the territory identified in the application or petition.

1.9. International Agreements (5)

(5) In order to facilitate the implementation of this Article, Jordan may request technical assistance. Such assistance will be subject to the availability of resources and on terms and conditions mutually decided upon by the Parties.

Jordan shall ratify or accede to each of the following agreements, if it is not already a party to that agreement, and shall fully implement each agreement within five years of the date of entry into force of this Agreement:

(a) Berne Convention for the Protection of Literary and Artistic Works, done at Berne on September 9, 1886, as revised at Paris on July 24, 1971;

(b) Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite, done at Brussels on May 21, 1974;

(c) Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure, done at Budapest on April 28, 1977, as amended on September 26, 1980;

(d) Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs, done at Geneva on July 2, 1999;

(e) Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks, done at Madrid on June 27, 1989;

(f) Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, done at Marrakesh on June 27, 2013;

(g) Paris Convention for the Protection of Industrial Property, done at Paris on March 20, 1883, as revised at Stockholm on July 14, 1967;

(h) Patent Cooperation Treaty, done at Washington on June 19, 1970, as amended on September 28, 1979, and modified on February 3, 1984;

(i) Patent Law Treaty, done at Geneva on June 1, 2000;

(j) Singapore Treaty on the Law of Trademarks, done at Singapore on March 27, 2006;

(k) International Convention for the Protection of New Varieties of Plants, done at Paris on December 2, 1961, as revised at Geneva on March 19, 1991;

(l) World Intellectual Property Organization (WIPO) Copyright Treaty, done at Geneva on December 20, 1996; and

(m) WIPO Performances and Phonograms Treaty, done at Geneva on December 20, 1996.

Services and Investment

1.10. U.S. Investment Participation

Jordan shall favorably consider requests from U.S. investors to own, contribute, or participate in a percentage up to 100 percent in large-scale investments in the economic activities that are subject to foreign ownership restrictions under Article 11 of Regulation No. (7) for the Year 2023 Regulating the Investment Environment Regulation Issued pursuant to paragraph (A) of Article (51) of the Investment Environment Law No. (21) of the year 2022 (referred to as the "Regulating the Investment Environment Regulation for the year 2023"), or any superseding regulation. (6)

(6) Jordan may satisfy its obligations under this provision through a decision of the Council of Ministers made pursuant to Article 12 of the Regulating the Investment Environment Regulation for the year 2023, or any superseding regulation.

1.11. Services Domestic Regulation

Jordan shall take effective actions to implement the Joint Initiative on Services Domestic Regulation, including submitting its revised Specific Commitments for certification by the WTO, within five years of the date of entry into force of this Agreement.

Transparency and Good Regulatory Practices

1.12. Adoption and Implementation of Good Regulatory Practices

With respect to the adoption and implementation of good regulatory practices at the central level of government, Jordan shall:

(a) ensure that laws, regulations, procedures, and administrative rulings are promptly published and made easily accessible online;

(b) publish and make easily accessible online the text of proposed regulatory actions, as well as any regulatory impact analysis, an explanation of the regulation, and its objective;

(c) conduct public consultations for proposed regulatory actions in a transparent manner; allow adequate time for interested persons, domestic and foreign, to submit comments, taking into account the complexity or possible impact of the proposed regulation; and give consideration to comments received;

(d) give reasonable notice of planned regulatory actions and publish regulatory policy priorities that will be developed, modified, or eliminated in the near term;

(e) use publicly accessible high-quality data, evidence, technical information, and risk assessments, where appropriate, during the planning and development of regulation;

(f) support international regulatory cooperation through the use of, as appropriate, relevant international standards, guides, and recommendations to avoid unnecessary obstacles to trade;

(g) conduct reviews of regulation in effect to determine whether new information or other changes justify modification or repeal of regulation; and

(h) use tools, such as regulatory impact analysis, to assess the need for and possible impacts of regulations, which could also include alternative approaches to regulation, where appropriate.

Labor

1.13. Labor Laws and other Measures

To ensure Jordan's law and practice protect internationally recognized labor rights, Jordan shall ensure:

(a) foreign workers who exercise their labor rights are not denied approval for subsequent visas on the basis of exercising such rights; and

(b) the fair recruitment of migrant workers, including by ensuring that their recruitment and employment contracts are in accordance with international labor standards.

1.14. Enforcement of Labor Law

To facilitate the effective enforcement of its labor law, Jordan shall:

(a) ensure its labor inspectorate is sufficiently resourced, including with respect to funding, personnel, training, transportation, and equipment; and

(b) increase labor law enforcement in the garment sector, including by funding the ILO's Better Work Jordan program at previous or increased levels and supporting the independent Migrant Worker Centers.

Environment

1.15. Environmental Law

Jordan shall ensure that its environmental laws and policies provide for, and encourage, high levels of environmental protection.

1.16. Illegal Logging and Associated Trade

Jordan shall take measures to combat, and cooperate to prevent, trade in illegally harvested forest products.

1.17. A More Resource Efficient Economy

Jordan shall take measures to promote a more resource efficient economy. Such measures may include: addressing trade barriers that inhibit a more resource efficient economy; encouraging innovation that promotes circularity, for example through improving resource efficiency in product design; and promoting trade facilitative approaches to enable reverse supply chains.

1.18. Fisheries Subsidies

1. Jordan shall fully implement the obligations of the WTO Agreement on Fisheries Subsidies (AFS), notwithstanding Article 12 of the AFS.

2. Jordan shall ensure its fisheries subsidies do not contribute to overcapacity and overfishing, including through the use of robust fisheries management regimes and reform of such subsidies.

1.19. Sustainable Fisheries Management and Illegal, Unreported, and Unregulated Fishing

1. Jordan shall operate a sustainable fisheries management system that regulates marine wild capture fishing and promotes the long-term conservation of marine species including sharks, sea turtles, seabirds, and marine mammals.

2. Jordan shall strengthen enforcement of fisheries related laws, regulations, and other measures to effectively combat illegal, unreported, and unregulated (IUU) fishing and deter trade in products from IUU fishing, including through:

(a) implementing port state measures, including through actions consistent with the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing;

(b) adopting or strengthening measures to deter vessels flying its flag and its nationals from engaging in IUU fishing; and

(c) preventing the transshipment at sea of fish caught through IUU fishing or fish products derived from IUU fishing.

1.20. Combating Illegal Wildlife Trade

Jordan shall take measures to combat, and cooperate to prevent, the trade of wild fauna and flora that were taken or traded in violation of that country's law or another applicable law, including through the following actions:

(a) taking measures to enhance the effectiveness of inspections of shipments containing wild fauna and flora, including parts and products thereof, at ports of entry;

(b) taking measures to combat the trade of wild fauna and flora transshipped through its territory that, based on credible evidence, were illegally taken or traded; and

(c) treating intentional transnational trafficking of wild fauna and flora as a serious crime, as defined in the United Nations Convention against Transnational Organized Crime.

Customs & Trade Facilitation

1.21. Pre-arrival Processing and Risk Management

Jordan shall endeavor to collect and process pre-arrival declaration data electronically for imports of U.S. express shipments and apply risk management systems prior to arrival to facilitate the release of low-risk shipments upon arrival without transfer to a customs bonded warehouse.

1.22. Article 1.22: Electronic Bills of Lading

Jordan shall not deny the legal effect of a bill of lading issued by a private party to another private party for the carriage of goods solely on the basis that the bill of lading is in electronic format.

1.23. Protection of Proprietary Data

Jordan shall protect proprietary data submitted to its customs service by U.S. traders from unauthorized disclosure.

1.24. Electronic Certification (eCert) Data Exchange

Jordan shall establish or maintain a system that receives system-to-system electronic certification (eCert) data exchange from FSIS, and eliminate any barriers preventing the establishment of this exchange. (7)

(7) In order to facilitate the implementation of this paragraph, Jordan may request technical assistance. Such assistance will be subject to the availability of resources and on terms and conditions mutually decided upon by the Parties.

1.25. Digital Logistics Platforms and Data Security

Jordan shall endeavor to ensure that its ports, port terminals, logistics tracking networks, transport corridors, and commercial transportation fleets use digital logistics platforms that provide appropriate cybersecurity protection, protection against unauthorized disclosure of data, protection against national security risks, and protection against data-access by other foreign governments.

Section 2. Digital Trade and Technology

2.1. Data Transfers

1. Jordan shall provide certainty regarding the ability to move personal data out of its territory to the United States through recognition of the United States as a country or jurisdiction that provides adequate data protection under Jordan's law, including the Personal Data Protection Law.

2. Jordan shall recognize the Global Cross Border Privacy Rules (CBPR) System certification as a valid mechanism under Jordan's law to transfer personal data across borders while protecting personal data and reducing compliance costs.