UNITED STATES OF AMERICA - ARGENTINE REPUBLIC AGREEMENT ON RECIPROCAL TRADE AND INVESTMENT

Preamble

The United States of America ("United States") and the Argentine Republic ("Argentina") (individually "a Party" and collectively "the Parties"),

AFFIRMING the enduring bond between them as sovereign nations and strategic partners, united by a shared commitment to freedom, prosperity, and the well-being of our peoples;

SHARING the vision for a strong, modernized partnership to enhance competitiveness, innovation, and investment;

INTENDING to enhance reciprocity by reducing tariff and non-tariff barriers and improve alignment to address unfair trade practices that threaten our prosperity, through implementation of this Agreement and further cooperation;

DESIRING to build on and improve their existing trade agreements, including the Trade and Investment Framework Agreement Between the Government of the United States of America and the Government of the Argentine Republic (U.S.-Argentina TIFA); and

RECOGNIZING the potential for the Parties of continuing to expand their bilateral trade relationship and the importance of successful implementation of this Agreement for that objective,

HAVE AGREED as follows:

Section 1. Tariffs and Quotas

1. Argentina shall apply a rate of customs duty on an originating good of the United States as set out in Schedule 1 to Annex I.

2. The United States shall apply a revised reciprocal tariff rate on originating goods of Argentina as set out in Schedule 2 to Annex I.

Section 2. Non-Tariff Barriers and Related Matters

Article 2.1. Import Licensing

Argentina shall either eliminate its import licensing or apply automatic import licensing for originating U.S. goods.

Article 2.2. Technical Regulations, Standards, and Conformity Assessment

1. Argentina 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) Argentina shall accord to the conformity assessment bodies of the United States treatment no less favorable than that it accords to its own bodies; and

(b) Argentina shall facilitate the acceptance of U.S. compliance procedures for goods that are not subject to third-party conformity assessment in the U.S. regulatory framework.

2. Argentina 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.

Article 2.3. Agriculture

1. Argentina shall ensure that its sanitary and phytosanitary (SPS) measures are science- and risk-based and do not operate as disguised restrictions on bilateral trade. In this regard, Argentina shall remove any unjustified SPS barriers that undermine reciprocity.

2. Argentina shall not make a commitment to a third country, in an agreement, understanding, or any other instrument, that results in Argentina adopting or maintaining a measure that is inconsistent with the obligations of Article 2.2.2 and paragraph 1 of this Article.

3. The United States and Argentina intend to work together to address non-tariff barriers affecting trade in food and agricultural products.

Article 2.4. Geographical Indications

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

Article 2.5. Cheese and Meat Terms

Argentina 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

Argentina shall provide a robust standard of protection for intellectual property.(1) (2) Argentina 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. Argentina shall prioritize and shall take effective criminal and border enforcement actions against copyright and trademark infringements.

(1) 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 World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights.

(2) 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

Argentina shall address existing services trade barriers that undermine reciprocity. Argentina 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

Argentina shall adopt and implement good regulatory practices that ensure greater transparency, predictability, and participation throughout the regulatory lifecycle.

Article 2.9. Labor

1. Argentina shall adopt and effectively implement a prohibition on the importation of goods mined, produced, or manufactured wholly or in part by forced or compulsory labor as defined by the relevant International Labor Organization (ILO) instruments to which it is a party. Argentina shall consider U.S. government determinations on entities under Section

307 of the Tariff Act of 1930 and the prohibition of importation of goods from those companies.

2. Argentina shall protect internationally recognized labor rights. (3) 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. Argentina shall establish and effectively apply appropriate legal sanctions for violations of those laws. Argentina shall not weaken or reduce the protections in its labor laws in a manner that is inconsistent with its international obligations, including its existing obligations under the ILO instruments to which it is a party. (4) In addition, Argentina shall address issues related to labor rights that contribute to non-reciprocal trade in Article 1.12 of Annex III.

(3) For the purposes of this paragraph, 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.

(4) Argentina shall ensure that workers in special trade or customs areas, such as export processing zones or foreign trade zones, receive the same protections under its labor laws as workers in the rest of its economy.

Article 2.10. Environment

Argentina 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. Value-Added Taxes

Argentina shall not impose value-added taxes that discriminate against U.S. companies in law or in fact.

Article 2.12. Customs Administration and Trade Facilitation

Argentina shall maintain or implement technology solutions 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

Argentina 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. Argentina shall facilitate digital trade with the United States, including by refraining from measures that discriminate against U.S. digital services or products distributed digitally. The Parties shall collaborate to address cybersecurity challenges.

2. Argentina 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. (5) This paragraph does not preclude a regulatory body or judicial authority of a Party from requiring a person of the other 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.

(5) This paragraph does not apply to government procurement.

Article 3.3. Customs Duties on Electronic Transmissions

The Parties 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 World Trade Organization immediately and without conditions.

Section 4. Economic and National Security

Article 4.1. Complementary Actions

1. If the United States adopts a border measure or other trade action and considers that such measure is relevant to protecting the economic or national security of the United States, Argentina, when appropriate, shall adopt a measure with similar effect to the measure adopted by the United States.

2. Argentina shall adopt and implement measures to address unfair trade practices of companies owned or controlled by third countries operating in Argentina's jurisdiction. Argentina shall share information with the United States on such unfair practices and their effects in third country markets, in accordance with its laws and regulations.

3. Argentina shall adopt, in accordance with its laws and regulations, measures to encourage shipbuilding and shipping by the Parties.

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

1. Argentina shall cooperate with the United States, when appropriate, in:

(a) coordinating Argentina's export control goals and efforts with export controls in force by the United States;

(b) enhancing Argentina's regulation and enforcement regarding trade in national security-sensitive technologies and goods consistent with guidelines and lists in existing multilateral export control regimes; and

(c) working to ensure that Argentine companies do not backfill or undermine any U.S. export controls.

The Parties shall enhance the exchange of information on their respective export control systems and cooperate on enforcement.

2. Argentina shall cooperate with the United States in a manner consistent with, and permitted by, applicable requirements of its law, with a view to promoting compliance with U.S. sanctions and export controls and will make best efforts to assist the United States in enforcement of U.S. sanctions and export controls.

3. Argentina shall cooperate with the United States on matters related to investment security, including exploring the establishment of a mechanism to review inbound investment for national security risks consistent with widely-accepted international best practices.

4. If the United States determines that Argentina 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 Argentina to streamline and enhance defense trade.

2. Argentina and the United States shall enter into a duty evasion cooperation agreement within 60 days of entry into force of this Agreement.

3. Argentina shall not purchase any nuclear reactors, fuel rods, or enriched uranium from certain countries.

Section 5. Commercial Considerations and Opportunities

Article 5.1. Investment

1. Argentina 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 Argentina in collaboration with U.S. private sector partners, consistent with applicable law.

Article 5.2. Commercial Considerations

1. Argentina shall ensure that its State-Owned or Controlled Enterprises (SOEs), when engaging in commercial activities: a) act in accordance with commercial considerations in their purchase or sales of goods or services; and b) refrain from discriminating against U.S. goods or services. Further, Argentina shall only provide non-commercial assistance or otherwise subsidize its goods-producing SOEs, while in the process of privatizing those enterprises in accordance with the plan in *Ley de Bases y Puntos de Partida para la Libertad de los Argentinos 27.742,* and in a manner that does not distort trade. Argentina shall ensure a level playing field for U.S. companies in Argentina's market with respect to SOEs of third countries through its antitrust law.

2. Upon the written request of the United States, Argentina shall provide information regarding all forms of non-commercial assistance or 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.

Section 6. Implementation, Enforcement, and Final Provisions

Article 6.1. Annexes, Appendices, and Footnotes

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

Article 6.2. Modifications and Amendments

Each Party may request reasonable modifications to this Agreement, which the other Party shall consider in good faith. The Parties may agree, in writing, to amend this Agreement if such amendment does not undermine the benefits of this Agreement or other agreements between the Parties.

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 a Party considers that the other Party has not complied with a provision of this Agreement, that Party may review the terms of this Agreement and take action in accordance with its law. Prior to taking an action under paragraph 2, the Party shall, when practicable, seek consultations with the other Party.

2. The Parties shall address matters related to the implementation and operation of this Agreement through the Trade and Investment Council established under the U.S.-Argentina TIFA, including sessions of the Innovation and Creativity Forum for Economic Development. The Parties may also consider further negotiations, as appropriate, through the U.S.-Argentina TIFA.

3. 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 for other similar reasons consistent with its 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. When practicable, a Party shall provide the other Party an opportunity to consult before providing such notice.

Article 6.6. Authentic Languages

The texts of this Agreement in the English language and the Spanish language shall be equally authentic, except for the

following texts of Annex I: Appendix 2 to Schedule 1, Schedule 2A, and Schedule 2B, which shall be authentic only in English.

Article 6.7. Entry Into Force

This Agreement shall enter into force 60 days after the date on which the Parties have exchanged written notifications certifying completion of their applicable legal procedures or such other date as the Parties may agree.

Annex III. Specific Commitments

Section 1. Non-Tariff Barriers and Related Matters

Industrial Goods

1.1. Used and Remanufactured Goods

Argentina, in regards to its used goods import prohibition, shall exempt additional capital goods, including construction, agricultural and mining equipment and medical devices, by amending regulations related to Decree 273/2025, and shall continue to work with the United States to expand market access for remanufactured goods.

1.2. Motor Vehicles and Parts

1. Argentina shall accept, in accordance with its laws and regulations,(6) vehicles and vehicle parts that are manufactured to comply with U.S. Federal Motor Vehicle Safety Standards (FMVSS) and U.S. emissions standards and sold in the United States, and accept U.S. compliance procedures for automotive products without additional conformity requirements to enter Argentina's market. (7) (8) For vehicles, Argentina agrees that a Blue Ribbon letter identifying the vehicle identification number (VIN), and a sworn statement from the manufacturer detailing the tests and standards with which the vehicle complies shall constitute proof of compliance with U.S. FMVSS.

(6) For purposes of this paragraph, "laws and regulations" refer to Law N° 24.449.

(7) This Agreement does not require Argentina to apply this paragraph to a vehicle or vehicle part that receives a tariff preference under existing preferential automotive agreements.

(8) Safety requirements for acoustic signaling devices (horns) that are not covered by U.S. FMVSS standards must be met by presenting the corresponding test report in accordance with Argentine laws and regulations.

2. The Parties agree to share relevant recall and safety information on vehicles and vehicle parts.

3. The United States shall accept vehicle parts manufactured in Argentina complying with U.S. FMVSS, subject to U.S. enforcement procedures.

4. Argentina shall address any other standards or requirements that discriminate against U.S. vehicles and vehicle parts.

1.3. Medical Devices and Pharmaceuticals

1. Argentina shall accept a prior approval or clearance that is issued by the U.S. Food and Drug Administration (FDA) as sufficient evidence that a medical device manufactured in the United States meets Argentina's requirements for marketing authorization, and shall not require marketing authorization for low-risk medical devices if marketing authorization is not required by the U.S. FDA.

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

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

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

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

4. Argentina shall accept U.S. FDA?s electronic certificate of pharmaceutical product (eCPP) and electronic certificates to foreign government (eCFGs) for its approval requirements for pharmaceuticals and medical devices. Argentina shall not require hardcopies, original copies, authenticated copies, wet signatures, or apostilles of those U.S. FDA certificates.

5. Argentina shall accept a prior marketing authorization that is issued by the U.S. FDA as sufficient evidence that a pharmaceutical product manufactured in the United States meets Argentina's requirements for marketing authorization. (9)

(9) This obligation does not cover products approved under the accelerated approval program as described in 21 U.S.C. - 356(c).

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

7. Argentina 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 Argentina?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

1.4. Meat, Poultry, and Meat and Poultry Products

1. Argentina shall recognize the U.S. Department of Agriculture (USDA) Food Safety and Inspection Service (FSIS) as the U.S. competent authority with oversight of U.S. meat and poultry (including offal), meat and poultry products, and processed meat and poultry, including cold storage warehouse facilities.

2. Further to paragraph 1, Argentina shall accept the FSIS Meat, Poultry and Egg Product Inspection (MPI) Directory, which lists all Federally inspected establishments, as the certified list of establishments, eligible to export U.S. meat and poultry (including offal), meat and poultry products, and processed meat and poultry to Argentina.

3. Argentina shall accept the FSIS Export Certificate of Wholesomeness (FSIS 9060-5 series certificates) or electronic data elements, or any successor thereto, for imports of U.S. meat and poultry (including offal), meat and poultry products, and processed meat and poultry.

4. Argentina shall limit attestations and information in certificates required for imports of U.S. food and agricultural products to those consistent with international standards or U.S. requirements.

5. Argentina shall complete the steps outlined in Appendix 1 to allow market access for U.S. poultry and poultry products within one year of the date of entry into force of this Agreement.

1.5. Live Poultry and Poultry Product Commodities

1. Argentina shall not adopt or maintain any measure related to importation of live poultry, poultry genetics, poultry products, and eggs and egg products, that is inconsistent with the World Organization for Animal Health (WOAH) Terrestrial Animal Health Code (TAHC) Chapter 10.4 (Infection with High Pathogenicity Avian Influenza (HPAI) Viruses) or any successor thereto. Argentina's National Health and Agrifood Quality Service (SENASA) shall align the import regulation definition for poultry with the WOAH TAHC definition for poultry.

2. SENASA shall decrease the scope of regionalization of the United States from the U.S. country level to a zone of 10 kilometer (km) radius around the outbreak for live poultry, poultry genetics, poultry products, and eggs and egg products whenever such regionalization follows the provisions as defined by the WOAH TAHC Chapter 4.4 (Zoning and Compartmentalisation), or any successor thereto. SENASA shall ensure that any import restrictions imposed on U.S. live poultry, poultry genetics, poultry products, or eggs and egg products in response to outbreaks of HPAI are limited to the

zone of 10 km in which the outbreak was confirmed from the date of official confirmation by APHIS.

3. SENASA shall recognize the USDA Animal and Plant Health Inspection Service (APHIS) as the competent animal health authority for determining if the referred zone of 10 km from where an outbreak was previously detected is considered free of HPAI, as defined by the WOAH TAHC Article 10.4.6 (Recovery of free status), Chapter 10.4 (Infection with High Pathogenicity Avian Influenza Viruses), and Chapter 4.4 (Zoning and compartmentalisation), or any successor thereto, and therefore is eligible to export live poultry, poultry genetics, poultry products, and eggs and egg products to Argentina. Argentina shall not maintain any HPAI restrictions after the date of APHIS determination of freedom.

1.6. Product Registration for U.S. Beef, Beef Products, Beef Offal, and Pork and Pork Products

1. SENASA shall ensure that any registration procedures for U.S. beef, beef products, beef offal, and pork and pork products applied as a condition of importation into Argentina are conducted in a timely, transparent and non-discriminatory manner, without causing unnecessary delays to importation.

2. SENASA shall allow U.S. companies to fulfill the product registration requirement with a single submission by including multiple U.S. beef, beef products, beef offal, and pork and pork products in a single monograph per company.

1.7. Facility Registration for Dairy Products

Argentina shall not adopt or maintain a facility registration requirement for imports of dairy products into Argentina.

Intellectual Property

1.8. Geographical Indications

With respect to the protection or recognition of a geographical indication, including pursuant to an international agreement, Argentina 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 and opposition 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) make its best efforts to provide that the grounds for 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;

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

(e) 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;

(f) make its best efforts to 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;

(g) 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 the Codex Alimentarius;

(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

1. Argentina shall fully implement the following agreements:

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

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

(d) WIPO Performances and Phonograms Treaty, done at Geneva on December 20, 1996; and

(e) 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.

2. Argentina shall submit the Patent Cooperation Treaty, done at Washington on June 19, 1970, as amended on September 28, 1979, and modified on February 3, 1984, to Congress for consideration and a vote on ratification by April 30, 2026.

3. Argentina shall submit the following agreements to Congress for consideration and a vote on ratification before the end of 2027:

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

(b) 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;

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

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

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

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

(g) 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.

1.10. Additional Intellectual Property Issues

Argentina shall expeditiously take steps to fully resolve the issues identified with respect to Argentina in the most recent Special 301 Report, including:

(a) regarding patentability, repealing the Joint Resolutions No. 118/2012, No. 546/2012, No. 107/2012, and No. 283/2015;

(b) preparing a report analyzing the feasibility, scope, and institutional requirements for implementing a data protection regime that is consistent with Articles 20.45 and 20.48 of the United States ? Mexico ? Canada Agreement;

(c) providing deterrent-level sentences and penalties issued against defendants in criminal IP case;

(d) providing ex officio authority for border enforcement with respect to in-transit goods;

(e) establishing in law enhanced monetary fines and prison sentences for counterfeiting crimes carried out by organized criminal networks;

(e) establishing in law enhanced monetary fines and prison sentences for counterfeiting crimes carried out by organized

criminal networks;

(f) preparing a report assessing the institutional structure and competencies of judicial and prosecutorial bodies for IP enforcement, identifying limitations, and recommending measures to strengthen enforcement, which may include having a specialized federal IP prosecutor office;

(g) setting up a coordination body for IP enforcement agencies to coordinate efforts among all IP enforcement agencies to combat all forms of IP crimes, including online piracy;

(h) enacting legislation that provides for effective civil action, including injunctions where appropriate, against copyright piracy that occurs in the online environment in a timely fashion;

(i) investigating and bringing criminal prosecutions against operators of Argentina-based websites that engage in criminal copyright piracy on a commercial scale;

(j) preparing a report analyzing the causes of delays in the patent granting process, identifying those attributable to administrative factors, and evaluating the legal feasibility of patent term extensions for unreasonable patent delays;

(k) significantly reducing patent pendency, including for biotechnological and pharmaceutical inventions;

(l) increasing the number of effective raids and seizures at the most notorious markets and distribution centers in Argentina for counterfeit and pirated goods;

(m) creating a national enforcement strategy to combat piracy and counterfeiting;

(n) compiling and publishing statistics quarterly on IP enforcement;

(o) enforcing laws concerning landlord duties and liabilities for known tenant sellers of counterfeit and pirated goods (specifically Article 39 of Trademark Law N° 22.362);

(p) passing and implementing amendments to the criminal code establishing criminal procedures and penalties for the circumvention of technological protection measures and removal of rights management information; and

(q) encouraging inter-industry cooperation between Internet service providers (ISPs), right holders and relevant parties (including government agencies, as appropriate) in order to support and enhance collaborative, voluntary efforts to reduce infringing material online.

Good Regulatory Practices

1.11. Adoption and Implementation of Good Regulatory Practices

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

(a) ensure that laws, regulations, (10) procedures, and administrative rulings are promptly published and made easily accessible online;

(10) For purposes of this paragraph, "regulation" means a measure of general application adopted, issued, or maintained by a regulatory authority with which compliance is mandatory, except: general statements of policy or guidance that do not prescribe legally enforceable requirements; public sector organization, procedure, or practice; and public sector management, personnel, public property, budgetary execution, loans, grants, benefits, or contracts.

(b) under normal circumstances, (11) publish and make easily accessible online the text of proposed regulations, as well as any regulatory impact analysis, an explanation of the regulation, and its objective;

(11) For purposes of subparagraphs (b) and (c), "normal circumstances" do not include, for example, situations in which: publication in accordance with those paragraphs would render the regulation ineffective in addressing the particular harm to the public interest that the regulation aims to address; if a national emergency is declared or urgent problems (for example, of safety, health, or environmental protection) arise or threaten to arise for Argentina; or if the regulation has no substantive impact upon members of the public, including persons of the United States.

(c) under normal circumstances, conduct public consultations for proposed regulations 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 regulations 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.

2. Notwithstanding Article 6.7 (Entry Into Force) of the Agreement, Argentina shall implement its obligations with respect to subparagraphs (b) through (d) within three (3) years of the date of entry into force of this Agreement.

Labor

1.12. Labor Laws and other Measures

1. In consultation with the ILO, Argentina shall guarantee in its labor law backpay and reinstatement in cases of unjust firings due to anti-union discrimination.

2. Argentina shall work together with its provinces to ensure that labor inspectorates are sufficiently resourced, including with respect to funding, personnel, training, transportation, and equipment.

3. Argentina shall develop and implement a 6-month action plan to address child labor in the production of bricks, cotton, garlic, grapes, olives, strawberries, tobacco, tomatoes, and yerba mate and to address child and forced labor in the production of garments.

Environment

1.13. Environmental Law

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

1.14. Illegal Logging and Associated Trade

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

2. Argentina shall fully implement existing laws and regulations for forest sector governance and strengthen institutions responsible for enforcing these laws.

3. Argentina shall take measures to ensure application of penalties for illegal logging, including by making such penalties more substantial, in order to deter violations of relevant environmental laws.

4. Argentina shall, in accordance with its law, establish a participatory process to take into account public views on matters related to implementation and enforcement of environmental laws regarding forest sector governance.

1.15. A More Resource Efficient Economy

1. Argentina 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.

2. Argentina shall take measures to promote the recovery of critical minerals from waste streams. Such measures may

include encouraging regulations, infrastructure, or technologies to expand the collection of electronic waste and spent lithium-ion batteries for recycling and recovering critical minerals.

1.16. Fisheries Subsidies

1. Argentina shall accept, as soon as possible, the WTO Agreement on Fisheries Subsidies (AFS).

2. Argentina shall fully implement the obligations of the AFS, notwithstanding AFS Article 12.

3. Argentina shall ensure that fisheries subsidies it may grant or maintain after entry into force of this agreement do not contribute to overcapacity and overfishing, including through the use of robust fisheries management regimes and reform of such subsidies.

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

1. Argentina 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. Argentina 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) finalizing its internal procedures to ratify the Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing (PSMA), and deposit its instrument of ratification in a timely manner. Until the PSMA enters into force for Argentina, Argentina shall take appropriate action to implement port state measures, including through actions consistent with the PSMA;

(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.

1.18. Combating Illegal Wildlife Trade

Argentina shall take measures to combat, and cooperate to prevent, the trade of wild fauna and flora that, based on credible evidence, (12) were taken or traded in violation of its law or another applicable law, (13) including through the following actions:

(12) For greater certainty, for the purposes of this paragraph, Argentina retains the right to determine what constitutes "credible evidence."

(13) For greater certainty, "another applicable law" means a law of the jurisdiction where the take or trade occurred and is only relevant to the question of whether the wild fauna and flora has been taken or traded in violation of that law.

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

1.19. Illegal Mining

1. Argentina shall develop and implement a system to track precious metals from extraction through transport, processing, and export, according to its internal laws and procedures.

2. Argentina shall strengthen institutions responsible for enforcing laws and regulations related to mining activities.

Customs and Trade Facilitation

1.20. Consular Requirements

Argentina shall not apply a consular requirement for a document related to an import of goods from the United States.

1.21. Statistical Tax

No later than three (3) years after entry into force of this Agreement, Argentina shall not apply the statistical tax to an import of goods from the United States.

1.22. Express Shipments

1. Argentina intends to implement measures to remove certain limitations on express shipments, such as limits on weight, value, number of items that can be shipped together as a personal shipment, and number of times simplified procedures can be used.

2. Argentina shall allow express carriers to apply to, and if qualified, enroll in the Authorized Economic Operators (AEO) program.

3. Argentina shall implement monthly payment for express shipments, according to its laws and regulations.

1.23. Protection of Proprietary Data

Argentina shall protect proprietary data submitted by a U.S. trader to Agencia de Recaudación y Control Aduanero (ARCA) from unauthorized disclosure.

1.24. Paperless Trade and Pre-arrival Processing

1. Argentina recognizes the importance of facilitating the use of electronic transferrable records, including electronic bills of lading.

2. For imports of U.S. goods, Argentina shall:

(a) allow, including for express shipments, the collection of pre-arrival declaration data; and

(b) require all border agencies to conclude their processing of such data prior to arrival to allow for the immediate release of low-risk shipments without transfer to a customs bonded area or warehouse.

3. The Parties shall establish mutual cooperation for implementing a system that receives system-to-system electronic certification (eCert) data from USDA FSIS and from SENASA for exports of meat, poultry, Siluriformes, and egg products of the Parties.

Section 2. Digital Trade and Technology

1. Argentina shall provide certainty regarding the ability to move personal data out of its territory to the United States including by recognizing the United States as a country or jurisdiction that provides adequate data protection under Argentina's law.

2. Argentina shall submit its letter of intent to participate as an Associate in the Global Cross-Border Privacy Rules Forum and to participate in the Global Cooperation Arrangement for Privacy Enforcement.

3. Argentina shall recognize as a valid digital signature under Law 25.506 an electronic signature created in the United States that is supported by a digital certificate, reliably identifies the signer, and ensures the integrity of the signed document.

Section 3. Economic and National Security

3.1. Export Controls

1. Argentina and the United States shall continue coordinating national export controls on sensitive dual use items and within existing multilateral export control regimes and guidelines.

2. Argentina shall work with the United States on exchanging in a regular manner information on exports and reexports of sensitive dual-use items to support compliance and enforcement initiatives, including, when appropriate, information related to trade and licensing data.

3. Argentina shall support the enhancement of domestic export control enforcement mechanisms, including, where necessary, strengthening civil and criminal penalties and auditing or investigative capabilities. Argentina and the United States shall partner on these enforcement actions, where appropriate, including mutual sharing of information when violations may have occurred and cooperating on investigations.

3.2. Equipment and Platform Security and Customs Screening Equipment

1. Argentina shall commit to using only communication technology suppliers that do not compromise the security, safeguards, and intellectual property of ICT infrastructure, including 5G, 6G, communication satellites, and undersea cables.

2. Argentina shall cooperate with U.S. government technical experts to implement sufficient control measures at space installations operated by other countries to ensure their exclusively civilian use.

3. Argentina shall align performance and cybersecurity standards for aviation security screening equipment with international standards.

4. Argentina shall adopt increased data security and cybersecurity measures in screening equipment tenders to block equipment that poses security risks.

Section 4. Commercial Considerations and Opportunities

4.1. Critical Minerals

1. Argentina shall work with provincial governments to facilitate investment by U.S. companies in critical mineral projects, according to its laws and regulations.

2. Argentina commits to fast tracking applications for eligible projects through the Incentives Regime for Large Investments (RIGI) program.

3. Argentina shall encourage Federal-level Argentine Government investment in mining infrastructure to enable access to the mining sector for U.S. companies, according to its laws and regulations.

4. Argentina intends to prioritize the United States as a trade and investment partner for copper, lithium, and other critical minerals including raw, processed, and finished products, over market manipulating economies or enterprises.

4.2. Other Commitments

The Parties will cooperate to support energy reliability and security, including for local industrialization and steelmaking use, and will work together to promote and enhance bilateral trade in energy, and to reduce reliance on imports from non-market actors.

4.3. Antidumping and Countervailing Duty Cooperation

Argentina agrees to expand cooperation and exchange information, as appropriate, related to the antidumping and countervailing duty proceedings of a Party (to include circumvention inquiries), safeguarding Business Confidential Information.