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

PREAMBLE

The Government of the Republic of Chile ("Chile") and the Government of the United Arab Emirates ("the UAE"), hereinafter being referred to individually as a "Party" and collectively as "the Parties";

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

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

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

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

AIMING to promote transfer of technology and expand trade;

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

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

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

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

RECOGNISING their inherent right to regulate and resolved to preserve the flexibility of the Parties to set legislative and regulatory priorities, and protect legitimate public welfare objectives, such as health, safety, environmental protection, conservation of living or non-living exhaustible natural resources, the integrity and stability of the financial system, and public morals;

HAVE AGREED, in pursuit of the above, to conclude the following Agreement:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. Establishment of a Free Trade Area

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

Article 1.2. Objectives

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

Article 1.3. General Definitions

For the purposes of this Agreement:

Agreement on Agriculture means the Agreement on Agriculture in Annex 1A to the WTO Agreement; Anti-Dumping Agreement means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement; customs duty refers to any duty or charge of any kind imposed in connection with the importation of a good, and any form of surtax or surcharge in connection with such importation, but does not include any: (a) charge equivalent to an internal tax imposed in conformity with paragraph 2 of Article III of the GATT 1994; (b) anti-dumping or countervailing duty that is applied consistently with Article VI of the GATT 1994, the Anti-Dumping Agreement, and the SCM Agreement, or (c) fee or other charge in connection with importation commensurate with the cost of services rendered and which does not represent a direct or indirect protection for domestic goods or a taxation of imports for fiscal purposes; Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement;

days means calendar days, including weekends and holidays; existing means in effect on the date of entry into force of this Agreement; GATS means the General Agreement on Trade in Services in Annex 1B to the WTO Agreement; GATT 1994 means the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement; GPA means the Agreement on Government Procurement in Annex 4 to the WTO Agreement; Harmonized System or HS means the Harmonized Commodity Description and Coding System, including its General Rules for the Interpretation, Section Notes, Chapter Notes and Subheading Notes; Import Licensing Agreement means the Agreement on Import Licensing Procedures in Annex 1A to the WTO Agreement; Joint Committee means the Joint Committee established pursuant to Article 20.1 (Joint Committee) of this Agreement; measure means any measure, whether in form of a law, regulation, rule, procedure, decision, practice, administrative action, or any other form; Safeguards Agreement means the Agreement on Safeguards in Annex 1A to the WTO Agreement; SCM Agreement means the Agreement on Subsidies and Countervailing Measures in Annex 1A to the WTO Agreement; SPS Agreement means the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the WTO Agreement; territory means: (a) for Chile, the land, maritime, and air space under its sovereignty, and the exclusive economic zone and the continental shelf within which it exercises sovereign rights and jurisdiction in accordance with international law and its domestic law, and (b) for the UAE, its land territories, internal waters, including its Free Zones, (a) territorial sea, including, the seabed, and subsoil thereof, and airspace over such territories and waters, as well as the contiguous zone, the continental shelf and exclusive economic zone, over which the UAE has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law; TBT Agreement means the Agreement on Technical Barriers to Trade in Annex 1A to the WTO Agreement; TRIPS Agreement means the Agreement on Trade-Related Aspects of Intellectual Property Rights in Annex 1C to the WTO Agreement; WTO means the World Trade Organization, and WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994.

Article 1.4. Relation to other Agreements

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

2. If a Party considers that a provision of this Agreement is inconsistent with a provision of another agreement to which it and the other Party are party, the Parties shall, on request, consult with each other with a view to reaching a mutually satisfactory solution.(1)

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

Article 1.5. Central, Regional and Local Government

Each Party shall take such reasonable measures as may be available to it to ensure observance of the provisions of this Agreement by the central, regional and local governments and authorities, where applicable, and by non-governmental bodies in the exercise of governmental powers delegated by central, regional and local governments and authorities, where applicable, within its territories.

Chapter 2. TRADE IN GOODS

Article 2.1. Scope and Coverage

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

Article 2.2. Definitions

For the purposes of this Chapter:

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

(a) for Chile, the National Customs Service, and

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

duty-free means free of customs duty; and

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

Article 2.3. National Treatment

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

Article 2.4. Elimination or Reduction of Customs Duties

1. Except as otherwise provided in this Agreement, a Party shall not increase any existing customs duty or introduce a new customs duty on an originating good covered by this Agreement.

2. Except as otherwise provided in this Agreement, each Party shall eliminate or reduce customs duties on originating goods of the other Party in accordance with its Schedule set out, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile) and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE).

3. Upon the request of either Party, the Parties shall consult to consider accelerating or broadening the scope of the elimination of customs duties set out in their Schedules set out, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile) and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE). An agreement between the Parties to accelerate or broaden the scope of elimination of a customs duty on a good shall supersede any duty rate determined pursuant to their Schedules set out, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile) and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE), for such good when adopted in accordance with Article 20.3.2(a) (Functions of the Joint Committee).

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

5. A Party may at any time accelerate or broaden unilaterally the elimination or reduction of customs duties on originating goods of the other Party set out in its Schedule set out, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile), and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE). A Party considering doing so shall inform the other Party as early as practicable. 6. For greater certainty with respect to paragraph 5, a Party may:

(a) raise a customs duty back to the level established in its Schedule set out, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile), and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE) following a unilateral reduction, or

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

Article 2.5. Classification of Goods

1. The classification of goods in trade between the Parties shall be that set out in the respective tariff nomenclature of each

Party in conformity with the Harmonized System (HS) and its amendments.

2. The Parties shall mutually decide whether any revisions are necessary to implement Annex 2A (Schedule of Tariff Commitments of Chile) or Annex 2B (Schedule of Tariff Commitments of the UAE) due to periodic amendments or transposition of the Harmonized System (HS).

3. If the Parties decide that revisions are necessary in accordance with paragraph 2, the transposition of the schedules of tariff commitments shall be carried out in accordance with the methodologies and procedures adopted by the Subcommittee on Trade in Goods established under Article 2.20.

4. Each Party shall ensure that the transposition of its schedule of tariff commitments under paragraph 3 does not afford less favourable treatment to an originating good of the other Party than that set out in its Schedule, for Chile, in Annex 2A (Schedule of Tariff Commitments of Chile) and, for the UAE, in Annex 2B (Schedule of Tariff Commitments of the UAE).

5. A Party may amend its existing tariff nomenclature as a result of periodic amendments and transposition of the Harmonized System (HS), provided that the preferential conditions applied in the new tariff lines are not less preferential than those applied originally.

Article 2.6. Temporary Admission

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

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

(b) goods intended for display or use at playgrounds, theaters, exhibitions, fairs or other similar events, including but not necessarily limited to commercial samples, advertising materials including printed materials, films and recordings;

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

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

(e) goods entered for completion of processing.

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

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

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

(c) be capable of identification when exported;

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

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

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

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

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

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

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

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

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

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

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

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

1. A Party shall not apply a customs duty to a good, regardless of its origin, that re-enters its territory within one year after that good has been exported from its territory to the territory of the other Party for repair or alteration, regardless of whether such repair or alteration could have been performed in its territory, except that a customs duty may be applied to the addition resulting from the repair or alteration that was performed in the territory of the other Party.

2. A Party shall not apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration, provided that such good is exported from the territory of the importing Party within one year of its entry.

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

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

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

(c) change the function of a good.

Article 2.9. Import and Export Restrictions

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

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

Article 2.10. Import Licensing

1. A Party shall not adopt or maintain a measure that is inconsistent with the Import Licensing Agreement.

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

3. Promptly after the date of entry into force of this Agreement, each Party shall notify the other Party of any new import licensing procedure and any modification to its existing import licensing procedures, to the extent practicable before it takes effect. In no case shall a Party provide the notification later than 60 days after the date of its publication. The information in

any notification under this Article shall be in accordance with Article 5 of the Import Licensing Agreement.

4. A Party shall not apply an import licensing procedure to a good of the other Party unless it has, provided a notification in accordance with Paragraphs 2 and 3 of Article 5 of the Import Licensing Agreement.

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

Article 2.11. Customs Valuation

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

Article 2.12. Export Subsidies

A Party shall not adopt or maintain any export subsidy on any good destined to the territory of the other Party in accordance with the SCM Agreement and the Agreement on Agriculture.

Article 2.13. Transparency

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

Article 2.14. Export Duties, Taxes, or other Charges

A Party shall not adopt or maintain any duty, tax, or other charge on the export of any good destined to the territory of the other Party, unless such duty, tax, or charge is adopted or maintained on any such good when destined for domestic consumption.

Article 2.15. Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIII:1 of the GATT 1994 and its interpretive notes, that fees and charges of whatever character (other than import and export duties, charges equivalent to an internal tax or other internal charges applied consistently with Article III:2 of the GATT 1994, and antidumping and countervailing duties applied pursuant to its laws or regulations) imposed on, or in connection with, importation or exportation are limited in amount to the approximate cost of services rendered and do not represent an indirect protection to domestic goods or a taxation of imports or exports for fiscal purposes.

2. Each Party shall as much as possible, make available through the internet or a comparable computer-based telecommunications network, a current list of the fees and charges it imposes in connection with importation or exportation.

Article 2.16. Non-Tariff Measures

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

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

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

4. If a Party considers that a non-tariff measure of the other Party is an unnecessary obstacle to trade, that Party may nominate such a non-tariff measure for review by the Joint Committee by notifying the other Party at least 30 days before the date of the next scheduled meeting of the Joint Committee. A nomination of a non-tariff measure for review shall include reasons for its nomination and, if possible, suggested solutions. The Joint Committee shall immediately review the measure with a view to securing a mutually agreed solution to the matter. Review by the Joint Committee is without

prejudice to the Parties' rights under Chapter 18 (Dispute Settlement).

Article 2.17. State Trading Enterprises

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

Article 2.18. Exchange of Data

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

2. The Parties may engage in such periodic exchanges within the Subcommittee on Trade in Goods.

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

Article 2.19. Subcommittee on Trade In Goods

1. The Parties hereby establish a Subcommittee on Trade in Goods ("Subcommittee"), comprising of representatives of the Parties.

2. To facilitate communications between the Parties on any matter relating to this Chapter, each Party, within 60 days of the entry into force of the Agreement, shall designate a contact point.

3. The functions of the Subcommittee shall be:

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

(b) considering any issue related to this Chapter as may be agreed by the Parties;

(c) establishing any working groups, as and when necessary;

(d) carrying out other functions as may be assigned by the Joint Committee in accordance with Chapter 20 (Administration of the Agreement);

(e) identifying and recommending measures to promote and facilitate trade in goods between the Parties including through consultations on improved market access, including any broadening or acceleration of tariff commitments under Article 2.4 and other related issues as appropriate;

(f) addressing barriers to trade in goods between the Parties, especially those related to the application of non-tariff measures with a view to not create unnecessary obstacles to trade, and when appropriate, referring such matters to the Joint Committee for its consideration, and

(g) reporting to the Joint Committee about the implementation of this Chapter including any recommendations for its consideration.

4. The Subcommittee shall meet at such venue and time as may be agreed by the Parties. Meetings may be held via teleconference, videoconference or through any other means as mutually determined by the Parties.

Chapter 3. RULES OF ORIGIN

Article 3.1. Definitions

For the purposes of this Chapter:

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

CIF value means the price actually paid or payable to the exporter for a product when the product is loaded out of the carrier, at the port of importation, including the cost of the product, insurance, and freight necessary to deliver the product

to the named port of destination. The valuation shall be made in accordance with Article VII of the GATT 1994, including its notes and supplementary provision thereof, and the Customs Valuation Agreement;

competent authority means:

(a) for Chile, the General Directorate of Export Promotion, Ministry of Foreign Affairs or any other agency notified from time to time, and

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

consignment means products which are either sent simultaneously from one exporter to one consignee or covered by a single transport document covering their shipment from the exporter to the consignee or, in the absence of such a document, by a single invoice;

customs authority means:

(a) for Chile, the National Customs Service, or its successor, and

(b) for the UAE, the Federal Customs Authority, or its successor;

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

good means any article of trade, including materials and products; Harmonized System ("HS") means the Harmonized Commodity Description and Coding System, including its general rules and legal notes set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System;

manufacture means any kind of working or processing, including assembly or specific operations;

material means any ingredient, raw material, compound or part used in the production of a good;

non-originating good means a good that does not qualify as originating under this Chapter;

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

originating goods or originating material means goods or materials that qualify as originating under this Chapter;

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

production means growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting, manufacturing, processing, assembling or disassembling a good, and self-produced material means a material that is produced by the producer of a good and used in the production of that good.

Section A. Origin Determination

Article 3.2. Originating Goods

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

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

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

(c) produced entirely there exclusively from materials that qualify as originating pursuant to the provisions of this Chapter.

2. In each case provided in paragraph 1, the goods shall also satisfy all other applicable requirements of this Chapter.

Article 3.3. Wholly Obtained or Produced Goods

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

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

(b) live animals born and raised there;

(c) products obtained from live animals there;

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

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

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

(g) products, other than products of sea fishing and other marine products, taken or extracted from the seabed, ocean floor or the subsoil of the continental shelf or the exclusive economic zone of any of the Parties, provided that the Party or person has the right to exploit such seabed, ocean floor, or subsoil in accordance to international law;

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

(i) wastes or scraps resulting from utilization, consumption or manufacturing operations conducted there, fit only for recovery of raw materials, and

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

Article 3.4. Sufficient Working or Production

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

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

(b) a Regional Value Content (RVC) not less than 40% of the FOB value, or

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

2. Notwithstanding paragraph 1, if the good falls within the classifications included in the list in Annex 3A then the good shall fulfil the specific rule detailed therein.

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

RVC = ExWorks Value or FOB Value - V.N.M. / ExWorks Value or FOB Value x 100

where:

(a) RVC is the regional value content of a good expressed as a percentage;

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

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

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

Article 3.5. Intermediate Goods

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

2. The provisions of paragraph 1 shall not apply to self-produced materials.

Article 3.6. Accumulation

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

2. Notwithstanding paragraph 1, an originating good from a Party that does not undergo processing beyond the minimal or insufficient operations listed in Article 3.8 in the other Party shall retain its originating status of the former Party.

3. The Joint Committee may review this Article with a view to providing for other forms of accumulation for the purposes of qualifying goods as originating goods under this Agreement.

Article 3.7. Tolerance (De Minimis)

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

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

Article 3.8. Insufficient Operations and Processes (Minimum Operations and Processes)

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

(a) slaughter of animals;

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

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

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

(e) simple painting and polishing operations;

(f) testing or calibration;

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

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

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

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

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

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

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

2. For the purposes of paragraph 1, the term “simple” will be defined as follows:

(a) “simple” generally describes an activity which does not need special skills, machines, apparatus or equipment specially produced or installed for carrying out the activity.

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

Article 3.9. Indirect Materials

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

(a) energy and fuel;

(b) plant and equipment;

(c) machines and tools, and

(d) any other materials or goods which are not incorporated into the good but whose use in the production of the good can reasonably be demonstrated to be a part of that production, testing or inspection of a good.

Article 3.10. Accessories, Spare Parts, Tools

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

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

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

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

Article 3.11. Packaging Materials and Containers for Retail Sale

1. Each Party shall provide that packaging materials and containers in which a good is packaged for retail sale, if classified with the good, according to Rule 5 of the General rules for the interpretation of the HS, shall be disregarded in determining whether all the non-originating materials used in the production of the good undergo the applicable change in tariff classification set out in any applicable product-specific rules.

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

Article 3.12. Packaging Materials and Containers for Transportation and Shipment

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

Article 3.13. Fungible Goods and Materials

1. Each Party shall provide that the determination of whether fungible goods or materials are originating shall be made through physical segregation of each good or material, or, in case of any difficulty, through the use of any inventory management method, such as averaging, last-in, first-out, or first-in, first out, recognised in the generally accepted accounting principles of the Party in which the production is performed, or otherwise accepted by the Party in which the production is performed.

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

Article 3.14. Sets of Goods

Sets, as defined in General Rule 3 of the HS, shall be regarded as originating when all component goods are originating. However, when a set is composed of originating and non-originating products, the set as a whole shall be regarded as originating, provided that the value of non-originating products does not exceed 15% of the Ex-Works Value of the set.

Section B. Territoriality and Transit

Article 3.15. Principle of Territoriality

1. The conditions for acquiring originating status set out in Article 3.2 must be fulfilled without interruption in the territory of one or both Parties.

2. Where originating goods exported from the territory of a Party to a non-Party, return to the exporting Party, they must be considered as non-originating, unless it can be demonstrated to the satisfaction of the customs authorities that:

(a) the returning goods are the same as those exported, and

(b) the non-Party has not undergone any operation beyond that necessary to preserve them in good condition while in that non-Party or while being exported.

Article 3.16. Outward Processing

1. Notwithstanding Article 3.15, the acquisition of originating status set out in Article 3.2 shall not be affected by working or processing done outside a Party on materials exported from a Party and subsequently re-imported there, provided that:

(a) those materials are wholly obtained in any of the Parties or have undergone working or processing beyond the operations referred to in Article 3.8 prior to being exported;

(b) it can be demonstrated to the satisfaction of the customs authorities that:

(i) the re-imported goods have been obtained by working or processing the exported materials, and

(ii) the total added value acquired outside a Party by applying the provisions of this Article does not exceed 15% of the Ex-Works Value of the end product for which originating status is claimed;

(c) the conditions set out in Article 3.7 shall not apply to the said material as referred to in subparagraph (a) when determining the origin of the final product, and

(d) factual information relevant to this Article will be indicated in the certificate of Origin, in accordance with Annex 3B.

2. For the purposes of applying the provisions of paragraph 1, “total added value” means all costs arising outside the Parties, including the value of the materials incorporated there.

3. Any working or processing of the kind covered by the provisions of this Article and done outside the exporting Party shall be done under the outward processing arrangements, or similar arrangements.

Article 3.17. Transit and Transshipment

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

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

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

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

3. Upon request of the customs authorities of the importing Party, an importer shall supply appropriate evidence that the conditions set out in paragraph 2 have been fulfilled, taking into consideration whether the good is stored or not.

Article 3.18. Free Economic Zones or Free Zones

1. Each Party shall take all necessary steps to ensure that originating goods traded under cover of a proof of origin which in the course of transport use a free zone situated in their territory, are not substituted by other goods, and do not undergo handling other than normal operations designed to prevent their deterioration.

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

Article 3.19. Third Party Invoicing

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

2. The exporter of the goods shall indicate “third party invoicing” and such information as name and country of the company issuing the invoice shall appear in the appropriate field as detailed in Annex 3B.

Section C. Origin Certification

Article 3.20. Proof of Origin

1. Goods originating in a Party shall, on importation into the other Party, benefit from preferential tariff treatment under this Agreement on the basis of presenting a proof of origin at the time of importation.

2. Any of the following shall be considered as a proof of origin:

(a) a paper format certificate of origin in scanned or hard copy issued by a competent authority as per Article 3.21; (a)

(b) an electronic certificate of origin (E-Certificate) issued by a competent authority and exchanged by a mutually developed electronic system as per Article 3.22;

(c) an origin declaration made out by an approved exporter as per Article 3.23, or (d) self-certification of origin made out by the exporter, as per Article 3.24.

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

Article 3.21. Certificate of Origin In Paper Format

1. A certificate of origin in paper format:

(a) shall be issued on International Organization for Standarization (ISO) A4 or letter size paper as per the attached Form set out in Annex 3B;

(b) may cover one or more goods under one consignment, and

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

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

3. A certificate of origin shall bear an official seal of the competent authority. The official seal may be applied electronically.

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

Article 3.22. Electronic Data Origin Exchange System

For the purposes of Article 3.20.2(b), the Parties shall endeavour to develop an electronic system for origin information exchange to ensure the effective and efficient implementation of this Chapter, particularly on transmission of electronic

certificate of origin.

Article 3.23. Origin Declaration

1. For the purposes of Article 3.20.2(c) the Parties shall, within one year from the date of entry into force of this Agreement, implement provisions allowing their competent authorities to recognize an origin declaration made by an approved exporter.

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

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

4. The customs or competent authorities of the exporting Party may grant the status of approved exporter, subject to any conditions which they consider appropriate.

5. The customs or competent authorities of the exporting Party shall share or publish the list of approved exporters and periodically update it.

6. An Origin Declaration, the text of which appears in Annex 3C, shall be made out by the approved exporter by typing, stamping or printing the declaration on the invoice, the delivery note or another commercial document which describes the products concerned in sufficient detail to enable them to be identified. The declaration may also be hand-written. If the declaration is hand-written, it shall be written in permanent ink in legible printed characters.

7. The approved exporter making out an Origin Declaration shall be prepared to submit at any time, at the request of the customs or competent authorities of the exporting Party, all appropriate documents proving the originating status of the goods concerned, as well as the fulfilment of the other requirements of this Chapter.

Article 3.24. Self-Certification of Origin

For the purposes of Article 3.20.2 (d), the Parties shall endeavour to develop and implement a self-certification system based on exporter knowledge, to be approved by the Joint Committee.

Article 3.25. Application and Examination of Application for a Certificate of Origin

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

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

3. The competent authority shall, to the best of its competence and ability, carry out proper examination to ensure that: (a) the application and the Certificate of Origin is duly completed and signed by the authorised signatory; (b) the origin of the good is in conformity with the provisions of this Chapter, and (c) HS Code, description, gross weight or other quantity and value conform to the good to be exported.

Article 3.26. Certificate of Origin Issued Retrospectively

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

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

3. This Article shall be applied to goods which comply with the provisions of this Agreement, and which on the date of its

entry into force, are either in transit or are in the territory of the Parties in temporary storage under customs control. This shall be subject to the submission to the customs authorities of the importing Party, within six months from the said date, of a Certificate of Origin issued retrospectively by the competent authority of the exporting Party together with documents, showing that the goods have been transported directly in accordance with the provisions of Article 3.17.

Article 3.27. Loss of the Certificate of Origin

1. The certified true copy of the original certificate of origin shall be endorsed with an official signature and seal and bear the words “Certified True Copy” and the date of issuance of the original certificate of origin in appropriate field as detailed in Annex 3B, the certified true copy of a certificate of origin shall be issued within the same validity period of the original certificate of origin.

2. The exporter shall immediately notify the loss to the competent authority and undertake not to use the original certificate of origin for exports under this Agreement.

Article 3.28. Importation by Instalments

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

Article 3.29. Treatment of Erroneous Declaration In the Certificate of Origin

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

Article 3.30. Treatment of Minor Discrepancies

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

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

Article 3.31. Waiver of Certification of Origin

A Party may not require a certification of origin if:

(a) the customs value of the importation does not exceed US $500 or the equivalent amount in the importing Party’s currency, or any higher amount as the importing Party may establish, or

(b) it is a good for which the importing Party has waived the requirement or does not require the importer to present a certification of origin, provided that the importation does not form part of a series of importations carried out or planned for the purpose of evading compliance with the importing Party’s laws governing claims for preferential tariff treatment under this Agreement.

Article 3.32. Customs Duty Refund

If at the time of importation of a good the importer does not claim or is unable to claim preferential tariff treatment, the importer may, within one year from the date of importation, or within a longer period if provided for by a Party in its laws and regulations, apply for a refund of any excess customs duty paid on production of: (a) a proof of origin and, where appropriate, other evidence that the good qualifies as an originating good, and (b) other documentation relating to the importation of the good as the customs administration of the importing Party may require.

Section D. Cooperation and Origin Verification

Article 3.33. Denial of Preferential Tariff Treatment

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

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

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

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

(d) the competent or customs authority of the exporting Party does not comply with the requirements of verification in accordance with Article 3.35 or Article 3.36.

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

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

Article 3.34. Treatment of Subsequent Imports

1. In cases of disqualification of the product's origin, the customs authority of the importing Party may deny preferential treatment for the customs clearance of new imports concerning the identical product from the same producer until it is demonstrated that the conditions have been modified for it to be considered originating under the terms provided by this Chapter.

2. Once the competent authority of the exporting Party has provided the necessary information to demonstrate that the conditions have been modified for the product to be considered originating under the terms provided by this Chapter, the competent authority of the importing Party shall have 60 days from the date of receipt of such information to communicate a decision on the matter, or up to a maximum of 90 days if a new on-site verification visit to the producer's facilities is necessary in accordance with Article 3.35 or Article 3.36.

Article 3.35. Verification

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

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

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

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

5. Pursuant to paragraph 2, the concerned Party receiving a request for verification shall respond to the request promptly and reply not later than 90 days after the receipt of the request.

6. When a reply from the concerned Party is not obtained within 90 days after the receipt of the request pursuant to paragraph 5, the customs authority of the importing Party may deny preferential tariff treatment to the good referred to in the said proof of origin that would have been subject to the verification and recover unpaid duties.

Article 3.36. Verification Visits

1. Pursuant to Article 3.35.2, if the customs authority of the importing Party is not satisfied with the outcome of the verification, it may, under exceptional circumstances for justifiable reasons, request to conduct a verification visit to the producer or exporter premises including inspection of the exporter's or producer's accounts, records or any other check considered appropriate.

2. Prior to conducting a verification visit pursuant to paragraph 1, the customs authority of the importing Party shall deliver a written notification to the customs or competent authority of the exporting Party requesting the verification visit and whether the importing Party or exporting Party will be conducting the visit.

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

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

(b) justification for the unsatisfactory outcome of the verification conducted by the competent or customs authority of the exporting Party, and

(c) the coverage of the proposed verification visit, including reference to the good subject to the verification, and evidence of fulfilling the requirements of this Chapter.

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

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

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

7. Upon the issuance of the written determination referred to in paragraph 6 that the good qualifies as an originating good, the customs authority of the importing Party shall immediately restore preferential benefits, and promptly refund the duties paid in excess of the preferential duty or release guarantees obtained in accordance with the laws and regulations of the Parties.

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

9. The verification visit process, including the actual visit and the determination under paragraph 6, shall be carried out and its results communicated to the authorities of the Parties within a maximum period of six months from the date on which the initial verification visit was requested. While the process of verification is being undertaken, Article 3.35.4 shall be applied.

Article 3.37. Record Keeping Requirement

1. For the purposes of the verification process pursuant to Articles 3.35 and 3.36, each Party shall require that:

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

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

(c) the competent authority or issuing authority retain, for a period not less than five years from the date of issuance of the proof of origin, or a longer period in accordance with its laws and regulations, all supporting records of the application for the proof of origin.

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

Article 3.38. Confidentiality

Each Party shall ensure that all information collected pursuant to this Chapter shall not be used for purposes other than the administration and enforcement of decisions and determinations relating to origin and to customs matters, except with the permission of the person or Party who provided the information.

Article 3.39. Contact Points

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

Article 3.40. Mutual Assistance

The competent authorities of both Parties shall provide each other the following information:

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

(b) name and address of the competent authorities responsible for verifying the proof of origin, and

(c) secured web address for the QR codes and electronic certificates authentications.

Section E. Consultation and Modifications

Article 3.41. Consultation and Modifications

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

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

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

Chapter 4. CUSTOMS ADMINISTRATIONS AND TRADE FACILITATION

Article 4.1. General Provisions

1. The Parties reaffirm their commitments under the WTO Agreement on Trade Facilitation.

2. Each Party shall ensure that its trade facilitation and customs procedures including importation, exportation, and transit procedures, are applied in a predictable, consistent and transparent manner.

3. The Parties shall be guided by the following general principles to support the customs procedures and trade facilitation measures:

(a) transparency, efficiency, simplification, harmonization, consistency, and non-discrimination of the procedures related to exportation, importation and transit of goods;

(b) consistent, impartial, and predictable administration of their respective laws, regulations and administrative decisions relevant to trade in goods;

(c) customs procedures of each Party shall conform, where possible, to the standards and recommended practices of the World Customs Organization, WTO and other relevant international standards;

(d) consistency with relevant multilateral instruments;

(e) best possible use of information technology;

(f) controls based on risk management;

(g) cooperation within each Party among customs and other border authorities;

(h) consultations between the Parties and their respective traders and other interested parties, and

(i) the customs administration of each Party shall periodically review its customs procedures with a view to their further simplification and development to facilitate bilateral trade.

4. Each Party shall endeavour to provide for clearance of goods with minimum documentation requirements and make electronic systems accessible to customs users and use information technology that expedites procedures for the release of goods.

Article 4.2. Transparency

1. The Parties recognise the importance of timely consultations with trade representatives on legislative proposals and general procedures related to customs and trade issues. To that end, each Party shall provide for appropriate consultations between administrations and traders and other interested parties, which shall take place in each Party to the extent practicable, and in a manner consistent with its law.

2. Each Party shall ensure that their respective customs and related requirements and procedures continue to meet the needs of the trading community, follow best practices, and remain as little trade-restrictive as possible. 3. Each Party shall, as appropriate, provide for regular consultations between border agencies and traders or other stakeholders located within its territory.

4. Each Party shall promptly publish the following information, in a non-discriminatory and easily accessible manner, in order to enable governments, traders, and other interested parties to become acquainted with them:

(a) importation, exportation, and transit procedures (including port, airport, and other entry-point procedures) and required forms and documents;

(b) fees and charges imposed by, or for, governmental agencies on, or in connection with, importation, exportation or transit;

(c) rules for the classification or valuation of products for customs purposes;

(d) laws, regulations, and administrative rulings of general application relating to rules of origin;

(e) import, export, or transit restrictions or prohibitions;

(f) penalty provisions against breaches of import, export or transit formalities;

(g) review and appeal procedures;

(h) agreements or parts thereof with any country or countries relating to importation, exportation or transit;

(i) procedures relating to the administration of tariff quotas;

(j) contact points for information enquiries, and

(k) other relevant information of an administrative nature in relation to subparagraphs (a) to (j).

5. Each Party shall, to the extent practicable, and in a manner consistent with its law, ensure that new or amended laws and regulations of general application related to the movement, release, and clearance of goods, including goods in transit, are promptly publish, in a non-discriminatory and easily accessible manner, including online, as well as the interpretations of such laws and regulations.

6. Each Party shall endeavour, to the extent possible and within its available resources, to publish the information referred to in paragraphs 4 and 5, in the English language.

7. Each Party shall, to the extent practicable and in a manner consistent with its law, ensure that there is a reasonable time period between the publication of new or amended laws and regulations and fees or charges and their entry into force.

8. Each Party shall establish or maintain one or more enquiry points to answer enquiries from traders and other interested parties on customs and other trade-related matters. The enquiry points shall answer enquiries within a reasonable time period set by each Party, which may vary depending on the nature or complexity of the request. A Party shall not require the payment of a fee for answering enquiries or providing required forms and documents.

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

Article 4.3. Advance Rulings

1. Each Party shall issue, prior to the importation of a good of a Party into its territory, a written advance ruling upon written request, including by electronic means, of an importer in its territory, or an exporter or producer in the territory of the other Party, with regard to:

(a) tariff classification of the goods;

(b) the application of customs valuation criteria, in accordance with the Customs Valuation Agreement, and

(c) whether a good qualifies as originating in accordance with Chapter 3 (Rules of Origin).

2. Each Party shall adopt or maintain procedures for the issuance of advanced rulings, including a detailed description of the information reasonably required to process an application for a ruling.

3. Each Party shall issue an advance ruling, in accordance with its laws and regulations, in a reasonable time-bound manner, and in no case later than 90 days after it receives all the information required to process the application, including any supplemental information that may be requested. This may include a sample of the good for which the requester is seeking an advance ruling if requested by the receiving Party. In issuing an advance ruling, the Party shall take into account the facts and circumstances that the requester has provided.

4. A Party may decline to issue an advance ruling, in accordance with its laws and regulations. A Party that declines to issue an advance ruling shall promptly notify the requester in writing, setting out the relevant facts and circumstances and the basis for its decision to decline to issue the advance ruling.

5. Each Party shall provide that its advance rulings shall take effect on the date that they are issued or on a later date specified in the ruling, and remain in effect for a reasonable period of time, unless the law, facts or circumstances on which the ruling is based have changed.

6. After issuing an advance ruling, the Party may modify or revoke the advance ruling if there is a change in the law, facts or circumstances on which the ruling was based, if the ruling was based on inaccurate or false information, or if the ruling was in error.

7. A Party may apply a modification or revocation in accordance with paragraph 6 after it provides notice of the modification or revocation and the reasons for it to the requester.

8. No Party shall apply a revocation or modification retroactively to the detriment of the requester unless the ruling was based on inaccurate or false information provided by the requester.

9. Subject to each party´s advance rulings proceeding and any confidentiality requirements in its laws and regulations, each Party may make its advance rulings publicly available, including online.

Article 4.4. Review and Appeal

1. Each Party shall ensure that any person to whom it issues an administrative determination on customs matters has access to:

(a) at least one level of administrative review, independent of the official or authority (1) that issued the administrative determination, in accordance with its laws and regulations, and

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

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

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

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

Article 4.5. Penalties

1. Each Party shall ensure that penalties for a breach of its customs laws, regulations, or procedural requirements are imposed only on the person or persons legally responsible for the breach.

2. The penalty imposed shall depend on the facts and circumstances of the case and shall be commensurate with the degree and severity of the breach.

3. No Party shall impose substantial penalties for minor breaches of customs regulations or procedural requirements. In particular, no penalty in respect of any omission or mistake in customs documentation which is easily rectifiable and obviously made without fraudulent intent or gross negligence shall be greater than necessary to serve merely as a warning.

4. Each Party shall ensure that if a penalty is imposed for a breach of customs laws, regulations, or procedural requirements, an explanation in writing is provided to the person or persons upon whom the penalty is imposed, specifying the nature of the breach, the basis for the penalty and instructions on the right to appeal.

5. If a person voluntarily discloses to a Party's customs administration the circumstances of a breach of customs laws, regulations, or procedural requirements prior to the discovery of the breach by the customs administration, the Party is encouraged to, if appropriate, consider this fact as a potential mitigating factor when establishing a penalty for that person.

6. Each Party shall maintain measures to avoid conflicts of interest in the assessment and collection of penalties, ensuring that government officials do not personally benefit from any penalty or duties assessed or collected.

Article 4.6. Use of Automated Systems

1. Each Party shall endeavor, to the extent possible, to apply information and communication technologies to support customs operations, particularly in the paperless trading context, taking into account developments in this area within the World Customs Organization (WCO).

2. The customs authority of each Party shall endeavor to use information and communication technologies that expedites procedures for the release of goods, including the submission and processing of information and data before arrival of the shipment, as well as electronic or automated systems for risk management and targeting.

Article 4.7. Express Shipments

Each Party shall adopt or maintain expedited customs procedures for express shipments while maintaining appropriate customs control and selection. These procedures shall:

(a) provide for a separate and expedited customs procedure for express shipments;

(b) provide for information required to release an express shipment to be submitted and processed electronically before the shipment arrives;

(c) allow submission of a single manifest covering all goods contained in an express shipment, through, if possible, electronic means;

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

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

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

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

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

Article 4.8. Risk Management

1. Each Party shall adopt or maintain a risk management system for customs control.

2. Each Party shall concentrate customs control on high-risk consignments and expedite the release of low-risk consignments. Each Party may also select, on a random basis, consignments for such controls as part of its risk management.

3. Each Party shall base risk management on an assessment of risk through appropriate selectivity criteria.

4. In order to strengthen their risk management systems, the Parties may adopt cooperation programmes that are based on best practices established between them and in accordance with the Agreement between the Government of the United Arab Emirates and the Government of the Republic of Chile on Co-Operation and Mutual Assistance in Customs signed on 27 September 2019, and its amendments (hereinafter CMAA) upon the entry into force of the CMAA.

Article 4.9. Post-clearance Audit

1. With a view to expediting the release of goods, each Party shall adopt or maintain post-clearance audit to ensure compliance with customs and other related laws and regulations.

2. Each Party shall conduct post-clearance audits in a risk-based manner.

3. Each Party shall conduct post-clearance audits in a transparent manner. If an audit is conducted and conclusive results have been achieved, the Party shall, without delay, notify the person whose record has been audited of the results, the reasons for the result, and the rights and obligations of that person.

4. The Parties acknowledge that the information obtained in a post-clearance audit may be used in further administrative or judicial proceedings.

5. The Parties shall, wherever practicable, use the result of post-clearance audit in applying risk management.

Article 4.10. Authorised Economic Operator - AEO

1. Each customs administration of the Parties shall adopt the implementation and strengthening of its national Authorized Economic Operator programme (“AEO”) in accordance with the WCO Framework of Standards to Secure and Facilitate Global Trade (“WCO SAFE Framework”).

2. In order to facilitate trade and enhance compliance and risk management between them, the customs administrations of the Parties shall promote and work toward the signing of mutual recognition arrangements or agreements on AEO of the Parties.

Article 4.11. Single Windows for Foreign Trade

The Parties shall endeavour to implement and promote their single window, enabling traders to submit documentation or data requirements for importation, exportation, or transit of goods through a single-entry point to the participating authorities or agencies. The Parties shall endeavour to work on the interoperability between them.

Article 4.12. Release of Goods

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

2. Pursuant to paragraph 1, each Party shall adopt or maintain procedures that: (a) provide for the immediate release of goods upon receipt of the customs declaration and fulfillment of all applicable requirements and procedures;

(b) provide for advance electronic submission and processing of information before the physical arrival of goods with a view to expediting the release of goods upon arrival;

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

(d) allow for the release of goods prior to the final determination of customs duties, taxes, fees, and charges, if such a determination is not done prior to, or upon arrival, or as rapidly as possible after arrival and provided that all other regulatory requirements have been met, (3) and

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

3. Each Party shall, provided that all regulatory requirements have been met, endeavor to adopt or maintain a procedure for the release of perishable goods in order to permit prompt customs clearance.

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

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

(3) As a condition for such release, a Party may require: (i) payment of customs duties, taxes, fees, and charges determined prior to or upon arrival of goods and a guarantee for any amount not yet determined in the form of a surety, a deposit, or another appropriate instrument provided for in its laws and regulations; or (ii) a guarantee in the form of a surety, a deposit, or another appropriate instrument provided for in its laws and regulations.

Article 4.13. Article 4.13: Border Agency Coordination

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

Article 4.14. Confidentiality

1. If a Party provides information to the other Party in accordance with this Chapter, the other Party shall keep that information confidential. Such information shall not be made publicly available by a Party without the expressed permission of the Party that provided the information or the person that provided the information to that Party.

2. Any information pertaining to Customs exchanged under this Agreement shall be treated as confidential pursuant to the terms set forth in the CMAA upon the entry into force of the CMAA.

Article 4.15. Cooperation

1. The Parties shall cooperate, as appropriate, on customs and trade facilitation matters. Such cooperation may include:

(a) cooperate in the research, development and application of new customs procedures, in the training and exchange of personnel, in sharing of best practices, and in other matters of mutual interest;

(b) collaborating on the customs-related aspects of securing and facilitating the international trade supply chain in accordance with WCO SAFE Framework;

(c) exploring the possibility of developing joint initiatives, including the exchange of best practices and technical assistance, as well as towards ensuring an effective service to the business community. Cooperation may include fields such as new technologies for customs procedures, developing training programs for customs officers, among others;

(d) strengthening their cooperation in the field of customs in international organisations such as the World Trade Organization (WTO) and the World Customs Organization (WCO), and

(e) sharing their respective experiences in developing and deploying their single window systems, as well as their respective implementation of data standards and elements in accordance with the World Customs Organization (WCO) and its Data Model;

2. The Parties shall provide each other with mutual administrative assistance in customs matters under the CMAA upon the entry into force of the CMAA.

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

Article 4.16. Contact Points

1. The Parties designate the following contact points: (a) for Chile, the Undersecretariat of International Economic Relations, or its successor, and (b) for the UAE, the Federal Authority of Identity, Citizenship, Customs and Port Security.

2. The Parties shall notify each other promptly of any amendment to the details of their contact points. 3. The contact points shall:

(a) facilitate the discussions, requests and exchange of information pertaining to this Chapter in a timely manner;

(b) consult and, if appropriate, coordinate with the relevant governmental authorities in its territory related to any matter arising from this Chapter, and

(c) carry out any other additional responsibilities that the Parties may agree.

Article 4.17. Subcommittee on Customs Administration and Trade Facilitation

1. The Parties hereby establish a Subcommittee on Customs Administration and Trade Facilitation ("Subcommittee"). The Subcommittee shall be composed of representatives of the Parties and shall be co-chaired by a representative of each Party.

2. The functions of the Subcommittee shall be to:

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

(b) follow up on the various developments, application and enforcement of customs procedures pertaining to the implementation of this Chapter, and

(c) report on its activities and findings, and make recommendations, as required, to the Joint Committee.

Chapter 5. SANITARY AND PHYTOSANITARY MEASURES

Article 5.1. Definitions

1. For the purposes of this Chapter: competent authority means a government body of each Party responsible for measures and matters referred to in this Chapter.

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

3. The relevant definitions developed by the Codex Alimentarius Commission (hereinafter referred to as "Codex"), the World Organization for Animal Health (hereinafter referred to as "WOAH") and the International Plant Protection Convention (hereinafter referred to as "IPPC") apply to this Chapter.

Article 5.2. Objectives

The objectives of this Chapter are to:

(a) facilitate implementation of the SPS Agreement and applicable international standards, guidelines and recommendations developed by the relevant international organizations defined by the SPS Agreement;

(b) facilitate bilateral trade in food, plants and animals, including their products, while protecting human, animal or plant life or health in the territory of each Party;

(c) increase mutual understanding of each Party's regulations and procedures relating to the implementation of sanitary and phytosanitary measures;

(d) provide a means to improve communication and cooperation on sanitary and phytosanitary issues, and

(e) provide means to resolve issues on sanitary and phytosanitary arising from the implementation of this Agreement.

Article 5.3. Scope and Coverage

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

Article 5.4. General Obligations

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

2. The Parties shall cooperate in relevant international bodies engaged in work on sanitary and phytosanitary related issues, including the WTO SPS Committee, Codex, WOAH, and IPPC.

Article 5.5. Transparency and Exchange of Information

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

2. In implementing this Chapter, the Parties confirm their commitment to the transparency provisions set out in Article 7, Annex B of the SPS Agreement and relevant Decisions and Recommendations on transparency adopted by the WTO Committee on Sanitary and Phytosanitary Measures, taking into account relevant international standards, guidelines, and recommendations.

3. Each Party shall notify a proposed sanitary or phytosanitary measure that may have an effect on the trade of the other Party, including any that conforms to international standards, guidelines, or recommendations, by using the SPS Agreement notification submission system as a means of notification. To table text on providing written responses to comments in a timely manner.

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

5. The exporting Party shall notify in writing to the importing Party in a timely and appropriate manner if it has knowledge of:

(a) a significant change or urgent situation of a sanitary or phytosanitary risk or status in its territory that may affect current trade between the Parties, or

(b) significant changes in food safety, pest, or disease management, control, or eradication policies or practices that may affect current trade between the Parties.

6. A Party shall promptly provide, upon request of the other Party, all sanitary or phytosanitary measures related to the importation of a good into that Party's territory.

7. Each Party shall provide, upon request of the other Party, information on results of import checks in case of rejected or non-compliant consignments, including the scientific basis for such rejections.

Article 5.6. Adaptation to Regional Conditions

1. The Parties recognize that the principle of adaptation to regional conditions, including pest-free areas and areas of low pest disease prevalence, as provided for under Article 6 of the SPS Agreement, has mutual benefits for both Parties.

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

3. For these purposes, the Parties may agree in advance specific procedures or protocols.

Article 5.7. Equivalence

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

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

3. The Parties shall follow the procedures for determining the equivalence of sanitary and phytosanitary measures and

standards developed by the WTO SPS Committee and relevant international standard-setting bodies in accordance with Annex A of the SPS Agreement, mutatis mutandis.

Article 5.8. Risk Analysis

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

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

3. When conducting a risk assessment process, each Party shall consider the Decisions and Recommendations adopted by the WTO SPS Committee and international standards, guidelines and recommendations from Codex, WOAH and IPPC.

4. Each Party shall select a risk management option that is not more trade restrictive than required to achieve the sanitary or phytosanitary objective.

Article 5.9. Subcommittee on Sanitary and Phytosanitary Measures

1. The Parties hereby establish a Subcommittee on Sanitary and Phytosanitary Measures ("SPS Subcommittee") with the objective of ensuring the implementation of this Chapter. The SPS Subcommittee shall be comprised of representatives of each Party who have responsibility for the development, implementation, and enforcement of sanitary and phytosanitary measures.

2. The SPS Subcommittee shall seek to enhance cooperation between the Parties' agencies with responsibility for sanitary and phytosanitary measures.

3. For the purposes of the effective implementation and operation of this Chapter, the functions of the SPS Subcommittee shall be to provide a forum for:

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

(b) discussion on matters related to the development or application of sanitary and phytosanitary measures that affect or may affect trade between the Parties;

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

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

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

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

(g) reviewing progress on addressing sanitary and phytosanitary measures that may arise between the competent authorities.

4. The SPS Subcommittee shall meet annually, unless otherwise agreed.

5. The SPS Subcommittee shall establish its own rules of procedure during its first meeting, which shall include the establishment of contact points and responsible competent authorities for the implementation of this Chapter.

Article 5.10. Cooperation

1. The Parties shall cooperate to facilitate the implementation of this Chapter.

2. The Parties shall explore opportunities for further cooperation and collaboration on sanitary or phytosanitary measures of mutual interest, in a manner consistent with the provisions of this Chapter.

Chapter 6. TECHNICAL BARRIERS TO TRADE

Article 6.1. Definitions

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

Article 6.2. Objective

The objective of this Chapter is to facilitate trade, including by preventing and eliminating unnecessary technical barriers to trade, enhancing transparency, and promoting bilateral cooperation and good regulatory practices in accordance with the rights and obligations of the Parties with respect to the TBT Agreement.

Article 6.3. Scope

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

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

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

Article 6.4. Incorporation of the TBT Agreement

The Parties reaffirm their existing rights and obligations with respect to each other under the TBT Agreement, and to this end the following provisions of the TBT Agreement are incorporated into and made part of this Agreement, mutatis mutandis:

(a) Article 2;

(b) Article 4.1;

(c) Article 5;

(d) Article 6.1, 6.3, and

(e) Annex 3, except for paragraph A.

Article 6.5. International Standards

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

2. In determining whether an international standard, guide, or recommendation within the meaning of Articles 2 and 5 and Annex 3 of the TBT Agreement exists, each Party shall base its determination on the principles set out in the "Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement", adopted on 13 November 2000 by the WTO Committee on Technical Barriers to Trade (Annex 2 to PART 1 of G/TBT/1/Rev13), and any subsequent version thereof.

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

Article 6.6. Technical Regulations

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

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

3. Where a Party does not accept the request of the other Party as specified in paragraph 2, it shall, upon request of the other Party, explain the reasons for its decision.

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

Article 6.7. Conformity Assessment Procedures

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

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

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

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

(d) reliance on a supplier's declaration of conformity, where appropriate;

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

(f) other mechanisms agreed by the Parties.

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

3. In order to enhance confidence in the consistent reliability of conformity assessment results, the Parties may consult on matters such as the technical competence of the conformity assessment bodies involved.

4. Each Party shall give positive consideration to a request by the other Party to negotiate agreements or arrangements for the mutual recognition of the results of their respective conformity assessment procedures. If a Party declines such a request, it shall explain the reasons for its decision.

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

Article 6.8. Transparency

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

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

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

4. Each Party shall allow a reasonable interval between the publication of technical regulations and their entry into force, that shall normally mean a period of not less than six months, except when this period would be ineffective or inappropriate to fulfil the legitimate objectives pursued, or where urgent issues of safety, health, environmental protection, or national security arise or threaten to arise.

Article 6.9. Cooperation and Trade Facilitation

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

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

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

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

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

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

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

(b) promoting the use of good regulatory practices to improve the efficiency and effectiveness of standards, technical regulations, and conformity assessment procedures;

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

(d) exchanging market surveillance information, where appropriate;

(e) encouraging greater use of international standards, guides and recommendations as a basis for technical regulations and conformity assessment procedures, and

(f) promoting compatibility or equivalence of technical regulations and conformity assessment procedures.

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

4. Upon request of a Party, the other Party shall facilitate information in the field of standardization, conformity assessment, and accreditation on halal certification, including procedures and guidelines, to facilitate trade between the Parties.

Article 6.10. Information Exchange and Technical Discussions

1. Any information or explanation that a Party provides upon request of the other Party pursuant to this Chapter, shall be provided in print or electronically within a reasonable period of time. Each Party shall endeavour to respond no later than 60 days from the date the request is made.

2. All communications between the Parties on any matter covered by this Chapter shall be conducted through the contact points designated under Article 6.11.

3. A Party may request to hold technical discussions with the other Party on any matter arising under this Chapter. The Parties shall endeavour, to the extent practicable, to enter into such technical discussions by notifying the contact points designated under Article 6.11. Such consultations may be conducted via teleconference, video conference, or any other means agreed by the Parties.

Article 6.11. Contact Points

1. For the purposes of this Chapter, the contact points are: (a) for Chile, the Undersecretariat of International Economic Relations, or its successor, and (b) for the UAE, the Standards and Regulation Sector, the Ministry of Industry and Advanced Technology, or its successor.

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

Article 6.12. Subcommittee on Technical Barriers to Trade

1. The Parties hereby establish a Subcommittee on Technical Barriers to Trade ("TBT Subcommittee"), consisting of representatives of the Parties.

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

3. The functions of the TBT Subcommittee may include:

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

(b) coordinating cooperation under Article 6.9, and

(c) facilitating technical discussions including through addressing any issue that a Party raises related to the development, adoption, application, or enforcement of standards, technical regulations, or conformity assessment procedures.

Chapter 7. TRADE REMEDIES

Article 7.1. Scope

1. With respect to the UAE, this Chapter shall apply to investigations and measures that are taken under the authority of the Minister of Economy pursuant to Articles 2, 3, 4, and 8 of Federal Law No. 1 of 2017 on Anti-dumping, Countervailing and Safeguard Measures, including its subsequent amendments and replacements.

2. With respect to Chile, this Chapter shall apply to investigations and measures that are taken under Law No. 18.525 of 1986, of the Ministry of Finance, which establishes the Rules for Importing Merchandise into the Country, and Government Regulation of the Ministry of Finance No. 1.314 of 2012, which establishes the Anti-distortion National Committee Rules of Procedure, including its subsequent amendments and replacements.

Article 7.2. Anti-Dumping and Countervailing Measures

1. Each Party retains its rights and obligations under Article VI of the GATT 1994, the Anti-Dumping Agreement, and the SCM Agreement.

2. The Parties recognize the importance of promoting transparency in anti-dumping and countervailing duty proceedings and of ensuring the opportunity of all interested parties to participate meaningfully in such proceedings.

3. Nothing in this Agreement shall be construed to impose any rights or obligations on a Party with respect to anti-dumping or countervailing duty measures.

Article 7.3. Global Safeguard Measures

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

2. The Parties affirm their existing rights and obligations with respect to each other under Article 9 of the Safeguard Agreement.

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

Article 7.4. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 8. TRADE IN SERVICES

Article 8.1. Definitions

For the purposes of this Chapter:

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

airport operation and management services means the supply of air terminal, airfield and other airport infrastructure operation services on a fee or contract basis. Airport operation services do not include air navigation services; commercial presence means any type of business or professional establishment, including through:

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

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

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

ground handling services means the supply at an airport, on a fee or contract basis, of the following airline representation, administration and supervision; passenger handling; baggage handling; ramp services; catering, except the preparation of food; air cargo and mail handling; fuelling of an aircraft; aircraft servicing and cleaning; surface transport; and flight operations, crew administration and flight planning. Ground handling services do not include self-handling; security; line maintenance; aircraft repair and maintenance; or management or operation of essential centralised airport infrastructure, such as de-icing facilities, fuel distribution systems, baggage handling systems and fixed intra-airport transport systems;

juridical person means any legal entity duly constituted or otherwise organised under applicable law, whether for profit, including governmentally-owned, including any corporation, trust, partnership, joint venture, sole proprietorship or association. A juridical person is:

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

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

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

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

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

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

(i) natural persons of that Party, or

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

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

measures by Parties means measures taken by:

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

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

measures by Parties affecting trade in services includes measures in respect of:

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

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

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

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

natural person of a Party means a natural person who is a national under the laws of that Party or a permanent resident (1)

of the UAE or Chile;

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

person means either a natural person or a juridical person;

selling and marketing of air transport services means opportunities for the air carrier concerned to sell and market freely its air transport services including all aspects of marketing such as market research, advertising and distribution. These activities do not include the pricing of air transport services or the applicable conditions;

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

service consumer means any person that receives or uses a service; service supplier means any person that seeks to supply or supplies a service; (2)

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

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

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

specialty air services means any specialized commercial operation using an aircraft whose primary purpose is not the transportation of goods or passengers, such as aerial fire-fighting, flight training, sightseeing, spraying, surveying, mapping, photography, parachute jumping, glider towing, and helicopter-lift for logging and construction, and other airborne agricultural, industrial and inspection services;

state enterprise means a juridical person that is owned, or controlled through ownership interests by a Party; and

trade in services means the supply of a service:

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

(b) in the territory of a Party to the service consumer of the other Party (mode 2);

(c) by a service supplier of a Party, through commercial presence in the territory of the other Party (mode 3), and

(d) by a service supplier of a Party through presence of natural persons in the territory of the other Party (mode 4).

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

Article 8.2. Scope and Coverage

1. This Chapter shall apply to measures by Parties affecting trade in services.

2. This Chapter shall not apply to:

(a) financial services, as defined in paragraph 5(a) of the GATS Annex on Financial Services;

(b) government procurement;

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

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

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

(i) aircraft repair and maintenance services;

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

(iii) computer reservation system (CRS) services;

(iv) specialty air services;

(v) airport operation and management services, and

(vi) ground handling services;

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

3. This Chapter shall not prevent a Party from applying measures to regulate the entry of natural persons into, or their temporary stay in, its territory, including those measures necessary to protect the integrity of, and to ensure the orderly movement of natural persons across, its borders, provided that such measures are not applied in such a manner as to nullify or impair the benefits accruing to a Party under the terms of a specific commitment. (3)

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

Article 8.3. Most-Favoured Nation Treatment

1. A Party shall accord immediately and unconditionally, in respect of all measures affecting the supply of services, to services and service suppliers of the other Party treatment no less favourable than that it accords to like services and service suppliers of any non-party.

2. Paragraph 1 shall not apply to: (a) treatment granted under other existing or future agreements concluded by one of the Parties and notified under Article V or V bis of the GATS as well as treatment granted in accordance with Article VII of the GATS, or (b) treatment granted by the UAE to services and service suppliers of the GCC Member States under the GCC Economic Agreement and treatment granted by the UAE under the Greater Arab Free Trade Area (GAFTA).

3. The rights and obligations of the Parties in respect of advantages accorded to adjacent countries shall be governed by paragraph 3 of Article II of the GATS, which is incorporated into and made part of this Chapter, mutatis mutandis.

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

Article 8.4. Market Access

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

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

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

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

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

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

(e) measures which restrict or require specific types of legal entities or joint ventures through which a service supplier of the other Party may supply a service, and

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

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

Article 8.5. National Treatment

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

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

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

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

Article 8.6. Additional Commitments

Where a Party undertakes specific commitments on measures affecting trade in services not subject to scheduling under Articles 8.4 and 8.5, such commitments shall be inscribed in that Party's Schedule of Specific Commitments as additional commitments.

Article 8.7. Schedules of Specific Commitments

1. Each Party shall set out in a schedule ("Schedule of Specific Commitments"), the specific commitments it undertakes in accordance with Articles 8.4, 8.5, and 8.6. 2. With respect to sectors where such commitments are undertaken, each Schedule of Specific Commitments shall specify:

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments, and

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

2. Measures inconsistent with both Articles 8.4 and 8.5 shall be inscribed in the column relating to Article 8.4. In this case, the inscription will be considered to provide a condition or qualification to Article 8.5 as well.

3. The Parties' Schedules of Specific Commitments are set out in Annexes 8A and 8B.

Article 8.8. Domestic Regulation

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

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

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

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

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

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

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

5. In determining whether a Party is in conformity with its obligations under paragraph 4, account shall be taken of international standards of relevant international organisations by that Party. (6)

6. Where authorisation is required for the supply of a service by a Party on which a specific commitment under this Agreement has been made, the competent authorities of a Party shall, to the extent practicable and subject to a Party's laws and regulations:

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

(b) establish an indicative timeframe for the processing of an application;

(c) if an application is rejected, inform the applicant in writing and without delay of the reasons for the rejection. The applicant will have the possibility of resubmitting, at its discretion, a new application;

(d) on request of the applicant, provide, without undue delay, information concerning the status of the application; and (e) provide the applicant with the opportunity to remedy deficiencies in the application within a reasonable timeframe and endeavour to provide guidance on the additional information required to complete the application.

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

8. If licensing or qualification requirements include the completion of an examination, each Party shall ensure, to the extent possible, that: (a) the examination is scheduled at reasonable intervals, and (b) a reasonable period of time is provided to enable interested persons to submit an application.

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

(6) "Relevant international organisations" refers to international bodies whose membership is open to the relevant bodies of both Parties to the Agreement.

(7) For the purposes of this paragraph, authorisation fees do not include fees for the use of natural resources, payments for auction, tendering or other non-discriminatory means of awarding concessions, or mandated contributions to universal service provision.

Article 8.9. Recognition

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

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

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

Article 8.10. Monopolies and Exclusive Service Suppliers

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

Article 8.11. Business Practices

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

Article 8.12. Denial of Benefits

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

(a) service suppliers of the other Party where the service is being supplied from or in the territory of a non-Party, or

(b) service suppliers of the other Party where the service is being supplied by a juridical person that is owned or controlled by persons of a non-Party and the juridical person has no substantial business activities in the territory of the other Party.

Article 8.13. Review and Modification of Schedules

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

2. Any modification or withdrawal of specific commitments on trade in services shall be made in accordance with Article 21.2 (Amendments). In the negotiations for such modification or withdrawal, the Parties shall enter into negotiations with a view to reaching an agreement on any necessary compensatory adjustment. In such negotiations and agreements, the Parties shall maintain a general level of mutually advantageous commitments not less favourable to trade than that provided for in their Schedules of Specific Commitments set out in Annex 8A and 8B prior to such negotiations.

ANNEX 8A. SCHEDULE OF SPECIFIC COMMITMENTS. CHILE

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3) Commercial presence (4) Presence of natural persons

I. HORIZONTAL COMMITMENTS

ALL SECTORS INCLUDED IN THIS SCHEDULE

i. Payments and transfers

1), 2), 3) and 4). Unbound, with respect to the measures adopted or to be adopted by the Central Bank of Chile in conformity with its Constitutional Organic Law (“Ley Orgánica Constitucional del Banco Central de Chile, Ley 18.840”) or other legislation, in order to ensure currency stability and the normal operation of domestic and foreign payments. For this purpose, the Central Bank of Chile is empowered to regulate the supply of money and credit in circulation and international credit and foreign exchange operations. The Central Bank of Chile is empowered as well to issue regulations governing monetary, credit, financial, and foreign exchange matters. Such measures include, inter alia, the establishment of restrictions or limitations on current payments and transfers (capital movements) to or from Chile, as well as transactions related to them, such as requiring that deposits, investments or credits from or to a foreign country, be subject to a reserve requirement (“encaje”).

ii. Indigenous groups

Nothing in this Schedule may be understood as limiting the right to maintain or adopt measures establishing rights or preferences to indigenous groups.

iii. Commercial Presence (mode 3)

This Schedule applies only to the following types of commercial presence for foreign investors: sociedades anónimas abiertas y cerradas (public corporations open or closed), sociedades de responsabilidad limitada (private-limited companies), and agencias de sociedades extranjeras (subsidiaries).

Real estate acquisitions and the performance of other legal acts in border areas must comply with the provisions of the relevant legislation, which is unbound for the purposes of this Schedule. The border area is defined as land situated within a distance of 10 km from the border and up to 5 km from the coast and the province of Arica.

iv. Movement of natural persons (mode 4)

Unbound, except for transfers of natural persons within a foreign enterprise established in Chile, in accordance to commercial presence, of senior and specialized personnel who have been employed by the organization for a period of at least two years immediately preceding the date of their application for admission, performing the same type of duties in the parent company of their country of origin. In any case, foreign natural persons may not represent more than 15% of the total staff employed in Chile, when the employer hires more than 25 persons.

Senior personnel are those executives who come under the direct supervision of the board of directors of the enterprise established in Chile and who, inter alia:

- conduct the management of the organization or one of its departments or subdivisions;

- supervise and control the work of other supervisory, professional or managerial employees;

- are personally authorized to hire and fire or recommend hiring or firing or any other measure related to personnel.

Specialized personnel are those highly qualified persons who are indispensable to the supply of the service because of their professional knowledge or:

- possession of qualifications for a particular type of work or activity requiring specialized technical expertise;

- essential knowledge for the supply of the service, research equipment, techniques or management; and

- the non-availability of such specialized personnel in Chile.

The category of senior and specialized personnel does not include the members of the board of directors of a company established in Chile.

For all legal purposes, senior and specialized personnel must establish domicile or residence in Chile. Providers of services are admitted temporarily, for a period of two years, extendable to two more years. Personnel admitted under these conditions will be subject to the provisions of the labor and social security legislation in force.

The temporary presence of natural persons includes also the following categories:

a) A natural person seeking temporary entry, for the purpose of participating in business meetings, performing market or investment studies, generating business contacts or participating in negotiations related to the supply of services in the future, including the setting up of a business or enterprise in the territory of Chile. Temporary entry shall be granted when the business visitor: a) does not receive remuneration in Chile;

b) is not involved in making direct sales to the public; c) does not personally supply a service. b) Persons working in a senior position, as defined above, within a legal person, who are responsible for setting up in Chile a commercial presence of a service provider of the United Arab Emirates when:

(i) the representatives are not engaged in making direct sale or supplying services, and

(ii) the service provider has its principal place of business in the territory of the United Arab Emirates and has no other representative, office, branch or subsidiary in Chile.

v. Chile reserves the right to adopt or maintain any measure according rights and preferences to socially or economically disadvantaged minorities.

vi. Personal Data Protection

Nothing in this Annex may be understood as a limitation of the right to maintain or adopt measures that establish rights or preferences to the personal data of Chilean citizens or migrants.

II. SECTOR-SPECIFIC COMMITMENTS

Sector or subsector	**Limitations on market access**	**Limitations on national treatment**	**Additional commitments**
1. BUSINESS SERVICES			
A. Professional services	Without prejudice to what is established in Section I (Horizontal Commitments), suppliers of the professional services included in this Schedule may be subject to assessment by the competent authorities in connection with which they must show that they fulfil the requirements designed to ensure that they perform competently in the sector.		
a. International legal services (1) i. Advisory services on matters of international law and foreign law. (part of CPC 86190)	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	(1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.	
ii. Arbitration and mediation/conciliation services (CPC 86602)	(1) None, except for arbitration proceedings which under Chilean legislation fall within the sole jurisdiction of legal national arbitration courts or may be heard by legal arbitrators. (2) None, except for arbitration proceedings which under Chilean legislation fall within the sole jurisdiction of legal national arbitration courts or may be heard by legal arbitrators (3) Unbound (4) Unbound, except as indicated in the horizontal section.	(1) None, except for arbitration proceedings which under Chilean legislation fall within the sole jurisdiction of legal national arbitration courts or may be heard by legal arbitrators. (2) None, except for arbitration proceedings which under Chilean legislation fall within the sole jurisdiction of legal national arbitration courts or may be heard by legal arbitrators (3) Unbound (4) Unbound, except as indicated in the horizontal section.	

(1) Refers solely and exclusively to matters relating to international and foreign law. If an advisory service involves an appearance before a Chilean court of justice administrative body, then this must be conducted by a lawyer authorized to practice in Chile who fulfils the requirement of being a Chilean national. The same requirement must be fulfilled whenever there is a need for written instrument to be submitted or a formal procedure carried out before the above-mentioned court or administrative body. This provision of advisory services does not confer the

right to use the title of Attorney and therefore does not include representation or advisory services in contentious or non-contentious matters.

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments iii. Other legal services (part of CPC 861)2 (1) , (3) None, except The assistants of the administration of justice must reside in the same place or city where the court where they will provide their services is located. Bankruptcy trustees must have at least three years of experience in commercial, economic or legal areas and be duly authorized by the Minister of Justice and may only work in their place of residence. (2) None (4) Unbound, except as indicated in the horizontal section. (1), (3) None, except Public defenders, public notaries, and conservators must be Chilean and meet the same requirements for judges. Archivists and arbitrators of law must be lawyers, therefore, they must be Chilean. Only Chileans with the right to vote and foreigners with permanent residence and the right to vote may act as judicial receivers and as procurators of the number. Only Chilean nationals and foreigners with permanent residence in Chile or Chilean legal entities can be public auctioneers. To be a bankruptcy trustee, it is necessary to have a technical or professional degree granted by a university, a professional institute or a technical training center recognized by the State of Chile. The exercise of the legal profession is reserved only to those who have completed their studies at Chilean universities. Only lawyers can provide services such as sponsorship in matters brought before the courts of the Republic, and this translates into the obligation that the first presentation of each party must be sponsored by a lawyer authorized to practice the profession; the drafting of the deeds of incorporation, modification, termination or liquidation of companies, of liquidation of conjugal companies, of partition of assets, articles of incorporation of legal personality, associations of canalists, cooperatives, transaction contracts and bond issue contracts Anonymous Societies; and the sponsorship of 2 If the realization of the consultancy implies the appearance before Courts of Justice or Chilean administrative bodies, it must be carried out by a lawyer authorized in the country to exercise the profession. The same requirement must be fulfilled in the event that it is required to present a document or carry out any formal procedure before said Courts or administrative bodies. The provision of advice does not give the right to use the title of lawyer and therefore does not include representation or sponsorship services in contentious or non-contentious procedures.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments the request for the granting of legal personality for corporations and foundations. (2) None (4) Unbound, except as indicated in the horizontal section. Accounting, auditing and bookkeeping services3: i. Financial auditing services (CPC 86211) (1) , (3) None, except: The external auditors of financial institutions must be registered in the Register of External Auditors of the Commission for the Financial Market. Only legal entities legally constituted in Chile as partnerships or associations and whose main line of business is auditing services may be registered in the Registry. (2) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. ii. Accounting review services (CPC 86212) (1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. (1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. c. Taxation services (CPC 863) (1) None (1) None 3 Financial statements must be endorsed by a professional legally authorized to practise in Chile.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (2) None (3) None (4) Unbound, except as indicated in the horizontal section. d. Architectural services i. Advisory and pre-design architectural services (CPC 86711) ii. Architectural design services (CPC 86712) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. e. Engineering services: i. Advisory and consultative engineering services (CPC 86721) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section ii. Engineering design services for industrial processes and production (1) None (2) None (1) None (2) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (part of CPC 86725) (3) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section iii. Contract Administration Services (CPC 86713) (1) None (2) None (1) None (2) None (3) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section iv: Combine Architectural Design and Contract Administration Services (CPC 86714) (1) None (2) None (3) None (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section v. Other Architectural Services (CPC 86719) (1) None (2) None (1) None (2) None (3) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section Engineering Services i. Engineering Design Services for the Construction of

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Foundations and Building Structures (CPC 86722) ii. Engineering Design Services for Mechanical and Installation Building (CPC 86723) iii. Engineering Design Services for The Construction of Civil Engineering Works (CPC 86724) iv. Engineering design services relating to sanitary works (CPC 86726) v. Other Engineering Services (CPC 86729) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section e. Integrated Engineering Services: Integrated engineering services (CPC 8673, including 86731, 86731, 86732, 86733, 86739) Urban planning and landscape services (CPC 8674) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1), (2) and (3) Unbound for anthropological, archaeological, and palaeontological studies, research or any other activity conducted in the 200-nautical-mile maritime zone under national jurisdiction and studies in border areas. (4) Unbound, except as indicated in the horizontal section, in which case the restrictions for Modes 1, 2 and 3 apply. (1) None (2) None (3) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Veterinary services (CPC 932) Services provided by midwives, nurses, physiotherapists and paramedical personnel (CPC 93191) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) Unbound (2) None (3) None (4) Unbound, except as indicated in the horizontal section 2. COMPUTER AND RELATED SERVICES a. Consultancy services related to the installation of computer hardware (CPC 841) b. Software implementation services (CPC 842) c. Data processing services (CPC 843) (for the purposes of the entire section, other than data-processing services for financial services) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments d. Data Base Services (CPC 844) b. Other (CPC 845 & CPC 849)

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments 3. RESEARCH AND DEVELOPMENT SERVICES (1) and (3) None, except: The Directorate of Borders and Frontiers may stipulate that an expedition include one or more representatives of relevant Chilean activities. These representatives would participate in and learn about the studies and their scope. The Directorate of Borders and Frontiers may authorize or refuse geographical explorations in Chile of any kind planned by foreign legal or natural persons. (2) None (4) Unbound, except as indicated in the horizontal section (1) and (3) None, except: Foreign natural or legal persons intending to conduct research in the 200-mile maritime zone under national jurisdiction must obtain an authorization from the Instituto Hidrográfico de la Armada de Chile (Hydrographic Institute of the Chilean Army), in accordance with the relevant regulation. For this purpose, they must submit a request at least six months in advance of the date on which the research is intended to start The Directorate of Borders and Frontiers may authorize or refuse geographical explorations in Chile of any kind planned by foreign legal or natural persons. (2) None (4) Unbound, except as indicated in the horizontal section a. Research and development services

on natural sciences (part of CPC 851) (part of CPC 853) (part of CPC 86751)

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments b. Research & Development in social sciences and humanities (CPC 852) (CPC 853) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) and (3) None, except: Foreign natural or legal persons intending to carry out excavations, surveys, probing and/or collect anthropological, archaeological and paleontological material, must apply for a permit from the Consejo de Monumentos Nacionales (Council of National Monuments). As a precondition for granting such permit the person in charge of the research must belong to a reliable foreign scientific institution and be working in collaboration with a Chilean state-owned scientific institution or a Chilean university. Such permits may be granted to Chilean researchers having the appropriate scientific background in archaeology, anthropology or paleontology, duly certified, and who have a research project and appropriate institutional sponsorship; and to foreign researchers, provided that they belong to a reliable scientific institution and work in collaboration with a Chilean University. The curators and directors of museums acknowledge by the Consejo de Monumentos Nacionales, professional archaeologist, anthropologists or paleontologists, as appropriate, and members of the Sociedad Arqueológica de Chile (Chilean Archaeological Society) shall be authorized to perform salvage-related work. Salvage involves the urgent recovery of archaeological, anthropological or paleontological data or species threatened by imminent loss. (2) None (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments 4. REAL ESTATE SERVICES a. Real-estate services involving own or leased property (CPC 821) (1) None (2) None (3) None (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section b. Real-estate services on a fee or contract basis (CPC 822) (1) None (2) None (1) None (2) None (3) None (3) None (4) Unbound, except as indicated in the horizontal section (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments 5. OTHER BUSINESS SERVICES a. Advertising services (CPC 871) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Market research and public opinion polling services (CPC 864) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. c. Packaging services (CPC 876) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. d. Services Incidental to Mining (CPC 883) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments e. Management Consulting Services (CPC 865) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section f. Services related to management consulting (CPC 866) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section g. Technical testing and analysis services (CPC 8676) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section h. Services related to agriculture (part of CPC 881) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Services related to hunting (part of CPC 881) (1) and (3) None, except: Persons who have weapons, explosives or similar substances must request their registration with the supervisory authority corresponding to their domicile, and this authority will subject them to control, for which purpose a request must be submitted to the General Directorate of National Mobilization of the Ministry of Defence. (2) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Services related to forestry (part of CPC 881) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section i. Personnel placement and supply services (CPC 872) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section j. Investigation and security services (CPC 873) Except the private services of armed guards. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments k. Related scientific and technical consulting services (CPC 8675) (1) and (3) None, except: Representatives of legal or natural persons domiciled abroad who wish to carry out explorations to carry out work for scientific, technical or mountaineering purposes in border areas, must request the corresponding authorization through a Chilean consul in the respective country, who will send it immediately and directly to the Directorate of Borders and Limits of the State of the Ministry of Foreign Affairs. The Directorate of Borders and Limits of the State may order that one or more representatives of the relevant Chilean activities be incorporated into the expedition, in order to participate and learn about the studies and their scope. The Department of Operations of the Directorate of Borders and Limits of the State must inform the Directorate about the advisability of authorizing or rejecting the geographical or scientific explorations that foreign persons or organizations plan to carry out in the country. The National Directorate of State Borders and Limits must authorize and control all exploration for scientific, technical or mountaineering purposes that legal entities or individuals residing abroad wish to carry out in border areas. (2) None (4) Unbound, except as indicated in the horizontal section (1) and (3) None, except: Foreign individuals or legal entities who wish to carry out research in the 200-mile maritime zone under national jurisdiction must obtain authorization from the Hydrographic Institute of the Chilean Navy, under the terms of the respective regulations. To this end, they must submit a request at least six months in advance of the date on which the investigation is intended to begin. The Directorate of Borders and Limits of the State may order that one or more representatives of the relevant Chilean activities be incorporated into the expedition, in order to participate and learn about the studies and their scope. The Department of Operations of the Directorate of Borders and Limits of the State must inform the Directorate about the advisability of authorizing or rejecting the geographical or scientific explorations that foreign persons or organizations plan to carry out in the country. The National Directorate of State Borders and Limits must authorize and control all exploration for scientific, technical or mountaineering purposes that legal entities or individuals residing abroad wish to carry out in border areas. (2) None (4) Unbound, except as indicated in the horizontal section

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments l. Maintenance and repair of equipment (not including vessels, aircrafts, or other transport equipment) (CPC 633) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section m. Building-cleaning services (CPC 874) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section n. Photographic services (CPC 875) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section o. Printing and publishing services (CPC 88442) (3) None, except: Every newspaper, magazine, or periodical with an editorial address in Chile must have a responsible director and a person who replaces him, who must be Chilean nationals, with domicile and residence in Chile. The owner of any newspaper, magazine, or newspaper with editorial address in Chile, or national news agency, must be Chilean with domicile and residence in Chile. If the owner is a legal entity or a community, it will be considered Chilean if 85 percent of the social capital or rights in the community belongs to Chilean individuals or legal entities. For these purposes, a Chilean legal person is an entity with 85 percent of its capital owned by Chileans. (3) None, except: Every newspaper, magazine, or periodical with an editorial address in Chile must have a responsible director and a person who replaces him, who must be Chilean nationals, with domicile and residence in Chile. The owner of any newspaper, magazine, or newspaper with editorial address in Chile, or national news agency, must be Chilean with domicile and residence in Chile. If the owner is a legal entity or a community, it will be considered Chilean if 85 percent of the social capital or rights in the community

belongs to Chilean individuals or legal entities. For these purposes, a

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (1), (2) None (4) Unbound, except as indicated in the horizontal section Chilean legal person is an entity with 85 percent of its capital owned by Chileans. (1), (2) None (4) Unbound, except as indicated in the horizontal section p. Convention services (CPC 87909) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section 7. SERVICES INCIDENTAL TO MANUFACTURING a. Services incidental to the manufacture of metal products, machinery and equipment (CPC 885) Except Manufacture of electrical machinery and apparatus n.e.c., on a fee or contract basis (CPC 8855) and Manufacture of medical precision and optical instruments, watches and clocks, on a fee or contract basis, and Manufacture of medical precision and optical instruments, watches (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments and clocks, on a fee or contract basis (CPC 8857) b. Manufacture of textiles, wearing apparel and leather products on a fee or contract basis (CPC 8842) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. c. Manufacture of other non- metallic mineral products, on a fee or contract basis (CPC 8848) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments 8. LEASING SERVICES (WITHOUT OPERATOR) (1) Unbound (1) Unbound a. Leasing or rental services concerning private cars (without operator) (CPC 83101) (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. b. Leasing relating to ships (without operator) (CPC 83103) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None c. Leasing or rental services concerning aircraft (without operator) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (CPC 83104) d. Leasing relating to other transport equipment (without operator) (1) None (2) None (3) None (1) None (2) None (3) None (CPC 83101) (4) Unbound, except as indicated in the horizontal section. (4) Unbound, except as indicated in the horizontal section. (CPC 83102)

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (CPC 83105) e. Leasing or rental services concerning agricultural machinery and equipment (without operator) (CPC 83106) (1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section (1) Unbound (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. f. Leasing or rental services (1) Unbound 1) Unbound concerning construction machinery and equipment (without operator) (CPC 83107) (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section (2) Unbound (3) None (4) Unbound, except as indicated in the horizontal section. g. Leasing relating to other machinery and equipment (without operator) (1) None (2) None (1) None (2) None (3) None (CPC 83106) (3) None (4) Unbound, except as indicated in the horizontal section (CPC 83107) (4) Unbound, except as indicated in the horizontal section (CPC 83108) (CPC 83109) 9. COMMUNICATIONS SERVICES A. Postal services B. Courier services (1), (2), (3) None, except: that, in accordance with Supreme Decree No. 5037 of November 4, 1960 of the Ministry of the Interior and with the Decree with Force of Law No. 10 of January 30, 1982 of the Ministry of Transport and Telecommunications or with the regulations that replace them, (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Services related to the dispatch4 of objects of correspondence 5in accordance with the following list of subsectors, for national or foreign destinations: The State of Chile may exercise, through the “Correos de Chile” company, the monopoly for the admission, transportation and delivery of objects of correspondence. Letters, plain and postage-paid postcards, business papers, newspapers, and printed matter of all kinds, including relief printing for the use of the blind, samples of merchandise, small packets of even a kilo and phonopostals. i) Dispatch of written communications with a specific recipient in any type of physical medium6, including: - the hybrid postal service; - direct mail. (4) Unbound, except as indicated in the horizontal section. ii) Dispatch of packages and packages with a specific recipient7 iii) Dispatch of journalistic products with a specific recipient8 iv) Dispatch of the objects mentioned in subparagraphs i) to iii) as certified or insured mail 4 The term "dispatch" shall be understood to include "admission", "transport" and "delivery". 5 The expression "correspondence objects" refers to objects dispatched by any kind of commercial operator, whether public or private. 6 For example, letters and postcards. 7 Among others, books, catalogs, etc. 8 Magazines, newspapers and periodicals

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments v) Express shipping services 9for the objects mentioned in subparagraphs i) to iii) vi) Dispatch of objects without specific recipient vii) Other services not specified elsewhere C. Telecommunications services In the case of private services, the purpose of which is to meet the specific telecommunications needs of particular enterprises, entities or persons by prior agreement, the supply of these services does not give access to traffic from or to public telecommunications network users. BASIC TELECOMMUNICATION SERVICES Telecommunications services consist of the transport of electromagnetic signals (sound, data, image and any combination thereof), regardless of the type of technology used. This definition does not cover the economic activity consisting of the provision of a service the content of which requires the use 9 Express delivery services may include, in addition to greater speed and reliability, added value elements such as collection from the point of shipment, delivery in person to the recipient, location and tracking of the shipment, the possibility of modifying the destination and the recipient of it once sent or the acknowledgment of receipt.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments of telecommunications services for its transport. The provision of a service the content of which is transported via telecommunications services is subject to the terms and conditions established for that sector, subsector or activity in Chile's Schedule of Specific Commitments. Chile's Schedule of Commitments excludes basic local telecommunications services, one-way satellite transmissions of Direct-to- Home and Direct-Broadcast- Satellite television services and digital audio services. It also excludes free reception broadcasting services. It includes only international and domestic long-distance basic telecommunications services: (a) Voice telephone services (1) None (1) None (CPC 7521) (2) None (2) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (b) Packet-switched data transmission services (3) None except; Subject to a concession, licence or permit from the Undersecretariat for Telecommunications (SUBTEL). A supplier providing a (domestic and international) long-distance telephone service must be an open corporation. (4) Unbound, except as indicated in the horizontal section. (3) None (4) Unbound, except as indicated in the horizontal section. (CPC 7523**) (c) Circuit-switched data transmission services (CPC 7523**) (d) Telex services (CPC 7523**) (e) Telegraph services (CPC 7522) (f) Facsimile services (CPC 7521** + 7529**) (g) Private leased circuit services (CPC 7522** + 7523**) Other: Domestic and international satellite services and satellite links/capacity. Mobile/cellular services: personal communications services, paging services, mobile data transmission services. (h) Electronic mail (1) None (1) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (i) Voice mail (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (j) Online information and data base

retrieval (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (k) Electronic data interchange (EDI) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (l) Enhanced/value-added facsimile services, included store and forward, store and retrieve. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (m) Code and protocol conversion (1) None (2) None (3) None (1) None (2) None (3) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (4) Unbound, except as indicated in the horizontal section. (4) Unbound, except as indicated in the horizontal section. (n) Online information and/or data processing (including transaction processing). (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. 10. CONSTRUCTION AND RELATED ENGINEERING SERVICES a. General Construction Work for Building (CPC 512) b. General Construction Work for Civil Engineering (CPC 513) c. Installation and Assembly Work (CPC 514 + 516) d. Building Completion and Finishing Work (CPC 517) e. Other (CPC 511 + 515 + 518) (1) , (3) Unbound, except that the criteria of Article 8.4 will be applied on a “national treatment” basis. (2) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. 11. DISTRIBUTION SERVICES a. Commission Agent Services (CCP 621), (CCP 6111) (CCP 6113), (CCP 6121) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Wholesale Trade Services (CCP 622) (CCP 61111) (CCP 6113) (CCP 6121) (1) None (2) None (1) None (2) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (3) None (4) Unbound, except as indicated in the horizontal section. (3) None (4) Unbound, except as indicated in the horizontal section. c. Retailing Services (CPC (CCP 631 + 632 + 61112 + 6113 + 6121 + 613) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. d. Franchising (CPC 8929) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. e. Others (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. 12. EDUCATION SERVICES a. Higher Education Services (CPC 923) (1) None (2) None (3) Unbound (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Post-secondary technical and vocational educational services (1) None (2) None (3) None, except that a specific legal entity may be required (1) None (2) None (3) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (4) Unbound, except as indicated in the horizontal section. (4) Unbound, except as indicated in the horizontal section. c. Adult Education Services (CPC 924) (1) None (2) None (3) None, except that a specific legal entity may be required (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. 13. ENVIRONMENTAL SERVICES a. Environmental Services (940) (1), (3) Unbound, except that the criteria in Article 8.4 market access shall be applied on the basis of national treatment. 2) None 4) Unbound, except as indicated in the Horizontal Commitments. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Environmental consulting services (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. d. Other Cleaning services of exhaust gases (CPC 9404) (1) None (2) None (3) None (1) None (2) None (3) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (4) Unbound, except as indicated in the horizontal section. (4) Unbound, except as indicated in the horizontal section. Noise abatement services (CPC 9405) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Nature and landscape protection services (CPC 9406) (1)

None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. 10. TOURISM AND TRAVEL RELATED SERVICES a. Hotels and Restaurants (including catering) (CPC 64) (CPC 641) (CPC 642) (CPC 643) 1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Travel agency and tour operator services (CPC 7471) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. c. Tourist guide services (CPC 7472) (1) None (2) None (1) None (2) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (3) None (4) Unbound, except as indicated in the horizontal section. (3) None (4) Unbound, except as indicated in the horizontal section. 11. RECREATIONAL, CULTURAL & SPORTING SERVICES a. Entertainment Services (CPC 9619) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. News Agency Services (CPC 962) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. c. Libraries, archives, museums and other cultural services (CPC 963) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. d. Sporting and other recreational services (CPC 9619) 1) 2) and 3) None, except that a specific type of legal entity may be required for sporting organisations that develop professional activities. In addition, on a National Treatment basis: i) it is not permitted to participate with more than one team in the same category of a sport competition, ii) specific regulations may be established on equity ownership in sporting companies; iii) minimal capital requirement may be imposed. 4) Unbound, except as indicated in the Horizontal Commitments. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad (3)

Commercial presence (4) Presence of natural persons (3)

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments 12. TRANSPORT SERVICES A. Maritime Transport Services a. Freight Transportation (CPC 7211) b. Passengers Transportation (CPC 7212) c. Rental of vessels with crew (CPC 7213) d. Maintenance and repair of vessels (CPC 8868**) e. Pushing and towing services (7214) f. Supporting services for maritime transport (CPC 745**) (1) , (2) None (3) (a) Establishment of a registered company for the purpose of operating a fleet under the flag of Chile: unbound. (b) Other forms of commercial presence for the supply of international shipping services (defined below10): none, except Only a Chilean natural or legal person can register a ship in Chile. A legal entity must be incorporated with its main domicile and real and effective headquarters in Chile, with its president, manager, and the majority of the directors or administrators being Chilean individuals. In addition, more than 50% of its capital stock must be in the hands of Chilean individuals or legal entities. For purposes, a legal entity that has this participation in another legal entity that owns a vessel must comply with all the aforementioned requirements. A community can register a ship if the majority of the community members are Chilean nationals with domicile and residence in Chile, the administrators must be Chilean nationals (1) , (2) None (3) (a) Establishment of a registered company for the purpose of operating a fleet under the flag of Chile: unbound. (b) Other forms of commercial presence for the supply of international shipping services (defined below): none, except Special vessels owned by foreign individuals or legal entities domiciled in Chile may, under certain conditions, be registered in the country. For these purposes, a special ship does not include a fishing ship. The conditions required to register special ships owned by foreigners are the following: domiciled in Chile, with their main place of business in the country, or that they exercise a profession or industry permanently in Chile. The maritime authority may, for reasons of national security, impose special rules restricting their operations on these vessels. Foreign ships B. Internal Waterways Transport 10 "Other forms of commercial presence for the supply of international maritime transport services" means that suppliers of international maritime transport services of the other Party may perform at the local level all the activities necessary to supply their clients with a partial or partial transport service. fully integrated, one of whose essential elements is maritime transport (however, this commitment will not be interpreted in a way that limits in any way the commitments assumed in the framework of cross-border provision). These activities include those listed below: (a) the marketing and sale of maritime transport services and related services through direct contact with customers, from quotation to billing; such services are those performed or offered by the service provider itself or by providers with whom the service seller has established permanent business agreements; (b) the acquisition, on its own account or on behalf of its clients (and the resale to them) of all transport services and related services —including inland transport services of any modality, especially by inland waterways, rail and road—necessary for the provision of integrated services; (a)

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Freight Transportation (CPC 7221) Passengers Transportation (CPC 7222) Rental/Leasing of vessels including crew Maintenance and repair of vessels Pushing and towing services (CPC 72240) Support services related to maritime transport (CPC 745) Other Loading and unloading services (CPC 7419) Other complementary and supplementary transport services (74590) and the majority of the rights in the community must belong to Chilean individuals or legal entities. For these purposes, a common legal person in the domain of a ship must comply with all the aforementioned requirements. To fly the national flag, it is required that the captain of the ship, the officers and the crew of the ship be Chilean nationals. However, the General Directorate of the Maritime Territory and the Merchant Marine, by well-founded resolution and in a transitory manner, may authorize the hiring of foreign personnel when this is essential, except for the captain, who will always be a Chilean national. To act as a multimodal operator in Chile, it will be necessary to be a Chilean natural or legal person. Cabotage is reserved for Chilean vessels. This shall be understood as maritime, river or lake transportation of passengers and cargo between points in the national territory and between these and naval artifacts installed in the territorial sea or in the exclusive economic zone. Foreign merchant ships may participate in cabotage in the case of cargo volumes greater than 900 tons, prior public bidding carried out by the user, summoned with due anticipation. In the case of cargo volumes equal to or less than 900 tons and there is no availability of ships under the Chilean flag, the Maritime Authority will authorize the loading of said cargo on foreign merchant ships. The cabotage reserve for Chilean ships will not be applicable in the case of cargo that comes from or is destined for the ports of the province of Arica. (4) Unbound, except as indicated in the horizontal section. must use pilotage, anchorage and port pilotage services when the maritime authorities require it. Only Chilean-flagged tugboats may be used for towing or other manoeuvres in Chilean ports. To be a captain, it is necessary to be a Chilean national and possess the title of such conferred by the corresponding authority. To be an officer of national ships, it is required to be a Chilean national and to be registered in the Registry of Officers. To be a crew member of national ships, it is necessary to be a Chilean national, have a registration or permit granted by the Maritime Authority and be registered in the respective Registry. The professional titles and licenses granted in a foreign country will be valid to exercise as an officer in national ships when the General Director of the Maritime Territory and the Merchant Marine so decides by reasoned resolution. The ship's skipper must be a Chilean national. The ship's skipper is the natural person who, in possession of the title of such granted by the General Director of the Maritime Territory and the Merchant Marine, is authorized to command smaller ships and certain larger special ships. Only Chilean nationals or foreigners domiciled in the country may work as fishing skippers, mechanics-motorists, motorists, fishermen, fishermen, employees or technical workers of industries or maritime commerce and as crew members of industrial crews H. Services auxiliary to internal waterway transport: Loading & Unloading Services (CPC 741) (c) the preparation of transport documents, customs documents, or any other document relating to the origin and nature of the transported goods; (d) the transmission of business information by any means, including computerized services and electronic data exchanges (without prejudice to the provisions of this Agreement); (e) the establishment of commercial measures of any kind (including participation in the capital of a company) and the appointment of locally hired personnel (or, in the case of foreign personnel, subject to the horizontal commitment regarding the movement of workers) with other shipping companies established in the place; (f) the organization, on behalf of the companies, of the call of the ship or the assumption of cargoes if necessary. (a)

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments and general ship services. factory or fishing when requested by the shipowners because they are essential for the initial organization of the tasks. Ship agents or representatives of ship operators, owners or captains, whether natural or legal persons, must be Chilean nationals. Loading and unloading agents or wharfage companies, who totally or partially carry out the transfer of the cargo between the ship and the port facilities or the means of land transport and vice versa, will also comply with this requirement. All those who unload, tranship and, in general, make use of continental or insular Chilean ports, especially for fish catches or fish catches processed on board, must also be Chilean legal or natural persons. (4) Unbound, except as indicated in the horizontal section. E. Road Transport Services a. Passenger transportation (CPC 7121+7122) b. Freight transportation (CPC 7123) c. Rental of commercial vehicles with operator (CPC 7124) d. Maintenance and repair of road transport equipment (CPC 6112+8867) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments e. Supporting

services for road transport services (CPC 744) Air Transport Services (CPC 734) (1) None (2) None (3) National or foreign companies may provide commercial air transport services, provided that they camply with technical and insurance requirements. The Dirección General de Aeronáutica Civil (Directorate- General for Civil Aviation) is responsible for checking fulfilment of technical requirements and the Junta Aeronáutica Civil (Civil Aviation Board) for checking fulfilment of insurance requirements. Only a natural or legal Chilean person may register an aircraft in Chile. A legal person must be constituted in Chile with principal domicile and real and effective headquarters in Chile, and its chairman, manager and/or the majority of the directors or administrators must be Chilean nationals. In addition, a majority of its ownership must be held by Chilean natural or legal persons, who in turn must comply with the aforementioned requirements. However, the aviation authority may authorize the registration of aircrafts belonging to foreign natural or legal (1) None (2) None (3) Private aircraft may not remain in Chile beyond the period determined by the regulations without the authorization of the Dirección General de Aeronáutica Civil (Directorate-General for Civil Aviation). Private aircraft registered abroad engaged in towing gilders and providing parachute services may not remain in Chile more than 30 days the date of entry into Chile without authorization of the Dirección General de Aeronáutica Civil (Directorate-General of Civil Aviation). (4) Unbound, except as is indicated in the Horizontal Commitments.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments persons provided that they are in permanent employment or engaged in professional or commercial activity in Chile. The same authorization may be granted with respect to foreign aircraft operated in any capacity by Chilean air transport companies. Foreign civil aircraft engaged in non- scheduled commercial air transport services activities intending to enter Chilean territory, including territorial waters, to overfly Chile or to make stop-overs in Chile for non-commercial purposes must inform the Dirección General de Aeronáutica Civil (Directorate-General of Civil Aviation) at least 24 hours in advance to obtain authorization. In no case may such aircraft board or unboard passangers, freight or mail in Chilean territory without prior authorization from the Junta Aeronáutica Civil (Civil Aviation Board). Foreign aviation staff shall be allowed to work in that capacity in Chile provided that the licence or authorization granted abroad is recognized as valid in Chile by the civil aviation authority. In the absence of an international agreement that regulates such recognition, it shall be granted under conditions of reciprocity and provided that proof is given that the licences and authorizations were issued or validated by

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments the competent authority in the State where the aircraft is registered, that they are valid and that the requirements for their extension or validation are equal to or superior to those established in Chile for similar cases. In order to work as crewmembers on aircrafts operated by a Chilean aviation company, foreign aviation company, foreign aviation staff must first obtain a Chilean license with relevant permits enabling them to discharge their duties. (4) Unbound, except as indicated in the horizontal section. a. Sales and marketing of air transport services (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Computer reservation system (CRS) services (part of CPC 7523) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments Maintenance and repair of aircraft (CPC 8868) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Ground handling services (1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) Unbound* (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Specialty Air Services (1) None (2) None (3) Unbound (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) Unbound (4) Unbound, except as indicated in the horizontal section. Airport Operation (1) Unbound* (2) None (3) Unbound (1) Unbound* (2) None (3) None

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (4) Unbound, except as indicated in the horizontal section. (4) Unbound, except as indicated in the horizontal section. Pipeline Transport

a. Transportation of fuels (CPC 7131) (1), (2), (3) None, except that the service has to be supplied by legal persons established under Chilean law and the supply of the service may be subject to a concession on a national treatment basis. (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. b. Transportation of other goods (CPC 7139) (1), (2), (3) None, except that the service has to be supplied by legal persons established under Chilean law and the supply of the service may be subject to a concession on a national treatment basis. (4) Unbound, except as indicated in the horizontal section (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. Services Auxiliary to All Modes of Transport a. Cargo handling services (CPC 748) (CPC 749) (CPC 741) (1) None (2) None (3) None (1) (2) (3) None, except that only nationals may act as customs agents or brokers. (4) Unbound, except as indicated in the horizontal section.

Modes of supply: (1) Cross-border supply (2) Consumption abroad

(3) Commercial presence (4) Presence of natural persons

Sector or subsector Limitations on market access Limitations on national treatment Additional commitments (4) Unbound, except as indicated in the horizontal section. b. Storage and warehouse services (CPC 742) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. c. Freight transport agency services (CPC 748) (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section. (1) None (2) None (3) None (4) Unbound, except as indicated in the horizontal section.

ANNEX 8B. SCHEDULE OF SPECIFIC COMMITMENTS UNITED ARAB EMIRATES

Introductory Notes:

1. This document sets out the UAE's Schedule of Specific Commitments under Chapter 8 (Trade in Services). This introductory note should be regarded as forming an integral part of the UAE's Schedule.

2. The Schedule has been prepared based on the Services Sectoral Classification List in document MTN.GNS/W/120. References to CPC codes refer to the CPC codes as used in the Provisional Central Product Classification (Statistical Papers Series M No. 77, Department of International Economic and Social Affairs, Statistical Office of the United Nations, New York, 1991) and are meant to define the scope of the commitments, unless otherwise stated. Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments

I. HORIZONTAL COMMITMENTS ALL SECTORS AND SUB- SECTORS OF SERVICES

Modes of 1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Supply: Persons Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments INCLUDED IN THIS SCHEDULE1 3) Commercial presence will be through either: (i) a representative office or a branch with no limitations on the participation of foreign capital (foreign ownership of 100% is granted); or (ii) an incorporation as a company with maximum foreign equity as set out in the specific sectors below, which shall take any of the legal forms as allowed under UAE law. For some specific sectors and sub-sectors, commercial presence may be conditioned on benefits in 3) Acquisition of land and real estate is not permitted to foreigners or to companies in which foreign nationals have a shareholding. However, foreign companies authorized to carry on their activities in UAE may own land and real estate only to the extent necessary to conduct their activities as allowed and in accordance with laws and regulations governing ownership of real estate at the Federal and Emirate levels. (i) Government subsidized services may only be extended to UAE nationals. (ii) Foreign nationals or companies with foreign share holdings may be required to pay direct - The work right for the spouses of intra- corporate transferees is granted according to the UAE labour laws. - Transparency: all disciplines concerning labour, residency and work permits laws are publicly available. 1 The UAE will not offer any commitments in energy and energy related services. This offer does not include any commitment under these services.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments the form of technology transfer, Research & Development programmes, technical assistance, and educational and training of local human resources. (iii) Free zones: 100% foreign ownership is permitted in Free Zones as set out in the specific sub-sectors below. 4) Unbound, except for except for measures concerning the entry or temporary stay of natural persons in the following categories. A. Business Visitors A natural person who stays in the UAE, without acquiring remuneration from within the UAE and without engaging in making direct sales to the taxes on income derived from work or operations in the UAE, whereas local services suppliers or local UAE companies may not be required to pay similar taxes keeping in view the provisions of Article XIV, Paragraph (d) of GATS. 4) Unbound, except for measures concerning the categories of natural

persons referred to in the market access column

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments general public or supplying services, for the purposes of participating in business meetings, business contacts including negotiations for the sale of services and/or other similar activities including those to prepare for establishing a commercial presence in the UAE: Entry and stay for persons in this category shall not be for more than 90 days in any 12-month period. B. Intra-corporate Transferees Intra-corporate transferees: managers, executives and specialists (as defined below) who have been in the employment of a juridical person of another Party outside the UAE, for a period of not less than one year prior to the date of

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments application for entry into the UAE and are being transferred to a branch or affiliate in the UAE of the aforesaid juridical person. Entry will be subject to the following conditions: (i) The number of managers, executives and specialists shall be limited to 50% of the total number of managers, executives and specialists of each service supplier. (ii) Their entry shall be for a period of three years subject to renewable for additional years. (iii) Their stay in the UAE will be subject to UAE labour and immigration laws. Definitions: Managers: persons within an organization who

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments primarily direct the organization or a department or sub-division of the organization, supervise and control the work of other supervisory, professional or managerial employees, have the authority to hire or fire or recommend hiring, firing, or other personnel action (such as promotion or leave authorization), and exercise discretionary authority over day to day operation, doesn't include first-line supervisor unless the employees supervised are professional, nor does include employees who primarily perform tasks necessary for the provision of the service. Executives: Persons within an organization, who primarily direct the management of the organization, establish the goals and policies of the

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments organization, exercise wide latitude in decision- making, and receive only general supervision or direction from higher-level executives, the board of directors or stockholders of the business. Executives would not directly perform tasks related to the actual provision of service or services of the organization. Specialists: persons within an organization who possess knowledge at an advanced level of expertise and who possess proprietary knowledge of the organization's services, research, equipment, techniques or management. II. SECTOR SPECIFIC COMMITMENTS

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments 1. BUSINESS SERVICES A. Professional Services a. Legal Services (CPC 861) Consultancy on the law of jurisdiction where the services supplier is qualified as a lawyer and on international law (Part of CPC 861) 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section. 1) None. 2) None. 3) Non-UAE lawyers cannot plead in UAE courts, or act before official bodies, or perform notarial functions. 4) Unbound except as indicated in the horizontal section. b. Accounting, auditing and book- keeping services (CPC 8621 & 8622) 1) None. 2) None. 3) Foreign equity is limited to 75%. After 10 years from the entry into force of the Agreement foreign equity will be allowed up to 100%. 4) Unbound except as indicated in the horizontal 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments section. c.

Taxation Services (CPC 8630) Only the following sub- sectors: - Business tax planningand consulting (CPC 86301) - Business tax preparation and review services (CPC 86302) 1) None. 2) None. 3) Foreign equity is limited to 75%. 4) Unbound except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments d. Architectural Services (CPC 8671) e. Engineering Services (CPC 8672) f. Integrated Engineering Services (CPC 8673) g. Urban planning and landscape architectural services (CPC 8674) 1) None. 2) None. 3) Foreign equity is limited to 75%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section. h. Medical and dental services (CPC 9312) 1) None. 2) None. 3) Foreign equity is limited to 70%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments i. Veterinary services (CPC 93201) 1) None. 2) None. 3) Foreign equity is limited to 75%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound except as indicated in the horizontal section. B. Computer and Related Services a. Consultancy services related to the installation of computer hardware (CPC 841) b. Software implementation services (CPC 842) c. Data processing services (CPC 843) d. Data base services (CPC 844) e. Maintenance and repair services of office machinery and equipment including computers (CPC 845) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments f. Other computer services (CPC 849 C. Research and Development Services a. R&D services on natural sciences (CPC 851) b. R&D services on social sciences and humanities (CPC 852) c. Interdisciplinary R&D services (CPC 853) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. E. Rental and Leasing Services without Operators (excluding rental and leasing services relating to cars) a. Relating to ships (CPC 83103) b. Relating to other transport equipment (CPC 83101 + 83102 + 83105) c. Relating to other machinery and equipment (CPC 83106 – 1) None. 2) None. 3) Foreign equity is limited to 70%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments 83109) F. Other Business Services a. Advertising services (CPC 871) 1) None. 2) None. 3) Foreign equity is limited to 70%. 4) Unbound, except as indicated in the horizontal section 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the in the horizontal section b. Market research and public opinion polling services (CPC 864) 1) None. 2) None. 3) Foreign equity is limited to 75%. After 10 years from the entry into force of the Agreement, foreign equity will be allowed up to 100%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments c. Management consulting services (CPC 8650) d. Services related to Management Consulting (CPC 8660) e. Technical testing and analysis services (CPC 8676) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. i. Services incidental to manufacturing (CPC 884+885, except for 88442) 1) Unbound. 2) None. 3) Foreign equity is limited to 75%. After 2 years from the entry into force of the Agreement, foreign equity will be allowed up to 100%. 4) Unbound, except as indicated in the horizontal section. 1) Unbound. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. m. Related to scientific and technical consulting services (CPC 8675) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None.

2) None. 3) None. 4) Unbound, except as indicated in the horizontal

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments section. n. Maintenance and repair of equipment (not including maritime vessels, aircraft or other transport equipment) (CPC 633+ 8861- 8866) 1) None. 2) None. 3) Foreign equity is limited to 75%. After 5 years from the entry into force of the Agreement foreign equity will be allowed up to 100%. 4) Unbound, except as indicated in the horizontal section. 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments o. Building-Cleaning Services (CPC 874) 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated under horizontal section. 1) Unbound. 2) None. 3) Unbound. 4) Unbound, except as indicated under horizontal section. p. Photographic Services (CPC 8750) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) Unbound. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments q. Packaging Services (CPC 8760) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of 1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Supply: Persons Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments r. Printing and publishing services (CPC 88442) 1) None. 2) None. 3) Foreign equity is limited up to 70%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. s. Convention services (CPC 87909)? 1) None. 2) None. 3) Foreign equity is limited to 70%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. ? The (*) indicates that the service specified is a component of a more aggregated CPC item specified elsewhere in this classification list.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments t. Other (CPC 8790) 1) None. 2) None. 3) Foreign equity is limited to 75%. For CPC 87905, None. 4) Unbound. 1) None. 2) None. 3) None. Unbound. 2. COMMUNICATION SERVICES A. Postal Services (CPC 7511) Only handling of documents, letter posts, and parcels 1) None. 2) None. 3) Foreign equity is limited to 49%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. B. Courier Services (CPC 7512) 1) None. 2) None. 3) Foreign equity is limited to 49%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. C. Telecommunication Services: HORIZONTAL COMMITMENTS: ï The commitments taken are based on the scheduling principles provided by the following WTO documents: “Notes for scheduling Basic

Modes of 1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Supply: Persons Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments Telecom Services Commitments” (S/GBT/W/2/Rev.1) and “Market Access Limitations on Spectrum Availability” (S/GBT/W/3). ï This Schedule on basic telecommunication does not include any broadcasting services according to the UAE telecommunication and the TDRA regulatory framework on different issues including but not limited to the spectrum license2 3) Any network installed in UAE must be operated by a company registered in UAE, the foreign equity of which shall be limited to 49%. a. Voice telephone services (CPC 7521) b. Packet-switched data transmission services (CPC 7523**) c. Circuit-switched data transmission services (CPC 7523**) d. Telex services (CPC 7523**) e. Telegraph services (CPC 7522**) f. Facsimile services (CPC 7521** + 7529**) g. Private leased circuit services 1) Only companies with commercial presence may provide telecom services. the regulatory framework in the UAE and in the territory of Chile. 2) Residents are allowed to purchase telecom services in the territory of Chile according to the regulatory framework in the UAE and in the territory of Chile. 3) Duopoly. The TDRA will 1) None, except as indicated in the market access column. 2) None, except as indicated in the market access column. 3) None.

4) Unbound, except as 2 Broadcasting services" is defined as a radio communication service in which the transmissions are intended for direct reception by the general public, including sound transmissions, television transmissions or other types of transmissions. In the Telecommunications Law of the UAE, broadcasting is not part of basic telecommunication services.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments (CPC 7522** + 7523**) h. Electronic mail (CPC 7523**) consider the feasibility of suppliers additional to the duopoly. The commercial presence is required and subject to 49% foreign equity limitation. 4) Unbound, except as indicated in the horizontal section. indicated in the horizontal section. i. Voice mail (CPC 7523**) j. On-line information and database retrieval (CPC 7523**) k. Electronic data interchange (EDI)(CPC 7523) l. Enhanced/value-added facsimile services, incl. store and forward, store and retrieve (CPC 7523**) m. Code and protocol conversion (n.a.) 3. CONSTRUCTION AND RELATED ENGINEERING SERVICES A. General Construction Work for Buildings (CPC 512) 1) Unbound. 1) Unbound. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 2) None. B. General construction work for civil engineering (CPC 513) C. Installation and assembly work (CPC 514+516) D. Building completion and finishing work (CPC 517) 3) (i) Foreign equity is limited to 49%. After two years from the entry into force of the Agreement, foreign equity is allowed up to

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments E. Other Pre-erection work at construction sites (CPC 511) Special trade construction work (CPC 515) Renting services related to equipment for construction or demolition of buildings or civil engineering works, with operator (CPC 518) 51% and after seven years, 70%. (ii) Large scale infrastructure projects such as airports, highways and sports facilities and projects that exceed 450 million US dollars, foreign equity is allowed up to 75%. After five years from the entry into force of the Agreement, participation of foreign capital for such high scale projects will be allowed up to 100%. For further clarity, foreign companies established pursuant to this paragraph (ii) will not be allowed to participate in any project that is below 450 million US dollars. 4) Unbound, except as indicated in the horizontal section. 4. DISTRIBUTION SERVICES

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments Distribution Services do not include unmanufactured tobacco, tobacco, tobacco products, alcoholic beverages, pharmaceutical and medical goods, and any goods covered by an agency contract registered with the UAE Ministry of Economy in accordance with Law No. 3 of 2022 on commercial agencies and its successor legislation B. Wholesale Trade Services (CPC 622) 1) Unbound. 2) Unbound. 3) Foreign equity is limited to 49%. After 3 years, foreign equity is allowed up to 75%. 4) Unbound, except as indicated in the horizontal section. 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated in the horizontal section. C. Retailing Services ï Food Retailing Services (CPC 631) ï Non-food Retailing Services (CPC 632) ï Sales of motor vehicles (CPC 6111) ï Sales of parts and accessories of motor vehicles (CPC 6113) ï Sales of motorcycles and snowmobiles and relatedparts and accessories (CPC 6121) 1) Unbound. 2) Unbound. 3) Foreign equity is limited to 49%. After 3 years, foreign equity is allowed up to 75%. 4) Unbound, except as indicated in the horizontal section. 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments D. Franchising (CPC 8929) 1) Unbound. 2) Unbound. 3) Foreign equity is limited to 49%. After 3 years, foreign equity is allowed up to 75%. 4) Unbound, except as indicated in the horizontal section. 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated in the horizontal section. 5. EDUCATIONAL SERVICES B. Secondary Education Services (CPC 922) C. Higher Education Services (CPC 923) D. Adult Education (CPC 924) E. Other Education Services: Excluding public education 1) None. 2) None. 3) (i) Foreign equity is allowed up to 100%. (ii) Natural persons of Chile may be required to obtain authorization from competent authorities to establish and direct an education institution and to teach; this may also be subject to the condition of suitability of school facilities and ensuring high quality level of education. 4) Unbound, except as indicated in the 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments horizontal section. 6. ENVIRONMENTAL SERVICES A. Sewage services (CPC 9401) B. Refuse disposal services (CPC 9402) C. Sanitation and similar services (CPC 9403) 1) None. 2) None. 3) Participation of foreign equity is limited to 70%. After 7 years from the entry into force of the Agreement, up to 100% foreign equity will be allowed. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section D. Other ï Cleaning services for exhaust gases (CPC 94040) 1) None. 2) None. 3) Participation of foreign equity is limited to 70%. After 7 years from the entry into force of the Agreement, up to 100% foreign equity will be allowed. 4) Unbound, except as 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments indicated in the horizontal section. ï Treatment, remediation of contaminated/polluted soil and water (part of CPC 94060) 1) Unbound. 2) Unbound. 3) Foreign equity is limited to 70%. After 7 years from the entry into force of the Agreement, up to 100% foreign equity will be allowed. 4) Unbound, except as indicated in the horizontal section 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as indicated in the horizontal section.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments ï Noise abatement services (CPC 9405) ï Nature and landscape protection services (CPC 9406) ï Other environmental protection services (CPC 9409 1) None. 2) None. 3) Foreign equity is limited to 70%. After 7 years from the entry into force of the Agreement, up to 100% foreign equity will be allowed. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 8. HEALTH AND RELATED SOCIAL SERVICES (other than those listed under 1.A.h- i.) A. Hospital Services (CPC 9311) 1) None. 2) None. 3) - 100% is allowed for foreign equity, subject to the authorization by the competent authorities, which would be based on the economic need tests taking into consideration the number of hospital, 1) None. 2) None. 3) None.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments medical and health centres in a givenregion. - Participation of foreign equity is allowed up to 100% in Dubai Health Care City. An economic needs test will not be required. 4) Unbound, except as indicated in the horizontal section. 4) Unbound, except as indicated in the horizontal section. B. Other Human Health Services (CPC 9319, except CPC 93191) 1) None. 2) None. 3) 100% is allowed for foreign equity, subject to the authorization by the competent authorities, which would be based on the economic need tests taking into consideration the number of hospital, medical and health centres in a givenregion. Participation of foreign equityis allowed up to 100% in Dubai Health Care City. An economic needs test 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments will not berequired. 4) Unbound, except as indicated in the horizontal section. horizontal section. 9. TOURISM AND TRAVEL RELATED SERVICES A. Hotels and restaurants (including catering) (CPC 64110, 64120 & 642, 643) 1) None. 2) None. 3) - Hotels: foreign equity is limited to 49%. For hotel management, foreign equity is limited to 70%. - Restaurants: foreign equity is limited to 70%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. B. Travel agencies and tour operators services (CPC 7471) Excluding Umra and Hajj services and related services (i.e. Islamic pilgrimages services and related services) 1) None. 2) None. 3) Unbound. 4) Unbound. 1) None. 2) None. 3) Unbound. 4) Unbound.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments C. Tourist guides services (CPC 74720) Excluding Umra and Hajj services and related services (i.e. Islamic pilgrimages services and related services) 1) None. 2) None. 3) Foreign equity is limited to 49%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 10. RECREATIONAL CULTURAL AND SPORTING SERVICES (other than audiovisual services) A. Entertainment Services (including theatre, live bands and circus services) (CPC 9619) Only for theatre, live bands and circus services 1) None. 2) None. 3) Foreign equity is limited to 75%. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. B. News Agency Services (CPC 962 - Only in Dubai Media City) 1) Unbound. 2) Unbound. 3) None. 4) Unbound. 1) Unbound. 2) Unbound. 3) Unbound. 4) Unbound. D. Sporting and Other Recreational Services (Only CPC 96491- only parks 1) Unbound. 2) Unbound. 3) Foreign equity is limited to 75%. 1) Unbound. 2) Unbound. 3) None. 4) Unbound, except as

Modes of Supply: 1)

Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments and public gardens services) 4) Unbound, except as indicated in the horizontal section. indicated in the horizontal section. 11. TRANSPORT SERVICES A. Maritime Transport Services International Transport freight and passengers (CPC 7211 and 7212, less cabotage transport services) Including the following: ï Maintenance and repair of vessels 1) None. 2) None. 3) - Freight: Foreign equity is limited to 49%. - Passengers: Foreign equity is limited to 70%. - Maintenance and repair of vessels: None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. The following services at the port are made available to international maritime transport suppliers on non- discriminatory terms and conditions: ï Pilotage ï Towing and tug assistance ï Provisioning, fueling and watering ï Garbagecollecting and ballast waste disposal ï Port Capitan’s services ï Navigation aid services ï Shore based operational services essential to ship operations

Modes of 1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Supply: Persons Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments Maritime Auxiliary Services: ï Maritime cargo handling services3 ï Storage and warehousing services (CPC742) ï Container station and depot services4 ï Maritime agency services5 1) None. 2) None. 3) Foreign equity is 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal including communications, water and electrical supplies ï Emergency repair facilities ï Anchorage, berth and berthing services 3 “maritime cargo handling services” means activities exercised by stevedore companies, including terminal operators, but not including the direct activities of dockers, when this workforce is organised independently of the stevedoring or terminal operator companies. The activities covered include the organisation and supervision of: the loading/discharging of cargo to/from a ship; the lashing/unlashing of cargo; the reception/delivery and safekeeping of cargos before shipment or after discharge. 4 “Container station and depot services, means activities consisting in storing containers, weather in port areas or inland, with a view to their stuffing/stripping, repairing and making them available for shipments.” 5 “Maritime agency services”, means activities consisting in representing, within a given geographic area, as an agent the business interests of one or more shipping lines or shipping companies, for the following purposes: (a) marketing and sales of maritime transport and related services, from quotation to invoicing, and issuance of bills of lading on behalf of the companies, acquisition resale of the necessary related services, preparation of documentation, and provision of business information; (b) acting on behalf of the companies organizing the call of the ship or taking over cargoes when required. (a)

Modes of 1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Supply: Persons Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments ï Maritime freight forwarding services6 limited to 49%.7 4) Unbound, except as indicated in the horizontal section. section. C. Air Transport Services d. Maintenance and repair of aircraft and parts thereof 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. Computer Reservation Systems 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. E. Rail Transport Services a. Passenger transportation (CPC 7111) 1) None. 2) None. 3) None. 4) Unbound, except as indicated in the horizontal section. 1. None. 2. None. 3. None. 4. Unbound, except as indicated in the horizontal section. 6 “Freight forwarding services” means the activity consisting of organizing and monitoring shipment operations on behalf of shippers, through the acquisition of transport and related services, preparation of documentation and provision of business information.” 7 Operations and functions maybe subject to specific services obligations set out by operators with concession from public authorities.

Modes of Supply:

1) Cross-border supply 2) Consumption abroad 3) Commercial Presence 4) Presence of Natural Persons

Sector or Subsector Limitations on Market Access Limitations on National Treatment Additional comments b. Freight transportation (CPC 7112) c. Pushing and towing services (CPC 7130) d. Maintenance and repair of rail transport equipment (CPC 8868) e. Supporting services for rail transport services (CPC 743)

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For the purposes of this Chapter:

algorithm means a defined sequence of steps taken to solve a problem or obtain a result;

computing facilities means computer servers and storage devices for processing or storing information for commercial use;

covered enterprise means an enterprise of a Party that is owned or controlled, directly or indirectly, by a person of either Party; covered person means a covered enterprise or a natural person of either Party;

digital product means a computer programme, text, video, image, sound recording or other product that is digitally encoded, produced for commercial sale or distribution, and that can be transmitted electronically; (1) (2)

(1) For greater certainty, "digital product" does not include a digitised representation of a financial instrument, including money.

(2) The definition of "digital product" should not be understood to reflect a Party's view on whether trade in digital products through electronic transmission should be categorised as trade in services or trade in goods.

electronic authentication means the process or act of verifying the identity of a party to an electronic communication or transaction or ensuring the integrity of an electronic communication;

electronic invoicing means the automated creation, exchange and processing of request for payments between suppliers and buyers using a structured digital format;

electronic payments means a payer's transfer of a monetary claim acceptable to a payee made through electronic means;

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

electronic version of a document means a document in an electronic format prescribed by a Party;

government information means non-proprietary information, including data, held by the central level of government;

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

personal information means any information, including data, about an identified or identifiable natural person;

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

unsolicited commercial electronic message means an electronic message which is sent for commercial or marketing purposes to an electronic address, without the consent of the recipient or despite the explicit rejection of the recipient, through an Internet access service supplier or, to the extent provided for under the laws and regulations of each Party, other telecommunications service.

Article 9.2. Objectives

1. The Parties recognise the economic growth and opportunity that digital trade provides, the importance of avoiding barriers to its use and development, the importance of frameworks that promote consumer confidence in digital trade, and the applicability of the WTO Agreement to measures affecting digital trade.

2. To that end, the objectives of this Chapter are to:

(a) support the growth of new areas of economic activity between the Parties, including digital cooperation;

(b) expand the scope of cooperation between the Parties on matters concerning the digital economy;

(c) promote emerging technologies to deepen the Parties' economic relationship, and

(d) facilitate greater business-to-business and research links between the Parties.

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

Article 9.3. Scope

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

2. This Chapter shall not apply to:

(a) government procurement, or

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

3. Measures affecting the supply of a service delivered or performed electronically are subject to the obligations contained in the relevant provisions of Chapter 8 (Trade in Services).

Article 9.4. Paperless Trading

1. Each Party shall endeavour to make publicly available, which may include through a process prescribed by that Party, electronic versions of all existing publicly available trade administration documents. (3)

2. Each Party shall endeavour to make available electronic versions of trade administration documents referred to in paragraph 1 in English or any of the other official languages of the WTO, and shall endeavour to provide such electronic versions in a machine readable format.

3. Each Party shall accept electronic versions of trade administration documents as the legal equivalent of paper documents, except where:

(a) there is a domestic or international legal requirement to the contrary, or

(b) doing so would reduce the effectiveness of the trade administration process.

4. Noting the obligations in the WTO Agreement on Trade Facilitation, each Party shall establish or maintain a single window, enabling traders to submit documentation or data requirements for importation, exportation, or transit of goods through a single-entry point to the participating authorities or agencies.

5. The Parties shall endeavour to establish or maintain a seamless, trusted, high- availability (4) and secure interconnection of each Party's single window to facilitate the exchange of data relating to trade administration documents, which may include:

(a) sanitary and phytosanitary certificates;

(b) import and export data, and

(c) any other documents, as jointly determined by the Parties. (5)

6. The Parties recognise the importance of facilitating, where relevant in each jurisdiction, the exchange of electronic records used in commercial trading activities between the Parties' businesses.

7. The Parties shall endeavour to develop data exchange systems to support the exchange of:

(a) data relating to trade administration documents referred to in paragraph 5 between the competent authorities of each Party, (6) and

(b) electronic records used in commercial trading activities between the Parties' businesses, where relevant in each jurisdiction.

8. The Parties recognise that the data exchange systems referred to in paragraph 7 should be compatible and interoperable

with each other. To this end, the Parties recognise the role of internationally recognised and, if available, open standards in the development and governance of the data exchange systems.

9. The Parties shall cooperate and collaborate on new initiatives which promote and advance the use and adoption of the data exchange systems referred to in paragraph 7, including, but not limited to, through:

(a) sharing of information and experiences, including the exchange of best practices, in the area of development and governance of the data exchange systems, and

(b) collaboration on pilot projects in the development and governance of data exchange systems.

10. The Parties shall cooperate bilaterally and in international forums to enhance acceptance of electronic versions of trade administration documents and electronic records used in commercial trading activities between businesses. 11. In developing other initiatives which provide for the use of paperless trading, each Party shall endeavour to take into account the methods agreed by international organisations.

(3) For greater certainty, electronic version of trade administration documents includes trade administration documents provided in a machine-readable format.

(4) High availability refers to the ability of a single window to continuously operate. It does not prescribe a specific standard of availability.

(5) The Parties shall provide public access to the list of documents referred to in subparagraph (c) and make this information available online.

(6) The Parties recognise that the data exchange systems referred to in paragraph 7 may refer to the single window referred to in paragraph 5.

Article 9.5. Electronic Invoicing

1. The Parties recognise the importance of electronic invoicing, which increases the efficiency, accuracy and reliability of commercial transactions. Each Party also recognises the benefits of ensuring that the systems used for electronic invoicing within their jurisdictions are interoperable with the systems used for electronic invoicing in the other Party's jurisdiction.

2. Each Party shall endeavour to ensure that the implementation of measures related to electronic invoicing in its jurisdiction is designed to support cross-border interoperability. For that purpose, each Party shall endeavour to base its measures relating to electronic invoicing on international standards, guidelines or recommendations, where they exist.

3. The Parties recognise the economic importance of promoting the global adoption of interoperable electronic invoicing systems. To this end, the Parties shall share best practices and collaborate on promoting the adoption of interoperable systems for e-invoicing.

4. The Parties agree to cooperate and collaborate on initiatives which promote, encourage, support or facilitate the adoption of e-invoicing by businesses. To this end, the Parties shall endeavour to:

(a) promote the existence of underlying infrastructure to support e-invoicing, and

(b) generate awareness of and build capacity for e-invoicing.

Article 9.6. Digital Authentication and Digital Signatures

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

2. Neither Party shall adopt or maintain measures for electronic authentication that would:

(a) prohibit parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction, or

(b) prevent parties to an electronic transaction from having the opportunity to establish before judicial or administrative authorities that their transaction complies with any legal requirements with respect to authentication.

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

4. The Parties shall encourage the use of interoperable electronic authentication. To this end, the Parties may establish homologation mechanisms and criteria regarding electronic authentication, observing international standards. For this purpose, the Parties may consider the recognition of electronic signature certificates issued by certification service providers operating in their territories in accordance with the procedure determined by their laws and regulations, in order to safeguard security and integrity standards.

Article 9.7. Customs Duties

1. Neither Party shall impose customs duties on digital or electronic transmissions, including content transmitted electronically, between a person of a Party and a person of the other Party.

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

Article 9.8. Non-Discriminatory Treatment of Digital Products

1. Neither Party shall accord less favourable treatment to a digital product created, produced, published, contracted for, commissioned or first made available on commercial terms in the territory of the other Party, or to a digital product of which the author, performer, producer, developer or owner is a person of the other Party, than it accords to other like digital products. (7)

2. Paragraph 1 is without prejudice to the rights and obligations of the Parties concerning intellectual property under any international agreement to which they are parties or under Chapter 11 (Intellectual Property).

3. This Article shall not apply to subsidies or grants provided by a Party, including government-supported loans, guarantees and insurance.

4. This Article shall not apply to broadcasting.

(7) For greater certainty, to the extent that a digital product of a non-Party is a “like digital product”, it will qualify as an “other like digital product” for the purposes of this paragraph.

Article 9.9. Online Consumer Protection

1. The Parties recognise the importance of adopting and maintaining transparent and effective measures to protect consumers from fraudulent and deceptive commercial activities, unfair contract terms, and unconscionable conduct, when they engage in electronic commerce.

2. For the purposes of this Article, fraudulent and deceptive commercial activities refer to those commercial practices that can cause actual harm to consumers or pose a potential threat if such harm is not prevented. For example:

(a) making a misrepresentation of material fact, including an implied factual misrepresentation, that may cause significant detriment to the economic interests of a misled consumer;

(b) intentionally failing to deliver products or provide services to a consumer after the consumer is charged, or

(c) charging or debiting a consumer’s financial, digital or other accounts without authorisation.

3. Each Party shall adopt or maintain consumer protection laws to proscribe fraudulent and deceptive commercial activities that cause harm or potential harm to consumers engaged in online commercial activities.

4. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border electronic commerce in order to enhance consumer welfare. To this end, the Parties shall promote, as appropriate and subject to the laws and regulations of each Party, cooperation on matters of mutual interest, including exchanges of best practices regarding vulnerable consumers and mechanisms of enforcement of their consumer protection laws, with respect to online commercial activities.

5. The Parties recognise the benefits of mechanisms, including alternative dispute resolution, to facilitate the resolution of claims over electronic commerce transactions.

Article 9.10. Unsolicited Commercial Electronic Messages

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

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

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

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

2. Each Party shall provide recourse against a supplier of unsolicited commercial electronic messages that does not comply with a measure adopted or maintained in accordance with paragraph 1.

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

Article 9.11. Information and Communication Technology Products That Use Cryptography

1. For the purposes of this Article:

cryptographic algorithm or cipher means a mathematical procedure or formula for combining a key with plaintext to create a ciphertext;

cryptography means the principles, means or methods for the transformation of data in order to hide its information content, prevent its undetected modification or prevent its unauthorised use; and is limited to the transformation of information using one or more secret parameters, for example, crypto variables, or associated key management;

encryption means the conversion of data (plaintext) into a form that cannot be easily understood without subsequent re-conversion (ciphertext) through the use of a cryptographic algorithm, and

key means a parameter used in conjunction with a cryptographic algorithm that determines its operation in such a way that an entity with knowledge of the key can reproduce or reverse the operation, while an entity without knowledge of the key cannot.

2. This Article shall apply to information and communication technology products that use cryptography.(8)

3. With respect to a product that uses cryptography and is designed for commercial applications, neither Party shall impose or maintain a technical regulation or conformity assessment procedure that requires a manufacturer or supplier of the product, as a condition of the manufacture, sale, distribution, import or use of the product, to:

(a) transfer or provide access to a particular technology, production process or other information, for example, a private key or other secret parameter, algorithm specification or other design detail, that is proprietary to the manufacturer or supplier and relates to the cryptography in the product, to the Party or a person in the Party's territory;

(b) partner with a person in its territory, or

(c) use or integrate a particular cryptographic algorithm or cipher, other than where the manufacture, sale, distribution, import or use of the product is by or for the government of the Party.

4. Paragraph 3 shall not apply to:

(a) requirements that a Party adopts or maintains relating to access to networks that are owned or controlled by the government of that Party, including critical infrastructure and central banks, or

(b) measures taken by a Party pursuant to supervisory, investigatory or examination authority relating to financial institutions or markets.

5. For greater certainty, this Article shall not be construed to prevent a Party's law enforcement and regulatory authorities

from requiring service suppliers using encryption they control to provide, in accordance with that Party's legal procedures, unencrypted communications.

(8) For greater certainty, for the purposes of this Article, a "product" is a good, digital product or a service and does not include a financial instrument.

Article 9.12. Principles on Access to and Use of the Internet for Electronic Commerce

Subject to their laws and regulations, and policies, the Parties recognise the benefits of consumers in their territories having the ability to:

(a) access and use services and applications of a consumer's choice available on the Internet, subject to reasonable network management; (9)

(b) connect the end-user devices of a consumer's choice to the Internet, provided that such devices do not harm the network, and

(c) access information on the network management practices of a consumer's Internet access service supplier.

(9) The Parties recognise that an Internet access service supplier that offers its subscribers certain content on an exclusive basis would not be acting contrary to this principle.

Article 9.13. Personal Data Protection

1. Each Party recognises that the protection of personal data and privacy is a fundamental right and that high standards in this regard contribute to trust in the digital economy and to the development of trade.

2. Each Party shall adopt or maintain a legal framework that provides for the protection of the personal data of the users of electronic commerce. In the development of its legal framework for the protection of personal data, each Party should take into account principles and guidelines of relevant international bodies.(10)

3. The Parties recognise that the principles underpinning a robust personal data protection framework should include:

(a) collection limitation;

(b) data quality;

(c) purpose specification;

(d) use limitation;

(e) security safeguards;

(f) transparency;

(g) individual participation, and

(h) accountability.

4. Each Party shall endeavour to adopt non-discriminatory practices in protecting users of electronic commerce from personal data protection violations occurring within its jurisdiction.

5. Each Party shall endeavour to publish information on the personal data protections it provides to users of electronic commerce, including how:

(a) individuals can pursue remedies, and

(b) business can comply with any legal requirements.

6. Recognising that the Parties may take different legal approaches to protecting personal data, each Party should encourage the development of mechanisms to promote compatibility between these different regimes. These mechanisms may include the recognition of regulatory outcomes, whether accorded autonomously or by mutual arrangement, or broader international frameworks. To this end, the Parties shall endeavour to exchange information on any such

mechanisms applied in their jurisdictions and explore ways to extend these or other suitable arrangements to promote compatibility between them.

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

Article 9.14. Cross-Border Transfer of Information by Electronic Means

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means, provided the requirements are not arbitrary or a disguised restriction on trade, and are proportionate.

2. Neither Party shall prohibit or restrict the cross-border transfer of information by electronic means, including personal information, if this activity is for the conduct of business of a covered person.

3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 to achieve a legitimate public policy objective, provided that the measure:

(a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade, and

(b) does not impose restrictions on transfers of information greater than are required to achieve the objective.

Article 9.15. Location of Computing Facilities

1. The Parties recognise that each Party may have its own regulatory requirements regarding the use of computing facilities, including requirements that seek to ensure the security and confidentiality of communications.

2. Neither Party shall require a covered person to use or locate computing facilities in that Party's territory as a condition for conducting business in that territory.

3. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 2 to achieve a legitimate public policy objective, provided that the measure:

(a) is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade, and

(b) does not impose restrictions on the use or location of computing facilities greater than are required to achieve the objective.

Article 9.16. Open Government Data

1. The Parties recognise that facilitating public access to and use of government information contributes to stimulating economic and social benefit, competitiveness, productivity improvements, and innovation.

2. To the extent that a Party chooses to make government information available to the public, it shall endeavour to ensure that: (a) the information is appropriately anonymised, contains descriptive metadata, and is in a machine readable and open format that allows it to be searched, retrieved, used, reused, and redistributed, and (b) to the extent practicable, the information is made available in a spatially enabled format with reliable, easy to use, and freely available APIs and is regularly updated.

3. The Parties shall endeavour to cooperate to identify ways in which each Party can expand access to and use of government information that the Party has made public, with a view to enhancing and generating business and research opportunities.

Article 9.17. Source Code

1. Neither Party shall require the transfer of, or access to, source code of software owned by a person of another Party, as a condition for the import, distribution, sale or use of such software, or of products containing such software, in its territory.

2. For the purposes of this Article, software subject to paragraph 1 does not include software used for critical infrastructure.

3. Nothing in this Article shall preclude:

(a) the inclusion or implementation of terms and conditions related to the provision of source code in commercially negotiated contracts, or

(b) a Party from requiring the modification of source code of software necessary for that software to comply with laws or regulations which are not inconsistent with this Agreement.

4. This Article shall not be construed to affect requirements that relate to patent applications or granted patents, including any orders made by a judicial authority in relation to patent disputes, subject to safeguards against unauthorised disclosure under the law or practice of a Party.

Article 9.18. Artificial Intelligence

1. The Parties recognise that the use and adoption of Artificial Intelligence ("AI") technologies are becoming increasingly important to digital trade, offering significant social and economic benefits to natural persons and enterprises.

2. The Parties also recognise the importance of developing ethical governance frameworks for the trusted, safe, and responsible use of AI technologies that will help realise the benefits of AI. In view of the cross-border nature of digital trade, the Parties further acknowledge the benefits of ensuring that such frameworks are internationally aligned as far as possible.

3. To this end, the Parties shall endeavour to:

(a) collaborate on and promote the development and adoption of ethical governance frameworks that support the trusted, safe, and responsible use of AI technologies ("AI Governance Frameworks"), through relevant regional and international fora;

(b) take into consideration internationally recognised principles or guidelines when developing such AI Governance Frameworks, and

(c) cooperate through promoting dialogue and sharing experiences on regulations, policies and initiatives relating to the use and adoption of AI technologies.

Article 9.19. Cybersecurity Cooperation

1. The Parties have a shared vision to promote secure digital trade to achieve global prosperity and recognise that cybersecurity underpins the digital economy.

3. The Parties further recognise the importance of:

(a) building the capabilities of their national entities responsible for computer security incident response;

(b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties, and

(c) workforce development in the area of cybersecurity, including possible initiatives relating to mutual recognition of qualifications, diversity, and equality.

3. The Parties shall endeavour to cooperate to advance collaborative solutions to global issues affecting online safety and security.

Article 9.20. Domestic Electronic Transactions Framework

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

2. Each Party shall endeavour to avoid any unnecessary regulatory burden on electronic transactions, and facilitate input by interested persons in the development of its legal framework for electronic transactions, including in relation to trade documentation.

Article 9.21. Electronic Payments

1. Recognising the rapid growth of digital and electronic payments, the Parties shall endeavour to support the development

of efficient, safe, and secure cross-border electronic payments by:

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

(b) promoting interoperability and the interlinking of payment infrastructures, and

(c) encouraging useful innovation and competition in the payment ecosystem/industry.

2. To this end, and in accordance with their respective laws and regulations, each Party recognises the following principles:

(a) the Parties shall endeavour to make their respective regulations on electronic payments, including those pertaining to regulatory approval, licensing requirements, procedures and technical standards, publicly available in a timely manner;

(b) the Parties shall endeavour to take into account, for relevant payment systems, internationally accepted payment standards to enable greater interoperability between payment systems;

(c) the Parties shall endeavour to enable cross-border authentication and electronic know-your-customer of individuals and businesses using digital identities, and

(d) the Parties recognise the importance of upholding safety, efficiency, trust, and security in electronic payment systems through regulation. The implementation of regulation should, where appropriate, be proportionate to and commensurate with the risks posed by the provision of electronic payment systems. (a)

Article 9.22. Digital Identities

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

(a) developing appropriate frameworks and common standards to foster technical interoperability between each Party's implementation of digital identities;

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

(c) supporting the development of international frameworks on digital identity regimes, and

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

Article 9.23. Cooperation

1. Recognising the importance of digital trade to their collective economies, the Parties shall endeavour to maintain a framework that addresses threats to cybersecurity that undermine confidence in digital trade. Accordingly, the Parties recognise the importance of:

(a) building the capabilities of their government agencies responsible for computer security incident response;

(b) using existing collaboration mechanisms to cooperate to identify and mitigate malicious intrusions or dissemination of malicious code that affect the electronic networks of the Parties, and

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

2. The areas of cooperation can include, among others:

(a) competition in digital economy;

(b) data innovation, and

(c) small and medium enterprises and startups.

Chapter 10. GOVERNMENT PROCUREMENT

Article 10.1. Definition

For the purposes of this Chapter:

in writing or written means any worded or numbered expression that can be read, reproduced and may be later communicated, and may include electronically transmitted and stored information;

limited tendering means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;

multi-use list means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

notice of intended procurement means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;

offset means any condition or undertaking that requires the use of domestic content, a domestic supplier, the licensing of technology, technology transfer, investment, counter- trade or similar action to encourage local development or to improve a Party's balance of payments accounts;

open tendering means a procurement method whereby all interested suppliers may submit a tender; procuring entity means an entity listed in Annex 10;

publish means to disseminate information through paper or electronic means that is distributed widely and is readily accessible to the general public;

qualified supplier means a supplier that a procuring entity recognises as having satisfied the conditions for participation;

selective tendering means a procurement method whereby the procuring entity invites only qualified suppliers to submit a tender; services includes construction services, unless otherwise specified;

supplier means a person or group of persons that provides or could provide a good or service to a procuring entity, and

technical specification means a tendering requirement that:

(a) sets out the characteristics of:

(i) goods to be procured, including quality, performance, safety, and dimensions, or the processes and methods for their production, or

(ii) services to be procured, or the processes or methods for their provision, including any applicable administrative provisions, or

(b) addresses terminology, symbols, packaging, marking, or labelling requirements, as they apply to a good or service.

Article 10.2. Objectives

The Parties recognise the importance of government procurement in trade relations and set as the objective of this Chapter the effective, reciprocal and gradual opening of their government procurement markets, in order to maximize, inter alia, competitive opportunities for the suppliers of the Parties.

Article 10.3. Scope

Application of Chapter

1. This Chapter shall apply to any measure regarding covered procurement.

2. For the purposes of this Chapter, covered procurement means government procurement:

(a) of a good, service or any combination thereof as specified in each Party's Schedule set out in Annex 10;

(b) by any contractual means, including: purchase; rental or lease, with or without an option to buy;

(c) for which the value, as estimated in accordance with paragraphs 8 and 9, equals or exceeds the relevant threshold specified in a Party's Schedule set out in Annex 10, at the time of publication of a notice of intended procurement;

(d) by a procuring entity, and

(e) that is not otherwise excluded from coverage under this Agreement.

Activities Not Covered

3. Unless otherwise provided in a Party's Schedule set out in Annex 10, this Chapter shall not apply to:

(a) the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;$

(b) non-contractual agreements or any form of assistance that a Party, including its procuring entities, provides, including cooperative agreements, grants, loans, equity infusions, guarantees, subsidies, fiscal incentives and sponsorship arrangements;

(c) the procurement or acquisition of: fiscal agency or depository services; liquidation and management services for regulated financial institutions; or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;

(d) public employment contracts;

(e) procurement:

(i) conducted for the specific purpose of providing international assistance, including development aid;

(ii) funded by an international organisation or foreign or international grants, loans or other assistance to which procurement procedures or conditions of the international organisation or donor apply. If the procedures or conditions of the international organisation or donor do not restrict the participation of suppliers then the procurement shall be subject to Article 10.5.1, or

(iii) conducted under the particular procedure or condition of an international agreement relating to the stationing of troops or relating to the joint implementation by the signatory countries of a project, and

(f) procurement of a good or service outside the territory of the Party of the procuring entity, for consumption outside the territory of that Party.

Schedules

4. Each Party shall specify the following information in its Schedule set out in Annex 10:

(a) in Section A, the central government entities for which procurement is covered by this Chapter;

(b) in Section B, other entities for which procurement is covered by this Chapter;

(c) in Section C, the goods covered by this Chapter;

(d) in Section D, the services, other than construction services, covered by this Chapter;

(e) in Section E, any General Notes and Derogations;

(f) in Section F, the applicable Threshold Adjustment Formula;

(g) in Section G, the publication of information required under Article 10.6.2, and

(h) in Section H, the relevant time periods.

Compliance

5. Each Party shall ensure that its procuring entities comply with this Chapter in conducting covered procurements.

6. No procuring entity shall prepare or design a procurement, or otherwise structure or divide a procurement into separate procurements in any stage of the procurement, or use a particular method to estimate the value of a procurement, in order to avoid the obligations of this Chapter.

7. Nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from developing new procurement policies, procedures or contractual means, provided that they are not inconsistent with this Chapter.

Valuation

8. In estimating the value of a procurement for the purposes of ascertaining whether it is a covered procurement, a procuring entity shall include the estimated maximum total value of the procurement over its entire duration, taking into account:

(a) all forms of remuneration, including any premium, fee, commission, interest or other revenue stream that may be provided for under the contract;

(b) the value of any option clause, and

(c) any contract awarded at the same time or over a given period to one or more suppliers under the same procurement.

9. If the total estimated maximum value of a procurement over its entire duration is not known, the procurement shall be deemed a covered procurement, unless otherwise excluded under this Agreement.

Article 10.4. Exceptions

1. Subject to the requirement that the measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail, or a disguised restriction on international trade between the Parties, nothing in this Chapter shall be construed to prevent a Party, including its procuring entities, from adopting or maintaining a measure:

(a) necessary to protect public morals, order or safety;

(b) necessary to protect human, animal or plant life or health;

(c) necessary to protect intellectual property, or

(d) relating to the good or service of a person with disabilities, of philanthropic or not-for-profit institutions, or of prison labour.

2. The Parties understand that subparagraph 1(b) includes environmental measures necessary to protect human, animal or plant life or health.

Article 10.5. General Principles

National Treatment and Non-Discrimination

1. With respect to any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the other Party and to the suppliers of the other Party, treatment no less favourable than the treatment that the Party, including its procuring entities, accords to domestic goods, services, and suppliers.

2. With respect to a measure regarding covered procurement, no Party, including its procuring entities, shall:

(a) treat a locally established supplier less favourably than another locally established supplier on the basis of degree of foreign affiliation to, or ownership by, a person of the other Party, or

(b) discriminate against a locally established supplier on the basis that the good or service offered by that supplier for a particular procurement is a good or service of the other Party.

3. All orders under contracts awarded for covered procurement shall be subject to paragraphs 1 and 2.

Procurement Methods

4. A procuring entity shall use an open tendering procedure for covered procurement unless Article 10.9 or Article 10.10 applies.

Rules of Origin

5. For the purposes of covered procurement, a Party shall not apply rules of origin to goods or services imported from or supplied from the other Party that are different from the rules of origin the Party applies at the same time in the normal course of trade to imports or supplies of the same goods or services from the other Party.

Offsets

6. With regard to covered procurement, no Party, including its procuring entities, shall seek, take account of, impose or enforce any offset, at any stage of a procurement, except as otherwise provided in Annex 10. Measures Not Specific to Procurement

7. Paragraphs 1 and 2 shall not apply to customs duties and charges of any kind imposed on or in connection with importation, the method of levying such duties and charges, other import regulations or formalities, and measures affecting trade in services other than measures governing covered procurement.

Use of Electronic Means

8. The Parties shall seek to provide opportunities for covered procurement to be undertaken through electronic means, including for the publication of procurement information, notices and tender documentation, and for the receipt of tenders, and in general for the entire cycle of procurement until payment.

9. When conducting covered procurement by electronic means, a procuring entity shall:

(a) ensure that the procurement is conducted using financial systems, information technology systems, and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available financial systems, information technology systems, and software, and

(b) establish and maintain mechanisms that ensure the integrity of information provided by suppliers, including requests for participation and tenders.

Article 10.6. Publication of Procurement Information

1. Each Party shall promptly publish any measure of general application relating to covered procurement, and any change or addition to this information.

2. Each Party shall list in Section G of its Schedule set out in Annex 10 the paper or electronic means through which the Party publishes the information described in paragraph 1 and the notices required by Article 10.7 and Article 10.9.3.

3. Each Party shall, on request, provide an explanation in response to an inquiry relating to the information referred to in paragraph 1.

Article 10.7. Notices of Intended Procurement

1. For each covered procurement, except in the circumstances described in Article 10.10, a procuring entity shall publish a notice of intended procurement through the appropriate paper or electronic means listed in Annex 10. The notices shall remain readily accessible to the public until at least the expiration of the time period for responding to the notice or the deadline for submission of the tender.

2. The notices shall, if accessible by electronic means, be provided free of charge:

(a) for central government entities that are covered under Annex 10, to extent possible through a single point of access, and

(b) for other entities covered under Annex 10, to extent possible through links in a single electronic portal.

3. Unless otherwise provided in this Chapter, each notice of intended procurement shall include the following information, unless that information is provided in the tender documentation that is made available free of charge to all interested suppliers at the same time as the notice of intended procurement:

(a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and the cost and terms of payment to obtain the relevant documents, if any;

(b) a description of the procurement, including, if appropriate, the nature and quantity of the goods or services to be procured and a description of any options, or the estimated quantity if the quantity is not known;

(c) if applicable, the time-frame for delivery of goods or services or the duration of the contract;

(d) if applicable, the address and any final date for the submission of requests for participation in the procurement;

(e) the address and the final date for the submission of tenders;

(f) the language or languages in which tenders or requests for participation may be submitted, if other than an official

language of the Party of the procuring entity;

(g) a list and a brief description of any conditions for participation of suppliers, that may include any related requirements for specific documents or certifications that suppliers must provide;

(h) if, pursuant to Article 10.9, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and, if applicable, any limitation on the number of suppliers that will be permitted to tender, and

(i) an indication that the procurement is covered by this Chapter, unless that indication is publicly available through information published pursuant to Article 10.6.2.

4. For greater certainty, paragraph 3 does not preclude a Party from charging a fee for tender documentation if the notice of intended procurement includes all of the information set out in paragraph 3.

Notice of Planned Procurement

5. Procuring entities are encouraged to publish as early as possible in each fiscal year a notice regarding their future procurement plans (notice of planned procurement), which should include the subject matter of the procurement and the planned date of publication of the notice of intended procurement.

Article 10.8. Conditions for Preparation

1. A procuring entity shall limit any conditions for participation in a covered procurement to those conditions that ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to fulfil the requirements of that procurement.

2. In establishing the conditions for participation, a procuring entity:

(a) shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded one or more contracts by a procuring entity of a given Party or that the supplier has prior work experience in the territory of that Party, and

(b) may require relevant prior experience if essential to meet the requirements of the procurement.

3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall:

(a) evaluate the financial capacity, the commercial and technical abilities, the regulatory compliance practices, and the corporate social responsibility practices of a supplier on the basis of that supplier's business activities both inside and outside the territory of the Party of the procuring entity (1), and

(1) For greater certainty, it is the responsibility of the supplier to provide accurate information, and the procuring entity may reasonably rely on information provided to it by the supplier.

(b) base its evaluation solely on the conditions that the procuring entity has specified in advance in notices or tender documentation.

4. If there is supporting evidence, a Party, including its procuring entities, may exclude a supplier on grounds such as:

(a) bankruptcy or insolvency;

(b) false declarations;

(c) significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts;

(d) final judgments in respect of serious crimes or other serious offences;

(e) professional misconduct or actions or omissions pursuant to the laws of that Party, that adversely reflect on the commercial integrity of the supplier, or

(f) failure to pay taxes.

Article 10.9. Qualification of Suppliers

Registration Systems and Qualification Procedures

1. A Party, including its procuring entities, may maintain a supplier registration system under which interested suppliers are required to register and provide certain information and documentation.

2. No Party, including its procuring entities, shall:

(a) adopt or apply any registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of the other Party in its procurement, or

(b) use such registration system or qualification procedure to prevent or delay the inclusion of suppliers of the other Party on a list of suppliers or prevent those suppliers from being considered for a particular procurement.

Selective Tendering

3. If a procuring entity intends to use selective tendering, the procuring entity shall:

(a) publish a notice of intended procurement that invites qualified suppliers to submit a request for participation in a covered procurement, and

(b) include in the notice of intended procurement the information specified in Article 10.7.3(a), (b), (d), (g), (h), and (i).

4. The procuring entity shall:

(a) publish the notice sufficiently in advance of the procurement to allow interested suppliers to request participation in the procurement;

(b) provide, by the commencement of the time period for tendering, at least the information in Article 10.7.3 (c), (e), and (f) to the qualified suppliers , and

(c) allow all qualified suppliers to submit a tender, unless the procuring entity stated in the notice of intended procurement a limitation on the number of suppliers that will be permitted to tender and the criteria or justification for selecting the limited number of suppliers.

5. If the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph 3, the procuring entity shall ensure that the tender documentation is made available at the same time to all the qualified suppliers selected in accordance with paragraph 4(c).

Multi-Use Lists

6. A Party, including its procuring entities, may establish or maintain a multi-use list provided that it publishes annually, or otherwise makes continuously available by electronic means, a notice inviting interested suppliers to apply for inclusion on the list. The notice shall include:

(a) a description of the goods and services, or categories thereof, for which the list may be used;

(b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity or other government agency will use to verify a supplier's satisfaction of those conditions;

(c) the name and address of the procuring entity or other government agency and other information necessary to contact the procuring entity and to obtain all relevant documents relating to the list;

(d) the period of validity of the list and the means for its renewal or termination or, if the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list;

(e) the deadline for submission of applications for inclusion on the list, if applicable, and

(f) an indication that the list may be used for procurement covered by this Chapter, unless that indication is publicly available through information published pursuant to Article 10.6.2.

7. A Party, including its procuring entities, that establishes or maintains a multi-use list, shall include on the list, within a reasonable period of time, all suppliers that satisfy the conditions for participation set out in the notice referred to in paragraph 6.

8. If a supplier that is not included on a multi-use list submits a request for participation in a procurement based on the multi-use list and submits all required documents, within the time period referred to in Article 10.14.2, a procuring entity

shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement unless the procuring entity is not able to complete the examination of the request within the time period allowed for the submission of tenders.

Information on Procuring Entity Decisions

9. A procuring entity or other entity of a Party shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi- use list of the decision with respect to the request or application.

10. If a procuring entity or other entity of a Party rejects a supplier's request for participation or application for inclusion on a multi-use list, ceases to recognize a supplier as qualified, or removes a supplier from a multi-use list, the entity shall promptly inform the supplier and on request of the supplier, promptly provide the supplier with a written explanation of the reason for its decision.

Article 10.10. Limited Tendering

1. Subject to paragraph 2 and provided that it does not use this provision for the purpose of avoiding competition between suppliers, to protect domestic suppliers, or in a manner that discriminates against suppliers of the other Party, a procuring entity may use limited tendering.

2. If a procuring entity uses limited tendering, it may choose, according to the nature of the procurement, not to apply Article 10.7, Article 10.8, Article 10.9, Article 10.11, Article 10.12, Article 10.13, Article 10.14, or Article 10.15. A procuring entity may use limited tendering only under the following circumstances:

(a) if, in response to a prior notice, invitation to participate, or invitation to tender:

(i) no tenders were submitted or no suppliers requested participation;

(ii) no tenders were submitted that conform to the essential requirements in the tender documentation;

(iii) no suppliers satisfied the conditions for participation, or

(iv) the tenders submitted were collusive, provided that the procuring entity does not substantially modify the essential requirements set out in the notices or tender documentation;

(b) if the good or service can be supplied only by a particular supplier and no reasonable alternative or substitute good or service exists for any of the following reasons:

(i) the requirement is for a work of art;

(ii) the protection of patents, copyrights, or other exclusive rights, or

(iii) due to an absence of competition for technical reasons;

(c) for additional deliveries by the original supplier or its authorised agents, of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services:

(i) cannot be made for technical reasons such as requirements of interchangeability or interoperability with existing equipment, software, services, or installations procured under the initial procurement, or due to conditions under original supplier warranties, and

(ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;

(d) for a good purchased on a commodity market or exchange;

(e) if a procuring entity procures a prototype or a first good or service that is intended for limited trial or that is developed at its request in the course of, and for, a particular contract for research, experiment, study, or original development. Original development of a prototype or a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the prototype or the first good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production or supply to establish commercial viability or to recover research and development costs. Subsequent procurements of these newly developed goods or services, however, shall be subject to this Chapter;

(f) if additional services that were not included in the initial contract but that were within the objectives of the original tender documentation have, due to unforeseeable circumstances, become necessary to complete the construction services

described therein. However, the total value of contracts awarded for additional services may not exceed 50 per cent of the value of the initial contract;

(g) for purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals, liquidation, bankruptcy, or receivership, but not for routine purchases from regular suppliers;

(h) if a contract is awarded to the winner of a design contest, provided that:

(i) the contest has been organised in a manner that is consistent with this Chapter, and

(ii) the contest is judged by an independent jury with a view to award a design contract to the winner, or

(i) in so far as is strictly necessary if, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the good or service could not be obtained in time by means of open or selective tendering.

3. For each contract awarded in accordance with paragraph 2, a procuring entity shall prepare a report in writing, or maintain a record, that includes the name of the procuring entity, the value and kind of good or service procured, and a statement that indicates the circumstances and conditions described in paragraph 2 that justified the use of limited tendering.

Article 10.11. Negotiations

1. A Party may provide for its procuring entities to conduct negotiations in the context of covered procurement if:

(a) the negotiations are conducted by an objective and transparent procedure, ensuring the fair competition between suppliers;

(b) the procuring entity has indicated its intent to conduct negotiations in the notice of intended procurement required under Article 10.7;

(c) it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation;

(d) there is a need to clarify the terms and conditions, or (e) all bids exceed the allocated prices provided for in the procuring entity's budget.

2. A procuring entity shall:

(a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation, and

(b) when negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revised tenders.

Article 10.12. Technical Specifications

1. A procuring entity shall not prepare, adopt, or apply any technical specification or prescribe any conformity assessment procedure with the purpose or effect of creating an unnecessary obstacle to trade between the Parties.

2. In prescribing the technical specifications for the good or service being procured, a procuring entity shall, if appropriate:

(a) set out the technical specifications in terms of performance and functional requirements, rather than design or descriptive characteristics, and

(b) base the technical specifications on international standards, if these exist; otherwise, on national technical regulations, recognised national standards or building codes.

3. A procuring entity shall not prescribe technical specifications that require or refer to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer, or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirements and provided that, in these cases, the procuring entity includes words such as "or equivalent" in the tender documentation.

4. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

5. For greater certainty, a procuring entity may conduct market research in developing specifications for a particular procurement.

6. For greater certainty, this Article is not intended to preclude a procuring entity from preparing, adopting, or applying technical specifications to promote the conservation of natural resources or the protection of the environment.

7. For greater certainty, this Chapter is not intended to preclude a Party, or its procuring entities, from preparing, adopting, or applying technical specifications required to protect sensitive government information, including specifications that may affect or limit the storage, hosting, or processing of such information outside the territory of the Party.

Article 10.13. Tender Documentation

1. A procuring entity shall promptly make available or provide on request to any interested supplier tender documentation that includes all information necessary to permit the supplier to prepare and submit a responsive tender. Unless already provided in the notice of intended procurement, that tender documentation shall include a complete description of:

(a) the procurement, including the nature, scope and, if known, the quantity of the good or service to be procured or, if the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity certification, plans, drawings, or instructional materials;

(b) any conditions for participation, including any financial guarantees, information, and documents that suppliers are required to submit;

(c) all criteria to be considered in the awarding of the contract and the relative importance of those criteria;

(d) if there will be a public opening of tenders, the date, time, and place for the opening;

(e) any other terms or conditions relevant to the evaluation of tenders, and

(f) any date for delivery of a good or supply of a service.

2. To the extent possible, a procuring entity should make relevant tender documentation publicly available through electronic means or a computer-based telecommunications network openly accessible to all suppliers.

3. In establishing any date for the delivery of a good or the supply of a service being procured, a procuring entity shall take into account factors such as the complexity of the procurement.

4. A procuring entity shall promptly reply to any reasonable request for relevant information by an interested or participating supplier, provided that the information does not give that supplier an advantage over other suppliers.

Modifications

5. If a procuring entity may modify, pursuant to the laws of each Party, the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amend or reissue a notice or tender documentation, it shall transmit in writing all such modifications or amended or re-issued notice or tender documentation:

(a) to all suppliers that are participating in the procurement at the time of the modification, amendment, or re-issuance, if those suppliers are known to the procuring entity, and in all other cases, in the same manner as the original information was made available, and

(b) in adequate time to allow those suppliers to modify and re-submit their initial tender, if appropriate.

Article 10.14. Time Periods

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for a supplier to prepare and submit a request for participation and a responsive tender, taking into account factors such as:

(a) the nature and complexity of the procurement;

(b) the extent of subcontracting anticipated, and

(c) whether tenders can be received by electronic means.

2. The time periods for procurement in each Party shall be in accordance with Section G of each Party's Schedule set out in Annex 10.

Article 10.15. Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.

2. If the tender of a supplier is received after the time specified for receiving tenders, the procuring entity shall not penalize that supplier if the delay is due solely to the mishandling on the part of the procuring entity.

3. If a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.

Awarding of Contracts

4. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notice and tender documentation and be submitted by a supplier who satisfies the conditions for participation.

5. Unless a procuring entity determines that it is not in the public interest to award a contract, it shall award the contract to the supplier that the procuring entity has determined to be fully capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notice and tender documentation, submits:

(a) the most advantageous tender, or

(b) if price is the sole criterion, the lowest price.

6. In a manner consistent with the provisions of this Chapter, a procuring entity may require a supplier to comply with general terms and conditions of the tender documentation in accordance with the terms of the contract.

7. If a procuring entity received a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.

8. A procuring entity shall not use options, cancel a covered procurement, or modify or terminate awarded contracts in order to avoid the obligations of this Chapter.

Article 10.16. Transparency and Post-Award Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform suppliers that have submitted a tender of the contract award decision. The procuring entity may do so in writing or through the prompt publication of the notice in paragraph 3, provided that the notice includes the date of award. If a supplier has requested the information in writing, the procuring entity shall provide it in writing.

2. Subject to Article 10.17, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select the unsuccessful supplier's tender or an explanation of the relative advantages of the successful supplier's tender.

Maintenance of Records

3. A procuring entity shall maintain the documentation, records and reports relating to tendering procedures and contract awards for covered procurement, including the records and reports provided for in Article 10.10.3, for at least three years after the award of a contract.

Article 10.17. Disclosure of Information

Provision of Information to Parties

1. On request of the other Party, a Party shall provide promptly information sufficient to demonstrate whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including, if applicable, information on

the characteristics and relative advantages of the successful tender, without disclosing confidential information. The Party that receives the information shall not disclose it to any supplier, except after consulting with, and obtaining the agreement of, the Party that provided the information.

Non-Disclosure of Information

2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not, except to the extent required by law or with the written authorisation of the supplier that provided the information, disclose information that would prejudice legitimate commercial interests of a particular supplier or that might prejudice fair competition between suppliers.

3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities, and review bodies, to disclose confidential information if that disclosure:

(a) would impede law enforcement;

(b) might prejudice fair competition between suppliers;

(c) would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property, or

(d) would otherwise be contrary to the public interest.

Article 10.18. Ensuring Integrity In Procurement Process

Each Party shall ensure that criminal or administrative measures exist to address corruption in its government procurement. These measures may include procedures to render ineligible for participation in the Party's procurements, either indefinitely or for a stated period of time, suppliers that the Party has determined to have engaged in fraudulent or other illegal actions in relation to government procurement in the Party's territory. Each Party shall also ensure that it has in place policies and procedures to eliminate to the extent possible or manage any potential conflict of interest on the part of those engaged in or having influence over a procurement.

Article 10.19. Domestic Review

1. Each Party shall maintain, establish, or designate at least one impartial administrative or judicial authority (review authority) that is independent of its procuring entities to review, in a non-discriminatory, timely, transparent, and effective manner, a challenge or complaint (complaint) by a supplier that there has been:

(a) a breach of this Chapter, or

(b) if the supplier does not have a right to directly challenge a breach of this Chapter under the law of a Party, a failure of a procuring entity to comply with the Party's measures implementing this Chapter,

arising in the context of a covered procurement, in which the supplier has, or had, an interest. The procedural rules for these complaints shall be in writing and made generally available.

2. In the event of a complaint by a supplier, arising in the context of covered procurement in which the supplier has, or had, an interest, that there has been a breach or a failure as referred to in paragraph 1, the Party of the procuring entity conducting the procurement shall encourage, if appropriate, the procuring entity and the supplier to seek resolution of the complaint through consultations. The procuring entity shall accord impartial and timely consideration to the complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or to its right to seek corrective measures under the administrative or judicial review procedure. Each Party shall make information on its complaint mechanisms generally available.

3. If a body other than the review authority initially reviews a complaint, a Party shall ensure that the supplier may appeal the initial decision to the review authority that is independent of the procuring entity that is the subject of the complaint.

4. If the review authority has determined that there has been a breach or a failure as referred to in paragraph 1, a Party may limit compensation for the loss or damages suffered to either the costs reasonably incurred in the preparation of the tender or in bringing the complaint, or both.

5. Each Party shall ensure that, if the review authority is not a court, its review procedures are conducted in accordance with the following procedures:

(a) a supplier shall be allowed sufficient time to prepare and submit a complaint in writing, which in no case shall be less than 10 days from the time when the basis of the complaint became known or reasonably should have become known to the supplier;

(b) a procuring entity shall respond in writing to a supplier's complaint and provide all relevant documents to the review authority;

(c) a supplier that initiates a complaint shall be provided an opportunity to reply to the procuring entity's response before the review authority takes a decision on the complaint, and

(d) the review authority shall provide its decision on a supplier's complaint in a timely manner, in writing, with an explanation of the basis for the decision.

6. Each Party shall adopt or maintain procedures that provide for:

(a) prompt interim measures, pending the resolution of a complaint, to preserve the supplier's opportunity to participate in the procurement and to ensure that the procuring entities of the Party comply with its measures implementing this Chapter, and

(b) corrective action that may include compensation under paragraph 4.

The procedures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether those measures should be applied. Just cause for not acting shall be provided in writing.

Article 10.20. Modifications and Rectification of Schedules

1. A Party shall notify any proposed modification or rectification (modification) to its Schedule set out in Annex 10 by delivering a notice in writing to the other Party. A Party shall provide compensatory adjustments for a change in coverage if necessary to maintain a level of coverage comparable to the coverage that existed prior to the modification. The Party may include the offer of compensatory adjustment in its notice.

2. A Party is not required to provide compensatory adjustments to the other Party if the proposed modification concerns one of the following:

(a) a procuring entity over which the Party has effectively eliminated its control or influence in respect of covered procurement by that procuring entity, or

(b) rectifications of a purely formal nature and minor modifications to its Schedule set out in Annex 10, such as:

(i) changes in the name of a procuring entity;

(ii) the merger of one or more procuring entities listed in its Schedule;

(iii) the separation of a procuring entity listed in its Schedule into two or more procuring entities that are all added to the procuring entities listed in the same Section of the Annex, or

(iv) changes in website references,

and the other Party does not object under paragraph 3 on the basis that the proposed modification does not concern subparagraph (a) or (b).

3. If a Party considers that its rights under this Chapter are affected by a proposed modification that is notified under paragraph 1, it shall notify the other Party of any objection to the proposed modification within 45 days of the date of delivery of the notice.

4. If a Party objects to a proposed modification, including a modification regarding a procuring entity on the basis that government control or influence over the entity's covered procurement has been effectively eliminated, that Party may request additional information, including information on the nature of any government control or influence, with a view to clarifying and reaching agreement on the proposed modification, including the procuring entity's continued coverage under this Chapter. The modifying Party and the objecting Party shall make every attempt to resolve the objection through consultations.

5. The Joint Committee shall modify Annex 10 to reflect any agreed modification.

Article 10.21. Facilitation of Participation by SMEs

1. The Parties recognise the important contribution that SMEs can make to economic growth and employment and the importance of facilitating the participation of SMEs in government procurement.

2. If a Party maintains a measure that provides preferential treatment for SMEs, the Party shall ensure that the measure, including the criteria for eligibility, is transparent.

3. To facilitate participation by SMEs in covered procurement, each Party shall, to the extent possible and if appropriate:

(a) provide comprehensive procurement-related information that includes a definition of SMEs in a single electronic portal;

(b) endeavour to make all tender documentation available free of charge;

(c) conduct procurement by electronic means or through other new information and communication technologies, and

(d) consider the size, design, and structure of the procurement, including the use of subcontracting by SMEs.

Article 10.22. Language

In order to improve market access to each Party's procurement market, each Party shall, to extent practicable, make available in English the publications required under Article 10.6, including the publications listed in Section G of each Party's Schedule set out in Annex 10.

Article 10.23. Review

If so agreed by the Parties, they shall review the operation of this Chapter no later than two years after the date of entry into force of this Agreement. Upon request of a Party, the Parties may enter into negotiations with a view to improving market access coverage under this Chapter.

Chapter 11. INTELLECTUAL PROPERTY

Section A. General Provisions

Article 11.1. Definition

For the purposes of this Chapter:

intellectual property refers to:

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

(b) patents and utility models;

(c) trademarks;

(d) industrial designs;

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

(f) geographical indications, and

(g) protection of undisclosed information.

Article 11.2. Objectives

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

Article 11.3. Abuse of Intellectual Property Rights

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

Article 11.4. Protection and Enforcement of Intellectual Property Rights

1. Each Party shall determine the appropriate method of enforcing this Chapter within its own legal system and practice.

2. A Party may provide, within its own legal system and practice, for a more extensive protection or enforcement of intellectual property rights than as required by this Chapter, provided that such protection or enforcement is consistent with this Chapter.

Article 11.5. International Agreements

The Parties affirm their rights and obligations under the following multilateral agreements:

(a) Patent Cooperation Treaty of 19 June 1970, as revised by the Washington Act of 2001 ("Patent Cooperation Treaty");

(b) Paris Convention of 20 March 1883 for the Protection of Industrial Property, as revised by the Stockholm Act of 1967 ("Paris Convention");

(c) Berne Convention of 9 September 1886 for the Protection of Literary and Artistic Works, as revised by the Paris Act of 1971 ("Berne Convention");

(d) Madrid Protocol of 27 June 1989 relating to the Madrid Agreement concerning the International Registration of Marks ("Madrid Protocol");

(e) WIPO Performances and Phonogram Treaty of 20 December 1996 ("WPPT");

(f) Rome Convention of 26 October 1961 for the Protection of Performers, Producers of Phonograms and Broadcasting Organisations ("Rome Convention");

(g) WIPO Copyright Treaty of 20 December 1996 ("WCT");

(h) Budapest Treaty of 28 April 1977 on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure ("Budapest Treaty");

(i) Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled, adopted on 27 June 2013, and

(j) TRIPS Agreement.

Article 11.6. Intellectual Property and Public Health

1. A Party may, in formulating or amending its laws and regulations, adopt measures necessary to protect public health and nutrition, and to promote the public interest in sectors of vital importance to their socio-economic and technological development, provided that such measures are consistent with the provisions of this Chapter.

2. The Parties recognise the principles established in the Declaration on the TRIPS Agreement and Public Health adopted on 14 November 2001 (hereinafter referred to as the "Doha Declaration") by the Ministerial Conference of the WTO and confirm that this Chapter is without prejudice to the Doha Declaration.

Article 11.7. National Treatment

1. In respect of all categories of intellectual property covered in this Chapter, each Party shall accord to nationals of the other Party treatment no less favourable than it accords to its own nationals with regard to the protection of intellectual property rights.

2. Notwithstanding paragraph 1, with respect to secondary uses of phonograms by means of analog communications and free over-the-air broadcasting, a Party may limit the rights of the performers and producers of the other Party to the rights its persons are accorded within the jurisdiction of that other Party.

3. A Party may derogate from paragraph 1 in relation to its judicial and administrative procedures, including requiring a

national of the other Party to designate an address for service of process in its territory, or to appoint an agent in its territory, provided that such derogation is:

(a) necessary to secure compliance with laws or regulations that are not inconsistent with this Chapter, and

(b) not applied in a manner that would constitute a disguised restriction on trade.

4. Paragraph 1 does not apply to procedures provided in multilateral agreements concluded under the auspices of WIPO relating to the acquisition or maintenance of intellectual property rights.

Article 11.8. Transparency

1. Each Party shall endeavour, subject to its legal system and practice, to make information concerning application and registration of trademarks, geographical indications, industrial designs, patents and plant variety rights accessible for the general public.

2. The Parties also acknowledge the importance of informational materials, such as publicly accessible databases of registered intellectual property rights that assist in the identification of a subject matter that has fallen into the public domain.

3. Each Party may make available the information referred to in this Article in the English language.

Article 11.9. Application of Chapter to Existing Subject Matter and Prior Acts

1. Unless otherwise provided, this Chapter shall apply in respect of all subject matters existing at the date of entry into force of this Agreement and that is protected on that date in the territory of a Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter without unreasonably impairing the fair interest of non-Parties.

2. Unless otherwise provided in this Chapter, a Party shall not be required to restore protection to a subject matter that, on the date of entry into force of this Agreement for that Party, has fallen into the public domain in its territory.

3. This Chapter shall not apply to acts that occurred before the date of entry into force of this Agreement.

Article 11.10. Exhaustion of Intellectual Property Rights

Nothing in this Agreement prevents a Party from determining whether or under what conditions the exhaustion of intellectual property rights applies under its legal system.

Section B. Cooperation

Article 11.11. Cooperation Activities and Initiatives

The Parties shall endeavour to cooperate on a subject matter covered by this Chapter, such as through appropriate coordination, training, and exchange of information between the respective intellectual property offices of the Parties, or other institutions, as determined by each Party. Cooperation activities and initiatives undertaken under this Chapter shall be subject to the availability of resources and on request, and on terms and conditions mutually agreed upon between the Parties. Cooperation may cover areas such as:

(a) developments in domestic and international intellectual property policy;

(b) intellectual property administration and registration systems;

(c) education and awareness relating to intellectual property;

(d) intellectual property issues relevant to:

(i) small and medium-sized enterprises;

(ii) science, technology and innovation activities;

(iii) the generation, transfer and dissemination of technology, and

(iv) empowering women and youth;

(e) policies involving the use of intellectual property for research, innovation and economic growth;

(f) implementation of multilateral intellectual property agreements, such as those concluded or administered under the auspices of WIPO;

(g) capacity-building;

(h) enforcement of intellectual property rights, and

(i) other activities and initiatives as may be determined by the Parties.

Article 11.12. Patent Cooperation

1. The Parties recognise the importance of improving the quality and efficiency of their respective patent registration systems, as well as simplifying and streamlining the procedures and processes of their respective patent offices for the benefit of all users of the patent system and the public as a whole.

2. Further to paragraph 1, the Parties shall endeavour to cooperate among their respective patent offices to facilitate the sharing and use of search and examination work. This cooperation may include:

(a) making search and examination results available to the patent office of the other Party, and

(b) exchanging information on quality assurance systems and quality standards relating to patent examination.

3. In order to reduce the complexity and cost of obtaining the grant of a patent, the Parties shall endeavour to cooperate to reduce differences in the procedures and processes of their respective patent offices.

Section C. Trademarks

Article 11.13. Types of Signs Registrable as Trademarks

A Party shall not require, as a condition of registration, that a sign be visually perceptible, or deny the registration of a trademark only on the ground that the sign of which it is composed is a sound. Additionally, each Party shall make best efforts to register scent marks. A Party may require a concise and accurate description, or graphical representation, or both, as applicable, of the trademark.

Article 11.14. Collective and Certification Marks

Each Party shall provide that trademarks include collective marks and certification marks. A Party may treat certification marks as a separate category in its law, provided that those marks are protected. Each Party shall also provide that signs that may serve as geographical indications are capable of protection under its trademark system. (1)

(1) Consistent with the definition of a geographical indication in Article 11.25, any sign or combination of signs shall be eligible for protection under one or more of the legal means for protecting geographical indications, or a combination of such means.

Article 11.15. Use of Identical or Similar Signs

Each Party shall provide that the owner of a registered trademark has the exclusive right to prevent third parties, that do not have the owner's consent, from using identical or similar signs, in the course of trade, for goods or services that are related to those goods or services in respect of which the owner's trademark is registered, where such use would result in a likelihood of confusion. In the case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be presumed.

Article 11.16. Exceptions

A Party may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that those exceptions take account of the legitimate interest of the owner of the trademark and of third parties.

Article 11.17. Well-Known Trademarks

1. A Party shall not require as a condition for determining that a trademark is well-known that the trademark has been registered in that Party or in another jurisdiction, included on a list of well-known trademarks, or given prior recognition as a well-known trademark.

2. Article 6bis of the Paris Convention shall apply, mutatis mutandis, to goods or services that are not identical or similar to those identified by a well-known trademark, (2) whether registered or not, provided that the use of that trademark in relation to those goods or services indicates a connection between those goods or services and the owner of the trademark, and provided that the interests of the owner of the trademark are likely to be damaged by such use.

(2) In determining whether a trademark is well-known in a Party, that Party shall not require that the reputation of the trademark extend beyond the sector of the public that normally deals with the relevant goods or services.

2. Each Party recognises the importance of the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks as adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO of 20 to 29 September 1999.

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark (3), for identical or similar goods or services, if the use of that trademark is likely to cause confusion with the prior well-known trademark. A Party may also provide such measures including in cases in which the subsequent trademark is likely to deceive.

(3) The Parties understand that a well-known trademark is one that was already well-known before, as determined by a Party, the application for, registration of or use of the first-mentioned trademark.

Article 11.18. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination and registration of trademarks which shall, among others:

(a) communicate to the applicant, in writing, the reasons for any refusal to register a trademark; this communication may be provided by electronic means;

(b) provide to the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register a trademark;

(c) provide an opportunity to oppose the registration of a trademark or to seek cancellation of a trademark, and

(d) require administrative decisions in opposition and cancellation proceedings to be reasoned and in writing; these decisions may be provided by electronic means.

Article 11.19. Electronic Trademarks System

Each Party shall provide:

(a) a system for the electronic application for, and maintenance of, trademarks, and

(b) a publicly available electronic information system, including an online database, of trademark applications and of registered trademarks.

Article 11.20. Classification of Goods and Services

Each Party shall adopt or maintain a trademark classification system that is consistent with the Nice Agreement Concerning the International Classification of Goods and Services for the Purposes of the Registration of Marks, done at Nice, 15 June 1957, as revised and amended (“Nice Classification”). Such system shall provide that:

(a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification; (4) and

(b) goods or services may not be considered as being similar to each other on the ground that, in any registration or publication, they are classified in the same class of the Nice Classification. Conversely, each Party shall provide that goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication, they are classified in different classes of the Nice Classification.

(4) A Party that relies on translations of the Nice Classification shall follow updated versions of the Nice Classification to the extent that official translations have been issued and published.

Article 11.21. Term of Protection for Trademarks

Each Party shall provide that initial registration and each renewal of registration of a trademark shall be for a term of no less than 10 years.

Article 11.22. Non-Recordal of a License

A Party shall not require recordal of trademark licenses:

(a) to establish the validity of the license, or

(b) as a condition for the use of a trademark by a licensee to be deemed to constitute use by the holder in a proceeding that relates to the acquisition, maintenance or enforcement of trademarks.

Article 11.23. Domain Names

1. In connection with each Party's system for the management of its country-code top-level domain ("ccTLD") domain names, the following shall be available:

(a) an appropriate procedure for the settlement of disputes, based on, or modelled along the same lines as, the principles established in the Uniform Domain-Name Dispute-Resolution Policy, as approved by the Internet Corporation for Assigned Names and Numbers ("ICANN") or that:

(i) is designed to resolve disputes expeditiously and at low cost;

(ii) is fair and equitable;

(iii) is not overly burdensome, and

(iv) does not preclude resort to judicial proceedings, and

(b) online public access to a reliable and accurate database of contact information concerning domain name registrants, in accordance with each Party's law and, if applicable, relevant administrator policies regarding the protection of privacy and personal data.

2. In connection with each Party's system for the management of ccTLD domain names, appropriate remedies shall be available at least in cases in which a person registers or holds, with a bad faith intent to profit, a domain name that is identical or confusingly similar to a trademark.

Section D. Country Names

Article 11.24. Country Names

Each Party shall provide the legal means for interested persons to prevent commercial use of the country name of a Party in relation to a good in a manner that misleads consumers as to the origin of that good.

Section E. Geographical Indications

Article 11.25. Recognition of Geographical Indications

1. Geographical indication means an indication that identifies a good as originating in the territory of a Party, or a region or locality in that territory, where a given quality, reputation or other characteristic of the good is essentially attributable to its

geographical origin.

2. The Parties recognise that geographical indications may be protected through a trademark or sui generis system or other legal means.

Article 11.26. Administrative Procedures for the Protection of Geographical Indications

If a Party provides administrative procedures for the protection or recognition of geographical indications, whether through a trademark or a sui generis system, that Party shall, with respect to applications for that protection or petitions, ensure that its laws and regulations governing the filing of those applications or petitions are readily available to the public and clearly set out the procedures for these actions.

Article 11.27. Date of Protection of a Geographical Indication

If a Party grants protection or recognition to a geographical indication, that protection or recognition shall commence no earlier than on the date of the filing (5) in the Party or the date of registration in the Party, as applicable.

(5) For greater certainty, the "date of the filing" referred to in this Article includes, as applicable, the priority date of filing under the Paris Convention.

Section F. Patent (6)

Article 11.28. Grace Period

(6) For greater certainty, a patent may include utility model in accordance with the laws and regulations of a Party.

Each Party shall disregard at least information contained in public disclosures used to determine if an invention is novel or has an inventive step, if such disclosure:

(a) was made by the patent applicant or by a person that obtained the information directly or indirectly from the patent applicant, and

(b) occurred within 12 months prior to the date of the filing of the application in the territory of the Party.

Article 11.29. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Patent

Each Party shall provide a system for the examination and registration of patents which shall, among others:

(a) communicate to the applicant in writing, the reasons for any refusal to register a patent; this communication may be provided by electronic means;

(b) provide to the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register a patent;

(c) provide interested parties with an opportunity to seek cancellation or invalidation of a registered patent, and, in addition, it may provide interested parties with an opportunity to oppose the registration of a patent, and

(d) make decisions in opposition, cancellation, or invalidation proceedings to be reasoned and in writing; these decisions may be delivered by electronic means.

Article 11.30. Amendments, Corrections, and Observations

1. Each Party shall provide to an applicant for a patent with at least one opportunity to make amendments, corrections or observations in connection with its application. (7)

(7) A Party may provide that such amendments do not go beyond the scope of the disclosure of the invention, as of the date of filing.

2. Each Party may provide a right holder of a patent with opportunities to make amendments or corrections after registration, provided that such amendments or corrections do not change or expand the scope of the patent right as a whole, in accordance with each Party's laws and regulations. (8)

(8) It is understood that the amendments or corrections which do not change or expand the scope of the right means that the scope of the patent right stays the same as before or reduced.

Article 11.31. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by a patent, provided that such exceptions do not unreasonably conflict with a normal exploitation of the patent and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

Section G. Industrial Design

Article 11.32. Grace Period

Each Party shall disregard at least information contained in public disclosures used to determine if a design is new or original, if such disclosure: (a) was made by the designer, applicant or by a person that obtained the information directly or indirectly from the designer or applicant, and (b) occurred within at least 12 months prior to the date of the filing of the application in the territory of that Party.

Article 11.33. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Industrial Design

Each Party shall provide a system for the examination and registration of industrial designs which shall, among others:

(a) communicate to the applicant in writing, the reasons for any refusal to register industrial design; this communication may be by electronic means;

(b) provide to the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal, and to make a judicial appeal of any final refusal to register industrial design;

(c) provide an opportunity for interested parties to seek cancellation or invalidation of a registered industrial design, and in addition, may provide an opportunity for interested parties to oppose the registration of industrial design in accordance with its laws and regulations, and

(d) make decisions in opposition, cancellation, or invalidation proceedings to be reasoned and in writing; these decisions may be delivered by electronic means.

Article 11.34. Amendments, Corrections and Observations

1. Each Party shall provide an applicant for industrial design with at least one opportunity to make amendments, corrections or observations in connection with its application. (9)

(9) A Party may provide that such amendments do not go beyond the scope of the disclosure of the industrial design, as of the date of filing.

3. Each Party may provide a right holder of industrial design with opportunities to make amendments or corrections after registration, provided that such amendments or corrections do not change or expand the scope of the industrial design as a whole, in accordance with each Party's laws and regulations. (10)

(10) It is understood that the amendments or corrections which do not change or expand the scope of the right means that the scope of the industrial design stays the same as before or reduced.

Article 11.35. Industrial Design Protection

1. The Parties shall ensure that the requirements for securing or enforcing registered industrial design protection do not

unreasonably impair the opportunity to obtain or enforce such protection.

2. The duration of protection available for registered industrial designs shall amount to at least 15 years from the date of filing.

Article 11.36. Exceptions

A Party may provide limited exceptions to the exclusive rights conferred by an industrial design, provided that such exceptions do not unreasonably conflict with a normal exploitation of the industrial design and do not unreasonably prejudice the legitimate interests of the right holder, taking account of the legitimate interests of third parties.

Section H. Copyright and Related Rights

Article 11.37. Definitions

For the purposes of Articles 11.38 and 11.40 through 11.48, with respect to performers and producers of phonograms:

broadcasting means the transmission by wireless means for public reception of sounds or of images and sounds or of the representations thereof; such transmission, by satellite is also “broadcasting”; the transmission of encrypted signals is broadcasting if the means for decrypting are provided to the public by the broadcasting organisation or with its consent;

communication to the public of a performance or a phonogram means the transmission to the public by any medium, other than by broadcasting, of sounds of a performance or the sounds or the representations of sounds fixed in a phonogram;

fixation means the embodiment of sounds, or of the representations thereof, from which they can be perceived, reproduced, or communicated through a device;

performance means a performance fixed in a phonogram unless otherwise specified;

performers means actors, singers, musicians, dancers, and other persons who act, sing, deliver, declaim, play in, interpret, or otherwise perform literary or artistic works or expressions of folklore;

phonogram means the fixation of the sounds of a performance or of other sounds, or of a representation of sounds, other than in the form of a fixation incorporated in a cinematographic or other audio-visual work;

producer of a phonogram means a person that takes the initiative and has the responsibility for the first fixation of the sounds of a performance or other sounds, or the representations of sounds;

publication of a performance or phonogram means the offering of copies of the performance or the phonogram to the public, with the consent of the right holder, provided that such copies are offered to the public in a reasonable quantity, and

right to authorise or prohibit refers to exclusive rights with respect to copyright and related rights.

Article 11.38. Right of Reproduction

Each Party shall provide (11) to authors, performers and producers of phonograms (12) the exclusive right to authorise or prohibit all reproduction of their works, performances or phonograms in any manner or form, including in electronic form.

(11) For greater certainty, the Parties understand that it is a matter for each Party’s law to prescribe that works, performances or phonograms in general or any specified categories of works, performances and phonograms are not protected by copyright or related rights, unless the work, performance or phonogram has been fixed in some material form.

(12) References to “authors, performers, and producers of phonograms” refer also to any of their successors in interest.

Article 11.39. Right of Communication to the Public

Without prejudice to Article 11(1)(ii), Article 11bis(1)(i) and (ii), Article 11ter(1)(ii), Article 14(1)(ii), and Article 14bis(1) of the Berne Convention, each Party shall provide to authors the exclusive right to authorise or prohibit the communication to the public of their works, by wire or wireless means, including the making available to the public of their works in such a way that members of the public may access these works from a place and at a time individually chosen by them.(13)

(13) The Parties understand that the mere provision of physical facilities for enabling or making a communication does not in itself amount to communication within the meaning of this Chapter or the Berne Convention. The Parties further understand that nothing in this Article precludes a Party from applying Article 11bis(2) of the Berne Convention.

Article 11.40. Right of Distribution

Each Party shall provide to authors, performers and producers of phonograms the exclusive right to authorise or prohibit the making available to the public of the original and copies (14) of their works, performances and phonograms through sale or other transfer of ownership.

(14) The expressions "copies" and "original and copies", that are subject to the right of distribution in this Article, refer exclusively to fixed copies that can be put into circulation as tangible objects.

Article 11.41. Related Rights

1. Each Party shall accord the rights provided for in this Chapter with respect to performers and producers of phonograms to:

(a) performers and producers of phonograms that are nationals (15) of the other Party, and

(15) For the purposes of determining the criteria for eligibility under this Article with respect to performers, a Party may treat "nationals" as those who would meet the criteria for eligibility under Article 3 of the WPPT.

(b) performances or phonograms first published or first fixed (16) in the territory of the other Party. (17) A performance or phonogram shall be considered first published in the territory of a Party if it is published in the territory of that Party within 30 days of its original publication.

(16) For the purposes of this Article, fixation means the finalisation of the master tape or its equivalent.

(17) For greater certainty, in this paragraph with respect to performances or phonograms first published or first fixed in the territory of a Party, a Party may apply the criterion of publication, or alternatively, the criterion of fixation, or both. For greater certainty, consistent with Article 11.7, each Party shall accord to performances and phonograms first published or first fixed in the territory of the other Party treatment no less favourable than it accords to performances or phonograms first published or first fixed in its own territory.

2. Each Party shall provide to performers the exclusive right to authorise or prohibit:

(a) the broadcasting and communication to the public of their unfixed performances, unless the performance is already a broadcast performance, and

(b) the fixation of their unfixed performances.

3. Each Party shall provide to performers and producers of phonograms the exclusive right to authorise or prohibit the broadcasting or any communication to the public of their performances or phonograms, by wire or wireless means,(18),(19) and the making available to the public of those performances or phonograms in such a way that members of the public may access them from a place and at a time individually chosen by them.

(18) With respect to broadcasting and communication to the public, a Party may satisfy the obligation by applying Article 15(1) and Article 15(4) of the WPPT and may also apply Article 15(2) of the WPPT, provided that it is done in a manner consistent with that Party's obligations under Article 11.7.

(19) For greater certainty, the obligation under this paragraph does not include broadcasting or communication to the public, by wire or wireless means, of the sounds or representations of sounds fixed in a phonogram that are incorporated in a cinematographic or other audio-visual work.

4. Notwithstanding subparagraph 2(a) and Article 11.43, the application of the right referred to in subparagraph 2(a) to analog transmissions and non-interactive free over-the-air broadcasts, and exceptions or limitations to this right for those activities, is a matter of each Party's law. (20)

(20) For the purposes of this paragraph, the Parties understand that a Party may provide for the retransmission of non-interactive, free over-the-air broadcasts, provided that these retransmissions are lawfully permitted by that Party's government communications authority; any entity engaging in these retransmissions complies with the relevant rules, orders or regulations of that authority, and these retransmissions do not include those delivered and accessed over the Internet. For greater certainty, this understanding does not limit a Party's ability to avail itself of this paragraph.

Article 11.42. Term of Protection for Copyright and Related Rights

Each Party shall provide that in cases in which the term of protection of a work, performance or phonogram is to be calculated: (21)

(a) on the basis of the life of a natural person, the term shall be not less than the life of the author and at least 50 years after the author's death, (22) and

(b) on a basis other than the life of a natural person, the term shall be:

(i) not less than 50 years from the end of the calendar year of the first authorised publication (23) of the work, performance or phonogram, or

(ii) for anonymous and pseudonymous works including performance or phonogram, at least 50 years as of the beginning of the calendar year subsequent to the year in which such works have been first published or created.

(21) For greater certainty, in implementing this Article, nothing prevents a Party from promoting certainty for the legitimate use and exploitation of a work, performance or phonogram during its term of protection, consistent with Article 11.43 and that Party's international obligations.

(22) The Parties understand that if a Party provides its nationals a term of copyright protection that exceeds life of the author plus 50 years, nothing in this Article or Article 11.7 shall preclude that Party from applying Article 7(8) of the Berne Convention with respect to the term in excess of the term provided in this subparagraph of protection for works of another Party.

(23) For greater certainty, for the purposes of paragraph (b), if a Party's law provides for the calculation of term from fixation rather than from the first authorised publication, that Party may continue to calculate the term from fixation.

Article 11.43. Limitations and Exceptions

1. Each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram, and do not unreasonably prejudice the legitimate interests of the right holder.

2. Paragraph 1 is without prejudice to limitations and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WCT or the WPPT.

Article 11.44. Balance In Copyright and Related Rights Systems

Each Party shall endeavour to achieve an appropriate balance in its copyright and related rights system, among others, by means of limitations or exceptions that are consistent with Article 11.43, including those for the digital environment, giving due consideration to legitimate purposes such as criticism; comment; news reporting; teaching, scholarship, research, and other similar purposes; and facilitating access to published works for persons who are blind, visually impaired or otherwise print disabled. (24), (25)

(24) As recognised by the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired, or Otherwise Print Disabled, done at Marrakesh, 27 June 2013 ("Marrakesh Treaty").

(25) For greater certainty, a use that has commercial aspects may in appropriate circumstances be considered to have a legitimate purpose under Article 11.43.

Article 11.45. Contractual Transfers

Each Party shall provide that for copyright and related rights, any person acquiring or holding any economic right (26) in a work, performance or phonogram:

(26) For greater certainty, this provision does not affect the exercise of moral rights.

(a) may freely and separately transfer that right by contract, and

(b) by virtue of contract, including contracts of employment underlying the creation of works, performances or phonograms, shall be able to exercise that right in that person's own name and enjoy fully the benefits derived from that right. (27)

(27) Nothing in this Article affects a Party's ability to establish: (a) which specific contracts underlying the creation of works, performances or phonograms shall, in the absence of a written agreement, result in a transfer of economic rights by operation of law, and (b) reasonable limits to protect the interests of the original right holders, taking into account the legitimate interests of the transferees.

Article 11.46. Obligations Concerning Technological Protection Measures

Each Party shall provide adequate legal protection and effective legal remedies against the circumvention of effective technological measures that are used by authors, performers, or producers of phonograms in connection with the exercise of their rights under this Section and that restrict acts, in respect of their works, performances, or phonograms, which are not authorised by the authors, the performers, or the producers of phonograms concerned or permitted by the laws and regulations of that Party.

Article 11.47. Obligations Concerning Rights Management Information

1. Each Party shall provide adequate and effective legal remedies against any person knowingly performing any of the following acts, knowing or, with respect to civil remedies, having reasonable grounds to know, that it shall induce, enable, facilitate or conceal an infringement of any right or related right under this Section:

(a) to remove or alter any electronic rights management information without authority, and

(b) to distribute, import for distribution, broadcast or communicate to the public, without authority, works or copies of works knowing that electronic rights management information has been removed or altered without authority.

2. For the purposes of this Article, "rights management information" means information which identifies the work, the author of the work, the owner of any right in the work, or information about the terms and conditions of use of the work, and any numbers or codes that represent such information, when any of these items of information is attached to a copy of a work or appears in connection with the communication of a work to the public.

Article 11.48. Collective Management

The Parties recognise the role of collective management societies for copyright and related rights in collecting and distributing royalties based on practices that are fair, efficient, transparent and accountable, which may include appropriate record keeping and reporting mechanisms.

Section I. Enforcement

Article 11.49. General Obligation In Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its law so as to permit effective action against any act of infringement of intellectual property rights covered by this Chapter, including expeditious

remedies to prevent infringements and remedies that constitute a deterrent to future infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

Article 11.50. Border Measures

1. Each Party shall, in conformity with its laws and regulations and the provisions of Part III, Section 4 of the TRIPS Agreement adopt or maintain procedures to enable a right holder, who has valid grounds for suspecting that the importations of counterfeit trademark or pirated copyright goods may take place, to lodge an application in writing with the competent authorities, in the Party in which the border measure procedures are applied, for the suspension by that Party's customs authorities of the release into free circulation of such goods.

2. A Party may enable such an application to be made in respect of goods which involve other infringements of intellectual property rights, provided that the requirements of Part III, Section 4 of the TRIPS Agreement are met. A Party may also provide for corresponding procedures concerning the suspension by the customs authorities of the release of infringing goods destined for exportation from its territory in accordance with its laws and regulations.

Chapter 12. INVESTMENT PROMOTION

Article 12.1. Scope

The Parties affirm their desire to promote an attractive investment climate with the aim of expanding trade in goods and services to foster sustainable development. The Parties shall take appropriate measures to encourage the flow of mutual investment between them and to secure favourable conditions for economic diversification and sustainable development.

Article 12.2. Objectives

The objectives of this Chapter are to:

(a) promote and enhance the flow of mutual investment between the Parties with the aim of contributing to economic diversification and sustainable development;

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

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

(d) work toward the enhancement of investment flows;

(e) identify obstacles to investment flows, and

(f) seek views of the private sector, among other actors, where appropriate, on matters related to the work of the UAE-Chile Council on Investment Promotion referred to in Article 12.3.

Article 12.3. Council on Investment Promotion

1. In order to pursue the objectives of this Chapter, the Parties hereby establish the Chile-UAE Council on Investment Promotion ("Council"), which shall be composed of representatives of the Parties. (1) It shall be chaired by:

(a) for Chile, the Undersecretariat of International Economic Relations, and

(b) for the UAE, the Ministry of Finance.

2. The Council may establish working groups as the Parties deem necessary.

(1) Future changes regarding the composition of the Council shall be notified to the Joint Commission.

Article 12.4. Role of the Council

The Council shall meet at such times and venues as agreed by the Parties, but the Parties shall endeavour to meet no less than once per year. A Party may refer a specific investment matter to the Council by delivering a written request to the other

Party that includes a description of the matter concerned. The Council shall take up the matter promptly after the request is delivered unless the requesting Party decides to postpone the discussion of the matter.

Article 12.5. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 13. GLOBAL VALUE CHAINS

Article 13.1. General Provisions

1. The Parties acknowledge the importance of Global Value Chains ("GVCs"), as a means to modernize and broaden the bilateral economic relation between the Parties, and the relevance of the benefits of that economic relation of both Parties.

2. The Parties acknowledge that international trade and investment are engines of economic growth and must facilitate their companies' internationalization and insertion into GVCs.

3. The Parties affirm the relevance of micro, small and medium-sized enterprises ("MSMEs") in their productive structure and their impact on employment, and recognize that their adequate insertion into GVCs contributes to a better allocation of resources and the economic benefits derived from international trade, including the diversification and enhancing of value added in exports.

4. The Parties acknowledge the importance of the participation of the private sector as well as the entrepreneurial community as fundamental actors within GVCs, and the relevance of creating an adequate environment for the implementation of public policies and efficient business management.

5. The Parties recognize the importance of the services sector, especially those services associated to GVCs, in trade integration.

6. Each Party shall domestically promote public knowledge of its laws, regulations, policies, and practices relating to regional integration and GVCs.

7. The Parties recognize the importance of the development of GVCs for a greater level of productive integration, including aspects such as accumulation of origin, e-commerce, industry 4.0, investment, among others.

Article 13.2. Economic Cooperation Activities

1. The Parties shall carry out economic cooperation activities of mutual interest on issues and topics agreed by the Parties, through the interaction of their respective government institutions, companies, especially MSMEs, academic and research organizations, other non-governmental organizations, and their representatives, as appropriate. Such activities may include:

(a) developing public-private strategies to identify opportunities, such as economic sectors with potential for insertion into GVCs and the development of productive linkages, as well as direct investment opportunities related to GVCs projects;

(b) designing programs to identify the attributes that MSMEs should develop in order to achieve their insertion into GVCs;

(c) proposing joint action with the corresponding government agencies to promote the formation of GVCs, including joint proposals to support policies of insertion of Parties' companies into regional and global service chains;

(d) promoting greater access to information regarding the opportunities that GVCs offer to MSMEs;

(e) sharing methods and procedures for the collection of information, the use of indicators, and the analysis of trade statistics;

(f) identifying the principal factors that contribute to the promotion of productive linkages, as well as the main barriers that affect their formation;

(g) identifying opportunities at a company level, as well as sector or productive activities for the generation of productive linkages and potential investment projects;

(h) examining the feasibility and the trade generation potential of accumulation models for rules of origin;

(i) assessing how GVCs the companies of the Parties are taking advantage of the provisions of this Agreement;

(j) sharing their respective experiences in designing, implementing, strengthening and monitoring policies and programs to encourage the participation of companies, especially MSMEs, in GVCs, and

(k) other activities agreed by the Parties.

2. The Parties may undertake economic cooperation activities previously agreed upon in the areas identified in paragraph 1, through:

(a) workshops, seminars, dialogues and other fora for exchanging knowledge, experiences and best practices;

(b) the creation of an Experts Network on GVCs;

(c) internships, visits and research studies to document and study policies and practices;

(d) collaborative research and development of best practices in subject matters of mutual interest;

(e) specific exchanges of specialized technical knowledge and technical assistance, as appropriate, and

(f) other activities as agreed by the Parties.

3. The priorities for economic cooperation activities shall be agreed by the Parties based on their interests and available resources.

Article 13.3. Subcommittee on Global Value Chains

The Parties hereby establish a Subcommittee on Global Value Chains ("Subcommittee"), composed of government representatives of each Party. The Subcommittee shall:

(a) determine, organise, coordinate and facilitate the cooperation activities under this Chapter;

(b) report or make recommendations to the Joint Committee on any matter related to this Chapter;

(c) within two years of its first meeting, provide to the Joint Committee a comprehensive review of the implementation of this Chapter, and

(d) carry out any other activities requested by the Joint Committee.

Article 13.4. Contact Points

1. To facilitate communication between the Parties regarding the implementation of this Chapter, each Party designates the following contact point:

(a) for Chile, the Undersecretariat of International Economic Relations or its successor, and

(b) for the UAE, the Foreign Trade Sector at the Ministry of Economy, or its successor.

2. Each Party shall promptly notify the other Party if there is any change in its designated contact point.

Article 13.5. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 14. TRADE AND WOMEN'S ECONOMIC EMPOWERMENT

Article 14.1. Context

1. The Parties recognize the important contribution of women in driving sustained, inclusive, resilient, and sustainable economic growth, in line with the Declaration, "Transforming our world: the 2030 Agenda for Sustainable Development", adopted at the United Nations Summit for the Adoption of the Post-2015 Development Agenda, at New York on 25 September 2015, in particular, Sustainable Development Goal 5.

2. The Parties shall endeavour to effectively implement and enforce their respective laws, regulations, policies, and practices that promote women's equal access to trade and economic opportunities.

3. The Parties acknowledge the important contribution by women to economic growth through their participation in economic activities, including international trade, global value chains, the labour market, business leadership, and entrepreneurship, that allow women to achieve economic autonomy and act as engines of economic activation and recovery.

4. The Parties recognize that inclusive trade policies can contribute to advancing on women's economic empowerment, in line with Sustainable Development Goal 5 of the United Nations 2030 Agenda on Sustainable Development.

Article 14.2. Objectives

The Parties aim to:

(a) enhance their bilateral trade relations, cooperation, and dialogue in ways that are conducive to equal opportunities and treatment for women and men, as workers, producers, traders, or consumers, in accordance with their international commitments;

(b) facilitate cooperation and dialogue with the aim of enhancing women's capacity, conditions, and access to opportunities created by trade, and

(c) further improve their capacities to address trade-related women issues, including through the exchange of information and best practices.

Article 14.3. General Provisions

1. Each Party shall strive to ensure that its relevant laws, regulations and policies provide for, and promote, equal rights treatment and opportunities between men and women, in accordance with their international commitments. Each Party shall strive to improve such laws, regulations and policies.

2. The Parties should endeavour to take steps towards promoting women's economic empowerment in trade and in the workplace, including through the promotion of labour practices that facilitate the integration, retention, and progression of women in the labour market, and seek to build the capacity and skills of women workers.

Article 14.4. Cooperation Activities

1. The Parties acknowledge the benefit of collaboration and affirm their willingness to share their respective experiences in promoting opportunities for women to participate in trade, as and when agreed by both Parties. Areas of cooperation may include, but are not limited to:

(a) improving women's access, participation, leadership, and education, in particular in fields in which they are underrepresented such as science, technology, engineering, mathematics (STEM), as well as innovation, e- commerce, and any other field related to trade;

(b) fostering women's entrepreneurship, including activities to promote the internationalization of small and medium enterprises led by women;

(c) advancing the development of women's leadership and business networks;

(d) promoting business development services for women to improve women's digital skills and access to online business tools;

(e) promoting financial inclusion and literacy, access to relevant financing, and financial assistance;

(f) developing trade missions for businesswomen and women entrepreneurs, and

(g) any other areas agreed by the Parties.

2. The Parties shall encourage inclusive participation of women in the implementation of the cooperation activities established under this Article, as appropriate.

3. The Parties recognize the importance of women's economic empowerment as part of the Parties' trade and investment relationship. Accordingly, the Parties underline their intention to implement the provisions of this Agreement in a manner

that upholds this principle.

Article 14.5. Contact Points

1. In order to facilitate communication between the Parties for the purposes of this Chapter, each Party shall designate a contact point within six months of the date of entry into force of this Agreement:

(a) for Chile, the contact point shall be within its Undersecretariat of International Economic Relations or its Ministry of Women and Gender Equity or their successors, and

(b) for the UAE, the contact point shall be within its Gender Balance Council and its Ministry of Economy or their successors.

2. The contact points shall meet every year, unless otherwise agreed, in person or by any available technological means.

3. Each Party shall notify the other Party of the designation of the contact point and, as soon as possible, of any changes thereto. The contact points shall:

(a) facilitate communication and coordination between the Parties, with respect to this Chapter;

(b) act as a channel of communication with the public in their respective territories;

(c) discuss joint proposals to support policies on trade and women;

(d) work jointly, including with other appropriate agencies of their governments, to develop and implement activities, a work plan, and areas of cooperation, and

(e) report to the Joint Committee.

Article 14.6. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 15. SMALL AND MEDIUM-SIZED ENTERPRISES

Article 15.1. General Principles

1. The Parties, recognizing the fundamental role of small and medium-sized enterprises (“SMEs”) in maintaining dynamism and enhancing competitiveness of their respective economies, shall foster close cooperation among SMEs of the Parties and cooperate in promoting jobs and growth of SMEs.

2. The Parties recognize the important role of the private sector in the cooperation on SMEs to be implemented under this Chapter.

Article 15.2. Cooperation to Increase Trade and Investment Opportunities for SMEs

With a view to more robust cooperation between the Parties to enhance commercial opportunities for SMEs, each Party shall seek to increase trade and investment opportunities for SMEs, and in particular shall:

(a) promote cooperation between the Parties’ small business support infrastructure, including dedicated SME centers, incubators and accelerators, export assistance centers, and other centers as appropriate, to create an international network for sharing best practices, exchanging market research, and promoting SME participation in international trade, as well as business growth in local markets;

(b) strengthen its collaboration with the other Party on activities to promote SMEs owned by women and youth, as well as start-ups, and promote partnerships among these SMEs and their participation in international trade;

(c) enhance cooperation with the other Party to exchange information and best practices in areas including improving the access of SMEs to capital and credit, the participation of SMEs in covered government procurement opportunities under this Agreement, and helping SMEs adapt to changing market conditions, and

(d) encourage participation in purpose-built mobile or web-based platforms for business entrepreneurs and counsellors to share information and best practices to help SMEs link with international suppliers, buyers, and other potential business

partners.

Article 15.3. Information Sharing

1. Each Party shall establish or maintain its own free and publicly accessible website containing information regarding this Agreement, including:

(a) the text of this Agreement;

(b) a summary of this Agreement, and

(c) information designed for SMEs that contains:

(i) a description of the provisions in this Agreement that the Party considers to be relevant to SMEs, and

(ii) any additional information that the Party considers useful for SMEs interested in benefitting from the opportunities provided by this Agreement.

2. Each Party shall include in its website links or information through automated electronic transfer to:

(a) the equivalent websites of the other Party, and

(b) the websites of its own government agencies and other appropriate entities that provide information the Party considers useful to any person interested in trading, investing, or doing business in that Party's territory.

3. Subject to each Party's laws and regulations, the information described in paragraph 2(b) may include:

(a) customs regulations, procedures, or enquiry points;

(b) regulations or procedures concerning intellectual property rights, including patent protection rights;

(c) technical regulations, standards, quality or conformity assessment procedures;

(d) sanitary or phytosanitary measures relating to importation or exportation;

(e) foreign investment regulations;

(f) business registration;

(g) trade promotion programmes;

(h) competitiveness programmes;

(i) SME investment and financing programmes;

(j) taxation and accounting;

(k) government procurement regulations and procedures, and (l) other information which the Party considers to be useful for SMEs.

4. Each Party shall regularly review the information and links on the website referred to in paragraphs 1 and 2 to ensure the information and links are up-to-date and accurate.

5. To the extent practicable, each Party shall make the information referred to in this Article available in English. If this information is available in Spanish or Arabic language, the Party shall endeavour to make this information available, as appropriate.

Article 15.4. Subcommittee on SME Issues

1. The Parties hereby establish a Subcommittee on SME Issues ("SME Subcommittee"), comprising government institutions responsible for trade and SMEs and national and local government representatives of each Party.

2. The SME Subcommittee shall:

(a) identify ways to assist SMEs in the Parties' territories to take advantage of the commercial opportunities resulting from this Agreement and to strengthen SME competitiveness;

(b) identify and recommend ways for further cooperation between the Parties to develop and enhance partnerships between SMEs of the Parties;

(c) exchange and discuss each Party's experiences and best practices in supporting and assisting SME exporters with respect to, among other things, training programs, trade education, trade finance, trade missions, trade facilitation, digital trade, identifying commercial partners in the territories of the Parties, and establishing good business credentials;

(d) promote seminars, workshops, webinars, mentorship sessions, or other activities to inform SMEs of the benefits available to them under this Agreement;

(e) explore opportunities for capacity building to facilitate each Party's work in developing and enhancing SME export counselling, assistance, and training programmes;

(f) recommend additional information that a Party may include on the website referred to in Article 15.3;

(g) review and coordinate its work program with the work of other subcommittees, working groups, and other subsidiary bodies established under this Agreement, as well as of other relevant international bodies, to avoid duplication of work programs and to identify appropriate opportunities for cooperation to improve the ability of SMEs to engage in trade and investment opportunities resulting from this Agreement;

(h) collaborate with and encourage subcommittees, working groups and other subsidiary bodies established under this Agreement to consider SME-related commitments and activities into their work;

(i) review the implementation and operation of this Chapter and SME-related provisions within this Agreement, and report findings and make recommendations to the Joint Committee that can be included in future work and SME assistance programs, as appropriate;

(j) facilitate the development of programmes to assist SMEs to participate and integrate effectively into the Parties' regional and global supply chains;

(k) promote the participation of SMEs in digital trade in order to take advantage of the opportunities resulting from this Agreement and rapidly access new markets;

(l) facilitate the exchange of information on entrepreneurship education and awareness programs for youth and women to promote the entrepreneurial environment in the territories of the Parties;

(m) submit on an annual basis, unless the Parties decide otherwise, a report of its activities and make appropriate recommendations to the Joint Committee, and

(n) consider any other matter pertaining to SMEs as the SME Subcommittee may decide, including issues raised by SMEs regarding their ability to benefit from this Agreement.

3. The SME Subcommittee shall maintain a fluid communication and convene within one year after the date of entry into force of this Agreement and thereafter meet annually, unless the Parties agree otherwise, in person or by any other technological means available.

4. The SME Subcommittee may seek to collaborate with appropriate experts and international donor organizations in carrying out its programmes and activities.

5. The SME Subcommittee may exchange information and coordinate activities by email, videoconference, or other means of communication.

Article 15.5. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 16. ECONOMIC COOPERATION

Article 16.1. Objectives

1. The Parties shall promote cooperation under this Agreement for their mutual benefit in order to liberalise and facilitate trade and investment between the Parties and foster economic growth.

2. Economic cooperation under this Chapter shall be built upon a common understanding between the Parties to support the implementation of this Agreement, with the objective of maximising its benefits, supporting pathways to trade and investment facilitation, and further improving market access and openness to contribute to the sustainable, inclusive economic growth and prosperity of the Parties.

Article 16.2. Scope

1. Economic cooperation under this Chapter shall support the effective and efficient implementation and utilisation of this Agreement through activities that relate to trade and investment.

2. Economic cooperation under this Chapter shall initially focus on the following areas:

(a) manufacturing industries;

(b) agriculture, forestry and fisheries;

(c) trade and investment promotion;

(d) human resource development;

(e) tourism;

(f) information and communications technology;

(g) promotion of electronic commerce;

(h) financial services, and

(i) trade in environmental goods and services.

Article 16.3. Annual Work Programme on Economic Cooperation Activities

1. The Subcommittee on Economic Cooperation established under Article 16.10 shall adopt an Annual Work Programme on Economic Cooperation Activities ("Annual Work Programme") based on proposals submitted by the Parties.

2. In the Annual Work Programme, the Subcommittee on Economic Cooperation established under Article 16.10 may change the areas listed in Article 16.2.2, including by adding other areas related to the economic cooperation.

3. Each activity in an Annual Work Programme shall:

(a) be guided by the objectives set forth in Article 16.1;

(b) be related to trade or investment and support the implementation of this Agreement;

(c) involve both Parties;

(d) address the mutual priorities of the Parties, and

(e) avoid duplicating existing economic cooperation activities.

Article 16.4. Competition Policy

1. The Parties recognise the importance of cooperation in the area of competition policy. The Parties may cooperate to exchange information relating to the development of competition policy, subject to their laws and regulations and available resources. The Parties may conduct such cooperation through their competent authorities.

2. The Parties may consult on matters related to anti-competitive practices and their adverse effects to trade. The consultations shall be without prejudice to the autonomy of each Party to develop, maintain and enforce its competition laws and regulations.

Article 16.5. Trade and Environment

Cooperation on Trade and Environment

1. Recognizing the importance of strengthening capacity to promote sustainable development with their three

interdependent and mutually reinforcing components, which are economic growth, social development, and environmental protection, the Parties agree to cooperate in the field of trade and environment.

2. The Parties reaffirm their respective commitments under the multilateral environment agreements to which the Parties are party.

3. Each Party recognises the sovereign right of the other Party to set its own environmental laws, regulations and policies. The Parties shall ensure that their environmental laws, regulations and policies are not used for trade protectionist purposes. The Parties recognize that it is inappropriate to encourage trade or investment by weakening or reducing the protection afforded in their respective environmental laws and regulations.

4. Considering their national priorities and available resources, the Parties shall cooperate in areas of mutual interest and benefit regarding trade and environment. These areas may include:

(a) circular economy;

(b) air quality;

(c) biodiversity;

(d) water management;

(e) waste management;

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

(g) green technologies;

(h) sustainable fisheries;

(i) environmental education and awareness;

(j) sustainable agriculture;

(k) the relationship between economic activity, market forces and the environment;

(l) the relationship of their respective environmental and trade policies;

(m) the environmental provisions of trade agreements, and they implementation, and

(n) other areas that the Parties may agree.

5. Each Party may invite social partners, relevant agencies or stakeholders, as appropriate, to participate in relevant cooperation activities or in the identification of potential areas of cooperation.

Trade and Climate Change

6. The Parties recognize that climate change poses significant risks to communities, infrastructure, the economy, the environment, and human health, with possible impacts on international trade, and that efforts to increase resilience are required. The Parties reaffirm the principles and objectives of the United Nations Framework Convention on Climate Change, done at New York on 9 May 1992, the Kyoto Protocol to the United Nations Framework Convention on Climate Change, done at Kyoto on 11 December 1997, and the Paris Agreement, done at Paris on 12 December 2015.

7. The Parties shall cooperate to address matters of common interest related to trade and environment. These areas of cooperation may include, among others:

(a) research and development of cost-effective low carbon emission technologies;

(b) energy efficiency;

(c) development of clean and renewable energy;

(d) co-benefits in enhancing air quality through air pollution control measures;

(e) monitoring and reporting and verification (MRV);

(f) methodologies of accounting for greenhouse gas (GHG) emissions reduction in the framework of international agreements, and

(g) market and non-market carbon pricing mechanisms.

Responsible Business Conduct

8. Each Party shall encourage enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate into their business practices and internal policies, internationally-recognised principles, standards and guidelines of responsible business conduct, in its environmental dimension, that have been endorsed or are supported by that Party.

Article 16.6. Cooperation on Labour Matters

Cooperation on Labour Matters

1. The Parties share the general common objective that trade liberalisation and investment facilitation should lead to job creation, decent work, and meaningful occupations for workers, with terms and conditions of employment that comply with the Party's obligations under the main labour principles of the International Labor Organization (ILO). Therefore, the Parties agree to cooperate in the labour field.

2. The Parties reaffirm their obligations as members of the ILO, in particular their respect for the principles of the ILO Declaration on Fundamental Principles and Rights at Work and its monitoring, and will work to ensure that their laws, regulations, policies and labour practices are in harmony with its international commitments.

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

4. The Parties shall not seek to promote or obtain trade advantages by weakening or failing to apply or administer their labour laws, regulations and policies, in a manner that affects trade between the Parties.

5. Considering their national priorities and available resources, the Parties will jointly explore and determine areas of cooperation of mutual interest and benefit related to labour. These areas may include, but are not limited to:

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

(b) consultations on labour matters, exchange of information and good practices in labour relations policies and cooperation in labour management;

(c) social security, health and occupational safety;

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

(e) experiences regarding the relationship between trade and labour issues and employment, and

(f) such other matters as the Parties may agree, in accordance with their labour laws and regulations.

Forced or Compulsory Labour

6. Each Party recognises the goal of eliminating all forms of forced or compulsory labour, including forced or compulsory child labour. The Parties agree to share information, experiences and good practices related to this matter.

Responsible Business Conduct

7. Each Party shall encourage enterprises operating within its jurisdiction to adopt policies of responsible business conduct that contribute to achieving sustainable development in its labour dimension, and are consistent with internationally-recognised principles, standards and guidelines that have been endorsed or are supported by that Party.

Article 16.7. Resources

1. Resources for economic cooperation under this Chapter shall be provided in a manner as agreed by the Parties and in accordance with the laws and regulations of the Parties.

2. The Parties, on the basis of mutual benefit, may consider cooperation with, and contributions from, non-parties, to support the implementation of the Annual Work Programme.

Article 16.8. Means of Cooperation

The Parties shall endeavour to encourage technical, technological and scientific economic cooperation, through the following:

(a) joint organization of conferences, seminars, workshops, meetings, training sessions and outreach and education programmes;

(b) exchange of delegations, professionals, technicians and specialists from the academic sector, institutions dedicated to research, private sector and governmental agencies, including study visits and internship programmes for professional training;

(c) dialogue and exchange of experiences between the Parties' private sectors and agencies involved in trade promotion;

(d) dialogue and knowledge-sharing aiming to transfer experience and best practices in the field of government development and modernization, through any available programmes from both Parties, such as the UAE's Government Experience Exchange Programme;

(e) promotion of joint business initiatives between entrepreneurs of the Parties, and

(f) any other form of cooperation that may be agreed by the Parties.

Article 16.9. Cooperative Framework

1. Recognizing the critical role of the private sector in leveraging the full potential of this Agreement, this Article establishes a voluntary framework for collaborative engagement between the respective Parties' Chambers of Commerce, which aims to promote this Agreement and achieve tangible benefits.

2. This collaborative framework aims to include, but is not limited to:

(a) organization of seminars and workshops to educate their respective business communities of the operational aspects of this Agreement, share success stories and challenges;

(b) coordination of joint trade missions and networking events with a focus on establishing partnership and identifying joint venture opportunities, and

(c) providing support services to assist businesses of both Parties in understanding and utilising this Agreement.

3. For the purposes of this Article, the contact points shall be designated by the Joint Committee at its first meeting.

Article 16.10. Subcommittee on Economic Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Subcommittee on Economic Cooperation ("Subcommittee") composed by government representatives of each Party.

2. The Subcommittee shall have the following functions:

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

(b) identify new opportunities and agree on new ideas for prospective cooperation or capacity building activities;

(c) formulate and develop proposals for the Annual Work Programme and their implementation mechanisms;

(d) coordinate, monitor and review the progress of the Annual Work Programme to assess its overall effectiveness and contribution to the implementation and operation of this Chapter; (e) change the Annual Work Programme;

(f) cooperate with other subcommittees or subsidiary bodies established under this Agreement to perform stocktaking, monitoring, and benchmarking on any issues related to the implementation of this Agreement, as well as to provide feedback and assistance in the implementation and operation of this Chapter, and

(g) report to and, if deemed necessary, consult with the Joint Committee in relation to the implementation and operation of this Chapter.

Article 16.11. Corporate Social Responsibility

The Parties reaffirm the importance of each Party encouraging enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate into their internal policies those internationally-recognised standards, guidelines and principles of corporate social responsibility that have been endorsed or are supported by that Party.

Article 16.12. Non-Application of Dispute Settlement

Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 17. TRANSPARENCY

Article 17.1. Publication

1. Each Party shall publish or otherwise make publicly available, on the internet where feasible, its laws and regulations as well as its respective international agreements, which may affect the operation of this Agreement.

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

Article 17.2. Confidential Information

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

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

3. Where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the Party receiving the information shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified and shall not be otherwise disclosed without the specific permission of the Party providing the information.

Article 17.3. Administrative Proceedings

With a view to administering its laws and regulations with respect to any matter covered by this Agreement in a consistent, impartial, objective, and reasonable manner, each Party, to the extent practicable and in accordance with its laws and regulations, endeavor to ensure in its administrative proceedings applying such measures to a particular person, good, or service of the other Party in specific cases that:

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

(b) wherever possible, a person of the other Party that is directly affected by such a proceeding is afforded a reasonable opportunity to present facts and arguments in support of that person's position prior to any final administrative action, when time, the nature of the proceeding, and the public interest permit; and it follows its procedures in accordance with its laws and regulations.

Article 17.4. Review and Appeal

1. Each Party may establish or maintain judicial, quasi-judicial, or administrative tribunals or procedures for the purposes of prompt review and, where warranted, correction of final administrative actions with respect to any matter covered by this Agreement, and in a manner consistent with its laws and regulations.

2. The provisions of paragraph 1 shall not be construed to require a Party to institute such tribunals or procedures where this would be inconsistent with its constitutional structure or the nature of its legal system.

Article 17.5. Measures Against Corruption

1. Each Party shall, in accordance with its laws and regulations, take appropriate measures to prevent and combat corruption with respect to any matter covered by this Agreement.

2. Neither Party shall have recourse to dispute settlement under Chapter 18 (Dispute Settlement) for any matter arising under this Article.

Article 17.6. Relation to other Chapters

This Chapter is without prejudice to the transparency provisions in other chapters of this Agreement.

Chapter 18. DISPUTE SETTLEMENT

Article 18.1. Definitions

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

complaining Party means a Party that requests the establishment of a panel under Article 18.7;

consulting Party means a Party that requests consultations under Article 18.5, and

responding Party means a Party that has been complained against under Article 18.7.

Article 18.2. Cooperation

The Parties shall at all times endeavour to agree on the interpretation and application of this Agreement, and shall make every attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of any matter that might affect its operation or application.

Article 18.3. Scope

1. Unless otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of disputes between the Parties regarding the implementation, interpretation or application of this Agreement, wherever a Party considers that:

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

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

2. For greater certainty, this Chapter shall not apply to non-violation complaints and other situation complaints.

Article 18.4. Choice of Forum

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

2. Once a Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the measure referred to in paragraph 1, that Party shall not initiate dispute settlement proceedings in another forum with respect to that measure, unless both Parties agree to select another forum.

3. For the purposes of paragraph 2:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 18.7;

(b) dispute settlement proceedings under the WTO Agreements are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the Understanding on Rules and Procedures Governing the Settlement of Disputes in Annex 2 to the WTO Agreement, and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated when a Party requests the establishment of a dispute settlement panel in accordance with the relevant provisions of that agreement.

Article 18.5. Consultations

1. The consulting Party may request in writing consultations to the other Party with respect to any matter described in Article 18.3. The other Party shall accord due consideration to a request of consultations made by the consulting Party and shall accord adequate opportunity for such consultations.

2. The consulting Party shall deliver the request to the other Party, setting out the reasons for the request, including identification of the measure at issue and an indication of the legal basis for the complaint, and providing sufficient information to enable an examination of the matter. The Party to which a request for consultations is made shall, unless the Parties agree otherwise, reply in writing to the request no later than seven days after the date of its receipt of the request. That Party shall deliver its reply to the consulting Party and enter into consultations in good faith.

3. Unless the Parties agree otherwise, they shall enter into consultations no later than:

(a) 15 days after the date of receipt of the request for matters concerning perishable goods, or

(b) 30 days after the date of receipt of the request for all other matters.

4. Consultations may be held in person or by any technological means available to the Parties. If the consultations are held in person, they shall be held in the capital of the Party to which the request for consultations was made, unless the Parties agree otherwise.

5. The Parties shall make every effort to reach a mutually satisfactory resolution of the matter through consultations under this Article. To this end:

(a) each Party shall provide sufficient information to enable a full examination of how the measure at issue might affect the operation or application of this Agreement, and

(b) a Party shall treat any information received during the consultations that is designated as confidential on the same basis as the Party providing the information.

6. Consultations shall be confidential and without prejudice to the rights of a Party in any other proceedings.

Article 18.6. Good Offices, Conciliation and Mediation

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

2. If the Parties agree, the alternative method of dispute resolution referred to in paragraph 1 may continue while the matter is being examined by a panel established or reconvened under this Chapter.

3. Proceedings involving any alternative method of dispute resolution referred to in paragraph 1, as well as the positions taken by each Party during these proceedings, shall be confidential and without prejudice to the rights of a Party in any other proceedings.

Article 18.7. Establishment of a Panel

1. A Party that requested consultations under Article 18.5 may request in writing to the responding Party the establishment of a panel, if the Parties fail to resolve the matter within:

(a) 60 days after the date of receipt of the request for consultations under Article 18.5;

(b) 30 days after the date of receipt of the request for consultations under Article 18.5 in cases of urgency, including those which concern perishable goods, or

(c) any other period as the Parties may agree.

2. A panel shall not be established to review a proposed measure.

3. The complaining Party shall include in the request to establish a panel:

(a) an identification of the measure at issue;

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

(c) the factual basis for the complaint.

4. The date of the establishment of a panel shall be the date on which the chair is appointed.

Article 18.8. Terms of Reference

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

"To examine, in the light of the relevant provisions of this Agreement, the matter referred to in the request for the establishment of a panel pursuant to Article 18.7, and to make findings and determinations, and any jointly requested recommendations, together with the reasons therefor, as provided for in Article 18.14."

Article 18.9. Composition of Panels

1. A panel shall be composed of three panellists.

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

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

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

5. All panellists shall:

(a) have expertise or experience in law, international trade or other matters covered by this Agreement or the resolution of disputes arising under international trade agreements;

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

(c) be independent of, and not be affiliated with or take instructions from, any Party, and

(d) comply with the Code of Conduct to be established by the Joint Committee after the entry into force of this Agreement, pursuant to Article 20.3.1(g) (Functions of the Joint Committee).

6. An individual shall not serve as a panellist for a dispute in which that person has participated under Article 18.6, unless the Parties agree otherwise.

7. If a panellist appointed under this Article becomes unable to act, resigns or needs to be replaced because that panellist does not comply with the Code of Conduct to be establish by the Joint Committee after the entry into force of this Agreement, a successor shall be appointed within 15 days in accordance with paragraphs 2, 3 and 4. The successor shall have all the powers and duties of the original panellist. The work of the panel shall be suspended until the successor is appointed, and all the time frames set out in this Chapter and in the Rules of Procedure shall be extended by the amount of time that the work was suspended. 1.

Article 18.10. Functions of Panels

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

(a) the facts of the case;

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

(c) whether the measure of the responding Party is inconsistent with its obligations under this Agreement or whether the responding Party has otherwise failed to carry out its obligations under this Agreement, as appropriate.

2. The panel shall make the findings, determinations and recommendations as are called for in its Terms of Reference and necessary for the resolution of the dispute.

3. A panel shall take its decisions by consensus, except that, if a panel is unable to reach consensus, it may take its decisions by majority vote.

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

5. The findings, determinations and, if applicable, any recommendations of the panel shall not add to or diminish the rights and obligations of the Parties under this Agreement.

6. Unless the Parties agree otherwise, the panel shall perform its functions and conduct its proceedings in a manner consistent with this Chapter and the Rules of Procedure referred to in Article 18.11.9.

Article 18.11. Proceedings of Panels

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

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

3. The panels established under this Chapter shall, after consulting the Parties, set out their respective timeframes, including precise deadlines for submissions by the Parties, in accordance with the Rules of Procedure referred to in paragraph 9.

4. The Parties shall have the opportunity to provide at least one written submission to set out the facts, arguments and counter-arguments, and to attend any of the presentations, statements or rebuttals in the proceedings. All information or written submissions submitted by a Party to the panels, including any comments on the interim report and responses to questions put by the panels, shall be made available to the other Party.

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

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

7. Notwithstanding paragraph 6, either Party may make public statements as to its views regarding the dispute, but shall treat as confidential, the information and written submissions submitted by the other Party to the panel which that other Party has designated as confidential. If a Party has provided information or written submissions designated to be confidential, that Party shall, within 28 days of a request of the other Party, provide a non- confidential summary of the information or written submissions.

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

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

Article 18.12. Suspension and Termination of Proceedings

1. If the Parties so agree, the panel shall suspend its work at any time for a period agreed by the Parties and not exceeding 12 consecutive months from the date of such agreement. In the event of a suspension of the work of the panel, the relevant time frames set out in this Chapter and in the Rules of Procedure shall be extended by the same amount of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of the Parties. If the work of the panel is suspended for more than 12 consecutive months, the panel proceedings shall lapse and the dispute settlement procedure shall be terminated unless the Parties agree otherwise.

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

Article 18.13. Reports

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

2. Opinions expressed in the reports by the panellists shall be anonymous. Subject to the agreement between the Parties, the reports shall include any separate opinions on matters not unanimously agreed, not disclosing which panellists are associated with majority or minority opinions.

Article 19.14. Interim Report

1. The panel shall present an interim report to the Parties within 90 days of its establishment. In exceptional cases, if the panel considers that it cannot present the interim report within that timeframe, it shall inform the Parties in writing of the reasons for the delay with an estimate date on which the panel will issue its report. A delay shall not exceed an additional period of 30 days unless the Parties agree otherwise.

2. The interim report shall contain:

(a) a descriptive section summarising the development of the panel procedure, including a summary of the arguments of the Parties;

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

(c) its determination on whether the measure is consistent or not with this Agreement or whether a Party has otherwise failed to carry out its obligations in this Agreement;

(d) if the Parties have jointly requested them, its recommendations for the resolution of the dispute, and (e) its reasons for the findings and determinations.

3. A Party may submit written comments to the panel on its interim report within 15 days of the date of the presentation of the interim report.

4. After considering any written comments by the Parties on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 18.15. Final Report

1. The panel shall present a final report to the Parties, no later than 120 days of the date of its establishment. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. Under no circumstances shall the delay exceed 30 days after the deadline, unless the Parties agree otherwise

2. The final report may include a discussion of any written comments made by the Parties on the interim report. The final report shall provide the content of Article 18.14.

3. After taking any steps to protect confidential information, and no later than 15 days after the presentation of the final report, the Parties may make available the final report to the public unless the Parties otherwise agree.

4. The final report shall be binding on the Parties.

Article 18.16. Compliance of the Final Report

1. If the panel determines that the measure at issue is inconsistent with a Party's obligations in this Agreement or the respondent Party has otherwise failed to carry out its obligations in this Agreement, the respondent Party shall eliminate the non-conformity.

2. If immediate compliance of the final report is not practicable, the respondent Party shall, no later than 20 days after delivery of the final report, notify the complaining Party of the intended length of the reasonable period of time necessary

for compliance with the final report.

Article 18.17. Reasonable Period of Time for Compliance

1. The Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report. If the Parties fail to agree on the reasonable period of time within 20 days after the date of receipt of the notification pursuant to Article 18.16.2, the complaining Party may request in writing to the panel to determine the reasonable period of time. Such request shall be notified simultaneously to the other Party.

2. The panel shall deliver its decision to the Parties on the above referenced reasonable period of time within 20 days of the date of submission of the request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties.

Article 18.18. Non-Implementation – Compensation and Suspension of Benefits

1. Where the responding Party considers it has complied with the obligation under Article 18.16.1, it shall notify the complaining Party without delay. The responding Party shall include in the notification a description of any measure it considers achieves compliance sufficient to allow the complaining Party to assess the measure, as well as the date the measure comes into effect, and the text of the measure, if any.

2. If:

(a) following the expiry of the reasonable period of time established in accordance with Article 18.17, there is disagreement between the Parties as to whether the responding Party has eliminated the non-conformity, or

(b) the responding Party has notified the complaining Party that it does not intend to, or that it is impracticable to, eliminate the non-conformity,

the responding Party shall, upon request of the complaining Party, enter into consultations with the complaining Party no later than 15 days after receipt of that request, with a view to developing mutually acceptable compensation.

3. If the Parties fail to agree on compensation within 30 days after the date of receipt of the request for compensation referred to in paragraph 2, or have agreed on compensation but the responding Party has failed to observe the terms and conditions of that agreement, the complaining Party may provide written notice to the responding Party that it intends to suspend benefits equivalent to the level of the nullification or impairment caused by the non- conformity.

4. The notice referred to in paragraph 3 shall specify the level of benefits that the Party intends to suspend and indicate the relevant sector or sectors in which the complaining Party intends to suspend such benefits. The complaining Party may begin suspending benefits 30 days after the date on which it provides notice under paragraph 3 or the date the panel issues its determination under paragraph 9, whichever is later.

5. In considering what benefits to suspend, the complaining Party shall apply the following principles: (a) the complaining Party should first seek to suspend benefits in the same sector or sectors as that in which the panel has determined non-conformity to exist, and (b) if the complaining Party considers that it is not practicable or effective to suspend benefits in the same sector or sectors, it may suspend benefits in a different sector or sectors. In the written notice referred to in paragraph 3, the complaining Party shall indicate the reasons on which its decision to suspend benefits in a different sector or sectors is based.

6. The level of benefits that the complaining Party intends to suspend shall not exceed the level equivalent to the nullification or impairment caused by the non-conformity.

7. The compensation and suspension of benefits shall be temporary measures. Neither compensation nor the suspension of benefits is preferred to full implementation through elimination of the non-conformity. The suspension shall only be applied until such time as the non-conformity is fully eliminated or until a mutually satisfactory solution is reached. 8. If the responding Party considers that:

(a) it has observed the terms and conditions of the compensation agreement;

(b) the level of benefits intended to be suspended is not equivalent to the level of nullification or impairment caused by the non-conformity;

(c) the complaining Party has failed to follow the principles set out in paragraph 5, or

(d) it has eliminated the non-conformity that the panel has determined to exist,

it may, no later than 30 days after the date of the written notice provided by the complaining Party under paragraph 3, request in writing that the original panel be reconvened to consider the matter. The responding Party shall simultaneously deliver its request to the complaining Party.

9. If a request is made pursuant to paragraph 8, the original panel shall reconvene as soon as possible after the date of delivery of the request and shall present its determination to the Parties no later than 60 days after it reconvenes, or if the original panel cannot be reconvened with its original panellists, after the date on which the last panellist is appointed.

10. In the event the panel determines that the level of benefits the complaining Party intends to suspend is not equivalent to the level of nullification or impairment caused by the non-conformity, it shall determine the level of benefits it considers to be of equivalent level of nullification or impairment. In the event the panel determines that the responding Party has observed the terms and conditions of the compensation agreement, the complaining Party shall not suspend concessions or other obligations referred to in paragraph 3. In the event the panel determines that the complaining Party has not followed the principles set out in paragraph 5, the complaining Party shall apply them consistently with that paragraph.

11. Unless the panel has determined that the responding Party has eliminated the non-conformity, the complaining Party may suspend benefits up to the level the panel has determined under paragraph 10 or, if the panel has not determined the level, the level the complaining Party has intended to suspend under paragraph 4.

Article 18.19. Compliance Review

1. Without prejudice to the procedures in Article 18.18, if a responding Party considers that it has eliminated the non-conformity found by the panel, it may refer the matter to the panel by providing a written notice to the complaining Party. The panel shall issue its report on the matter no later than 90 days after the responding Party provides written notice.

2. If the panel determines that the responding Party has eliminated the non-conformity, the complaining Party shall promptly reinstate any benefits suspended under Article 18.18.

Article 18.20. Remuneration and Expenses

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

2. Each Party shall bear its own expenses and legal costs derived from the participation in the panel proceedings.

Article 18.21. Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution to a dispute under this Chapter at any time.

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel procedure shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution immediately or within the agreed time period, as applicable.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 18.22. Time Periods

1. All time periods set out in this Chapter shall be counted in calendar days from the day following the act to which they refer.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

Chapter 19. EXCEPTIONS

Article 19.1. General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 3 (Rules of Origin), Chapter 4 (Customs Administrations and Trade Facilitation), Chapter 5 (Sanitary and Phytosanitary Measures) and Chapter 6 (Technical Barriers to Trade), Article XX of the GATT 1994 and its interpretative note are incorporated into and made part of this Agreement, mutatis mutandis.

2. For the purposes of Chapter 8 (Trade in Services) and Chapter 9 (Digital Trade), Article XIV of the GATS (including its footnotes) is incorporated into and made part of this Agreement, mutatis mutandis.

Article 19.2. Security Exceptions

1. Nothing in this Agreement shall be construed:

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

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

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

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

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

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

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

Article 19.3. Taxation Measures

1. For the purposes of this Article: designated authorities means:

(a) for Chile, the Minister of Finance (Ministro de Hacienda) or an authorised representative of the Minister, and

(b) for the UAE, the Minister of Finance or an authorised representative of the Minister;

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

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

(a) a customs duty as defined in Article 1.3 (General Definitions), or

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

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

3. This Agreement shall apply to taxation measures only to the same extent as does Article III of the GATT 1994.

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

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

Article 19.4. Balance-of-Payments Measures

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

2. Any measure taken for balance-of-payments purposes shall be in accordance with that Party's rights and obligations under the GATT 1994, including the Understanding on the Balance-of-Payments Provisions of the GATT 1994, and Article XII

of the GATS, including on payments, transfers or capital movements, as applicable. A Party shall publish or notify the other Party of any restrictive measures adopted or maintained, or any changes therein, to the extent that it does not duplicate the process under the WTO and the International Monetary Fund.

3. Nothing in this Chapter shall be regarded as altering the rights enjoyed and obligations undertaken by a Party as a party to the Articles of the Agreement of the International Monetary Fund, as may be amended. 1.

Chapter 20. ADMINISTRATION OF THE AGREEMENT

Article 20.1. Joint Committee

1. The Parties hereby establish a Joint Committee.

2. The Joint Committee shall comprise representatives of each Party and be co-chaired by:

(a) for Chile, the Undersecretary of International Economic Relations, or its designee, and

(b) for the UAE, the Minister of State for Foreign Trade, or its designee.

Article 20.2. Procedures of the Joint Committee

1. The Joint Committee shall hold its first meeting within one year of the date of entry into force of this Agreement. Thereafter, the Joint Committee shall meet at least every two years in regular session. The Joint Committee shall also meet in special session without undue delay from the date of a request thereof from either Party.

2. The meetings of the Joint Committee shall take place in person or by any other means as determined by the Parties. Meetings that take place in person shall be held alternately in the territories of the Parties, unless the Parties agree otherwise.

3. The Joint Committee shall establish its own rules of working procedures at its first meeting.

4. The Joint Committee shall adopt its decisions and recommendations by consensus.

Article 20.3. Functions of the Joint Committee

1. The Joint Committee shall:

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

(b) review and assess the results and overall implementation or operation of this Agreement;

(c) consider and recommend to the Parties amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement;

(d) supervise the work of all subcommittees and working groups established under this Agreement;

(e) establish the accession process referred to in Article 21.3.4 (Accession);

(f) establish the Rules of Procedure referred to in Article 18.11.9 (Proceedings of Arbitral Panels), and, if appropriate, amend those Rules, and

(g) establish the Code of Conduct referred to in Article 18.10.5(c) (Composition of Arbitral Panels).

2. The Joint Committee may: (1)

(a) adopt decisions to develop:

(i) the Schedules of Tariff Commitments set out in Annex 2A and Annex 2B;

(ii) the List of Product Specific Rules set out in Annex 3A;

(iii) the Schedules set out in Annex 10 to Chapter 10 (Government Procurement), and

(iv) other provisions of this Agreement that require further implementation, where applicable;

(b) establish, refer matters to, or consider matters raised by, standing or ad hoc subcommittees or working groups;

(c) if requested by either Party, issue interpretations of the provisions of this Agreement, which shall be binding, and (d) carry out any other actions as may be agreed by the Parties.

(1) For Chile, the actions of the Joint Committee may be implemented through executive agreements (acuerdos de ejecución), in accordance with Chilean law.

Article 20.4. Contact Points and Communications

1. Each Party shall designate an overall contact point to facilitate communications between the Parties on any matter covered by this Agreement. Each Party shall notify the other Party in writing of its contact point no later than 60 days after the date of entry into force of this Agreement.

2. All communications between the Parties in relation to this Agreement shall be in the English language.

Chapter 21. FINAL PROVISIONS

Article 21.1. Annexes and Footnotes

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

Article 21.2. Amendments

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

2. Without prejudice to paragraph 1, either Party may submit proposals for amendments to this Agreement to the Joint Committee for consideration and recommendation. Amendments to this Agreement shall, after recommendation by the Joint Committee, be submitted to the Parties.

3. Amendments to this Agreement shall enter into force in the same manner as provided for in Article 21.5, unless otherwise agreed by the Parties.

Article 21.3. Accession

1. This Agreement shall be open for accession by any country or group of countries. Any country or group of countries may accede to this Agreement subject to such terms and conditions as may be agreed between the country or group of countries and the Parties.

2. A country or group of countries may seek to accede to this Agreement by submitting a request in writing through diplomatic channels to the Parties.

3. Subject to the terms and conditions agreed pursuant to paragraph 1, the acceding country or group of countries shall become a Party to this Agreement 90 days after the date of which all the Parties, including the acceding country or group of countries, have notified in writing through diplomatic channels that they have completed their respective applicable internal legal procedures.

4. In addition to this Article, the accession process shall be carried out in accordance with the procedure for accession to be adopted by the Joint Committee.

5. Notwithstanding the above paragraphs, this Article shall not be construed to prevent a Party to this Agreement from entering into bilateral or multilateral negotiations with any country or group of countries who seeks to accede to this Agreement.

Article 21.4. Duration and Termination

1. This Agreement shall be in force for an indefinite period.

2. Either Party may terminate this Agreement by written notification to the other Party, and such termination shall take effect 180 days after the date of the notification.

Article 21.5. Entry Into Force

Unless the Parties agree otherwise, this Agreement shall enter into force 90 days following the date of the last diplomatic note by which the Parties inform each other that they have completed all necessary requirements and internal legal procedures for the entry into force of this Agreement.

Article 21.6. Future Work Programme

1. The Parties shall, within the first year of the entry into force of this Agreement, initiate, on a mutually advantageous basis, negotiations on financial services, including payment and transfer, and trade and environment.

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

3. The Parties reaffirm their commitment to finalise the ongoing negotiations of an agreement on a bilateral investment and expedite the process.

4. The Parties agree to establish a work plan for the protection of geographical indications under this Agreement, while recognising the Parties' different regulatory approaches.

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

DONE at Abu Dhabi, on 29 July 2024, in duplicate, in the English language. The Arabic and the Spanish translation of this Agreement shall be exchanged through diplomatic channels within 60 days after the signature of this Agreement. All texts of this Agreement, including the translation into Arabic and Spanish, shall be equally authentic. In the event of any inconsistency between those texts, the English text shall prevail.

For the Government of the Republic of Chile

For the Government of the United Arab Emirates