UAE-Malaysia Comprehensive Economic Partnership Agreement

PREAMBLE

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

RECOGNISING the strong economic and political ties between the UAE and Malaysia, 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;

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,

HAVE AGREED as follows:

Chapter 1. INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1. General Definitions

For the purposes of this Agreement unless otherwise provided in this Agreement:

(a) Agreement on Agriculture means the Agreement on Agriculture in Annex 1A to the WTO Agreement;

(b) Anti-Dumping Agreement means the Agreement on Implementation of Article VI of the GATT 1994 in Annex 1A to the WTO Agreement;(c)central level of government means:

(i) for the UAE, the federal level of government; and

(ii) for Malaysia, the federal level of government;

(d) Customs Authority means:

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

(ii) for Malaysia, the Royal Malaysian Customs Department;

(e) customs duty means any duty or charge of any kind imposed in connection with the importation of a good, including any form of surtax or surcharge imposed in connection with such importation, but does not include any:(i) charge equivalent to an internal tax imposed in conformity with Article III of theGATT 1994;

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

(iii) 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;

(f) 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;

(g) days means calendar days, including weekends and holidays;

(h) DSU means the Understanding on Rules and Procedures Governing the Settlement ofDisputes in Annex 2 to the WTO Agreement;

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

(j) GATT 1994 means the General Agreement on Tariffs and Trade 1994 in Annex 1A tothe WTO Agreement;

(k) 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 as adopted and administered by the World Customs Organization, set out in the Annex to the International Convention on theHarmonized Commodity Description and Coding System done at Brussels on 14 June1983, as may be amended, adopted and implemented by the Parties in their respectivelaws;

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

(m) Joint Committee means the Joint Committee established pursuant to Article 18.4(Joint Committee) of this Agreement;

(n) measure means any measure, whether in form of a law, regulation, rule, procedure,decision, practice, administrative action, or any other form;

(o) regional level of government means:

(i) for the UAE, each Emirate Members and in accordance with the UAE Constitution; and

(ii) for Malaysia, a State of the Federation of Malaysia in accordance with theFederal Constitution of Malaysia;

(p) Safeguards Agreement means the Agreement on Safeguards in Annex 1A to the WTO Agreement;

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

(r) SME means small and medium-sized enterprises including micro-sized enterprises;

(s) SPS Agreement means the Agreement on the Application of Sanitary andPhytosanitary Measures in Annex 1A to the WTO Agreement;

(t) TBT Agreement means the Agreement on Technical Barriers to Trade in Annex 1A to the WTO Agreement;

(u) territory means:

(i) with respect to Malaysia, its land territory, internal waters and territorial sea, and the air space above such areas, as well as any maritime area situated beyond theterritorial sea as designated or that might in the future be designated under its national law, in accordance with international law, as an area within which Malaysia exercises sovereign rights and jurisdiction with regards to the seabed, subsoil, and superjacent waters to the seabed and subsoil as well as the natural resources; and

(ii) with respect to the UAE, its land territories, internal waters, including its Free Zones, territorial sea, including, the seabed,

and subsoil thereof, and air space over such territories and waters, as well as the contiguous zone, the continental shelf and exclusive economic zone, over which UAE has sovereignty, sovereign rights, or jurisdiction as defined in its laws, and in accordance with international law;

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

(w) WTO means the World Trade Organization; and

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

Article 1.2. 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 1.3. Objectives

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

Article 1.4. 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. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution.

Article 1.5. Regional and Local Governments

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

2. This provision is to be interpreted and applied in accordance with the principles set out in paragraph 12 of Article XXIV of the GATT 1994 and paragraph 3 of Article I of the GATS.

Article 1.6. Transparency

1. Each Party shall publish or otherwise make publicly available their laws, regulations as well as, to the extent possible, their respective international trade agreements which may affect the operation of this Agreement.

2. Without prejudice to Article 1.7, each Party shall respond with reasonable period of time to specific questions and provide, upon request, information to each other on matters referred to in paragraph 1.

Article 1.7. Confidential Information

1. Each Party shall, in accordance with its laws and regulations, maintain the confidentiality of information designated as confidential by the other Party.

2. Nothing in this Agreement shall require a Party to disclose confidential information, the disclosure of which would impede law enforcement of the Party or otherwise be contrary to the public interest or which would prejudice the legitimate commercial interests of any economic operator.

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, use it only for the purposes specified by the Party providing the information and not disclose it without the specific written permission of the Party providing the information.

Chapter 2. TRADE IN GOODS

Article 2.1. Definitions

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

Article 2.2. Scope and Coverage

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

Article 2.3. National Treatment on Internal Taxation and Regulation

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 form part of this Agreement, mutatis mutandis.

Article 2.4. Reduction or Elimination of Customs Duties

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

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

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

Article 2.5. Acceleration or Improvement of Tariff Commitments

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

2. Further commitments between the Parties to accelerate or improving the scope of the elimination of a customs duty on a good (or to include a good in Annex 2 (Schedule of Tariff Commitments) shall supersede any duty rate or staging category determined pursuant to their respective Schedules for that good once approved by each Party in accordance with its applicable legal procedures.

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

Article 2.6. Classification of Goods and Transposition of Schedules

1. The classification of goods in trade between the Parties shall be in conformity with the Harmonized Commodity Description and Coding Systems (HS) and its amendments. Each Party shall ensure consistency in applying its laws and regulations to the tariff classification of originating goods of the other Party.

2. Each Party shall ensure the transposition of its respective schedule in Annex 2A (Malaysia Schedule of Tariff

Commitments) and Annex 2B (UAE Schedule of Tariff Commitments) due to periodic amendments and transposition of the HS Code.

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 Sub-Committee on Trade in Goods.

4. Each Party shall ensure that the transposition of its Schedule of Tariff Commitments under paragraph 3 does not impair or diminish the tariff commitments set out in its Schedule of Tariff Commitments in Annex 2A (Malaysia Schedule of Tariff Commitments) and 2B (UAE Schedule of Tariff Commitments).

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

Article 2.7. Import and Export Restrictions

Except as otherwise provided in this Agreement, neither Party may adopt 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 Article XI of GATT 1994 and its interpretative notes, and to this end Article XI of GATT 1994 and its interpretative notes are incorporated into and made a part of this Agreement, mutatis mutandis.

Article 2.8. Import Licensing

1. Neither Party may adopt nor maintain a measure that is inconsistent with the Import Licensing Agreement (1), which is hereby incorporated into and made part of this Agreement, mutatis mutandis.

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

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

Article 2.9. Customs Valuation

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

Article 2.10. Export Subsidies

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

2.The Parties reaffirm their commitments made in the WTO Ministerial Conference Decision on Export Competition adopted in Nairobi on 19 December 2015, including the elimination of scheduled export subsidy entitlements for agricultural goods.

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

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

Article 2.12. Administrative Fees and Formalities

1. Each Party shall ensure, in accordance with Article VIII:1 of GATT 1994 and its interpretivenotes, that all fees and charges of whatever character (other than import and export duties, chargesequivalent to an internal tax or other internal charges applied consistently with Article III:2 of GATT 1994, and anti-dumping and countervailing duties) imposed on, or in connection with, importation or exportation of goods are limited in amount to the approximate cost of servicesrendered,

which shall not be calculated on an ad valorem basis, and shall not represent an indirectprotection to domestic goods or a taxation of imports or exports for fiscal purposes.

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

Article 2.13. Non-Tariff Measures

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

3. If a Party considers that a non-tariff measure of the other Party is creating an unnecessary obstacle to trade, that Party may nominate such a non-tariff measure for review by the Sub-Committee on Trade in Goods by notifying through written request letter, which shall be submitted at least 30 days before the date of the next scheduled meeting of the Sub-Committee on Trade in Goods. A nomination of a non-tariff measure for review shall include reasons for its nomination, how the measure adversely affects trade between the Parties, and if possible, suggested solutions. The Sub-Committee on Trade in Goods shall immediately review the measure with a view to securing a mutually agreed solution to the matter. Review by the Sub-Committee on Trade in Goods is without prejudice to the Parties' rights under Chapter 16 (Dispute Settlement).

Article 2.14. State Trading Enterprises

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

Article 2.15. Temporary Admission of Goods

1. Each Party shall, in accordance with its respective domestic law, grant temporary admissionfree of customs duties for the following goods imported from the other Party, regardless of theirorigin:(a)professional and scientific equipment, including their spare parts, and includingequipment for the press or television, software, and broadcasting and cinematographicequipment, that are necessary for carrying out the business activity, trade, or professionof a person who qualifies for temporary entry pursuant to the laws of the importingParty;

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

(c) commercial samples and advertising films and recordings;

(d) goods admitted for sports purposes;

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

(f) goods entered for completion or processing.

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

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

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

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

(c) be capable of identification when exported;

(d) be exported in accordance with the time period granted for temporary admission in accordance with its domestic law

related to the purpose of the temporary admission;

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

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

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

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

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

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

Article 2.16. Goods Re-Entered after Repair or Alteration

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

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

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

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

(b) transforms an unfinished good into a finished good; or(c)results in a change of the classification at a six-digit level of the Harmonized System (HS).

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

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

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

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

Article 2.18. Sub-Committee on Trade In Goods

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 3. TRADE REMEDIES

Article 3.1. Scope

1. With respect to the UAE, this Chapter shall apply to investigations and measures that aretaken under the authority of the Ministry of Economy, or its successor.

2. With respect to Malaysia, this Chapter shall apply to investigations and measures that aretaken under the authority of the Ministry of Investment Trade and Industry, or its successor.

3. This Chapter applies to trade remedy measures adopted or maintained by a Party affectingtrade in goods among the Parties.

Section A. BILATERAL SAFEGUARD MEASURES

Article 3.2. Definitions

For the purposes of this Section:

(a) bilateral safeguard measure or safeguard measures means a transitional bilateralsafeguard measure or measures described in Article 3.3;

(b) domestic industry means with respect to an imported product, the producers as a whole of the like or directly competitive product or those producers whose collective production of the like or directly competitive product constitutes a major proportion of the total domestic production of such product;

(c) provisional measure means a provisional bilateral safeguard measure described in Article 3.6;

(d) serious injury means a significant overall impairment in the position of a domestic industry;

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

(f) transition period, in relation to a particular product, means the period from the entry into force of this Agreement until two years after the date on which the customs dutyon that product is to be reduced or eliminated in accordance with Annex 2A (Schedule of Tariff Commitments).

Article 3.3. Application of Bilateral Safeguard Measures

During the transition period, if as a result of the reduction or elimination of a customs duty pursuant to this Agreement, an originating product of a Party is being imported into the other Party's territory in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to cause or threaten to cause serious injury to the domestic industry producing like or directly competitive products, the other Party may, to the extent necessary to prevent or remedy serious injury and facilitate adjustment, apply a bilateral safeguard measure consisting of:

(a) the suspension of the further reduction of any rate of customs duty provided for under this Agreement on the originating product from the date on which the safeguard measure is applied; or

(b) an increase of the rate of customs duty on the originating product to a level not toexceed the lesser of -

(i) the most-favoured-nation (hereinafter "MFN") applied rate of duty on the good in effect at the time the measure is applied; or

(ii) the MFN applied rate of customs duty in effect on the day immediately preceding the date of entry into force of this Agreement.

Article 3.4. Scope and Duration of Bilateral Safeguard Measures

1. A Party shall apply a bilateral safeguard measure for such period of time as may be necessary to prevent or remedy serious injury and to facilitate adjustment. A Party may apply a bilateral safeguard measure for an initial period of no longer than two years. The period of a bilateral safeguard measure may be extended by up to one year provided that the conditions of this Chapter are met and that the bilateral safeguard measure continues to be applied to the extent necessary to prevent or remedy serious injury and that there is evidence that the industry is adjusting. The total period of a bilateral safeguard measure, including any extensions thereof, shall not exceed three years.

2. Regardless of its duration or whether it has been subject to extension, a bilateral safeguard measure on a product shall terminate at the end of the transition period for such product. No new bilateral safeguard measure may be applied to a product after the end of the transition period.

3. In order to facilitate adjustment in a situation where the proposed duration of a bilateral safeguard measure is over one year, the Party applying the bilateral safeguard measure shall progressively liberalise it at regular intervals during the application of the bilateral safeguard measure, including at the time of any extension.

4. A Party shall not apply a final bilateral safeguard measures again on the same originating product during the transition period.

5.On the termination of a bilateral safeguard measure, the Party that applied the bilateralsafeguard measure shall apply the rate of customs duty in effect as set out in its Tariff Schedule asspecified in Annex 2A (Schedule of Tariff Commitments) on the date of termination as if thebilateral safeguard measure had never been applied.

Article 3.5. Investigation

1.A Party may apply or extend a bilateral safeguard measure only following an investigation by the Party's investigating authorities in accordance with the same procedures as those providedfor in Articles 3 and 4.2(c) of the Safeguards Agreement. Articles 3 and 4.2(c) of the Safeguards Agreement are incorporated into and made a part of this Agreement, mutatis mutandis.

2. The investigation shall include reasonable public notice to all interested parties and public hearings or other appropriate means in which importers, exporters and other interested parties could present evidence and their views, including the opportunity to respond to the presentations of other parties and to submit their views, inter alia, as to whether or not the application of a bilateral safeguard measure would be in the public interest.

3. An investigation shall as far as possible be completed within one year. Upon completion of an investigation, the investigating authorities shall promptly publish a summary of the reasonsleading to the imposition of the bilateral safeguard measures.

Article 3.6. Provisional Measures

1. In critical circumstances where delay would cause damage which would be difficult to repair, a Party may apply a provisional measure, which shall take the form of the measure set out Article 3.3, pursuant to a preliminary determination that there is clear evidence that increased imports ofan originating product of the other Party as a result of the reduction or elimination of a duty pursuant to this Agreement have caused or are threatening to cause serious injury.

2.The duration of any provisional measure shall not exceed 200 days, during which period thepertinent requirements of Articles 3.5.1 and 3.5.2 shall be met. The duration of any suchprovisional measure shall be counted as part of the total period referred to in Article 3.4.

3. Any additional duties collected as a result of such provisional measure shall be promptly refunded if the subsequent investigation referred to in Article 3.5 does not determine that increasedimports of an originating product of the other Party have caused or threatened to cause serious injury to a domestic industry. In such a case, the Party that applied the provisional measure shall apply the rate of customs duty set out in its Tariff Schedule in Annex 2A (Schedule of Tariff Commitments) as if the provisional measure had never been applied.

Article 3.7. Notification and Consultation

1. A Party shall promptly notify the other Party, in writing, upon:

(a) initiating an investigation under Article 3.5;

(b) making a finding of serious injury or threat thereof caused by increased imports of an originating product of the other Party as a result of the reduction or elimination of a customs duty on the product pursuant to this Agreement;

(c) taking a decision to apply or extend a safeguard measure, or to apply a provisional measure; and

(d) taking a decision to progressively liberalise a bilateral safeguard measure previously applied.

2. A Party shall provide to the other Party a copy of the public version of the report of its investigating authorities required under Article 3.5.1.

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

(a) the reason for the initiation of the investigation;

(b) a precise description of an originating product subject to the investigation and its subheading or more detailed level of the Harmonized System;

(c) the period subject to the investigation; and

(d) the date of initiation of the investigation.

4. A written notice referred to in subparagraphs 1(b) through (d) shall include:

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

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

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

(d) the proposed date of the introduction of the bilateral safeguard measure, its expected duration, and, if applicable, a timetable for the progressive liberalisation of the bilateral safeguard measures referred to in Article 3.4.3; and

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

5. A Party proposing to apply or extend a bilateral safeguard measure shall provide adequate opportunity for prior consultations with the other Party, with a view to, inter alia, reviewing the information provided under paragraph 4, exchanging views on the bilateral safeguard measure and reaching an agreement on compensation as set forth in Article 3.8.

6. Where a Party applies a provisional measure referred to in Article 3.6, on request of the other Party, consultations shall be initiated immediately after such application.

7. The provisions on notification in this Article shall not require a Party to disclose confidential information, the disclosure of which would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of particular enterprises, public or private.

Article 3.8. Compensation

1. No later than 30 days after it applies a bilateral safeguard measure, a Party shall provide an opportunity for the other Party to consult with it regarding appropriate trade liberalising compensation in the form of concessions having substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the measure. The applying Party shall provide such compensation as the Parties mutually agree.

2. If the Parties are unable to reach agreement on compensation within 30 days of the commencement of the consultations, the Party against whose originating good the measure is applied may suspend the application of concession with respect to originating good of the applying party that have trade effect substantially equivalent to the bilateral safeguard measure.

3. The Party exercising the rights of suspension may suspend the application of concession only for the minimum period necessary to achieve the substantially equivalent effect.

4. A Party shall notify the other Party in writing at least 30 days before suspending concessions under paragraph 2.

5. The right of suspension referred to in paragraph 2 shall not be exercised for the first two years during which a bilateral safeguard measure is in effect, provided that the bilateral safeguard measure has been taken as a result of an absolute increase in imports.

Section B. GLOBAL SAFEGUARD MEASURES

1. Each Party retains its rights and obligations under Article XIX of 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 GATT 1994 and the Safeguards Agreement.

2. Neither Party shall apply, with respect to the same product, at the same time:

(a) a bilateral safeguard measure as provided in Article 3.3; and

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

3. Where, as a result of global safeguard measure, a safeguard duty is imposed, the margin of preference, in accordance with Annex 2A (Schedule of Tariff Commitments), shall be maintained.

4. A Party taking a global safeguard measure shall exclude imports of an originating good of the other Party as long as its share of imports of the product concerned in the importing Party does not exceed three per cent of total imports of the concerned product, provided that its share collectively with other developing countries with less than three per cent import account for not more than nine per cent of total imports of the product concerned. (1)

(1) For greater clarity for this application of this paragraph, Malaysia and UAE mutually acknowledge their own self-declared status as developing countries without prejudices to either Party modifying self-declared status.

Section C. ANTI-DUMPING AND COUNTERVAILING MEASURES

Article 3.10. Anti-Dumping and Countervailing Measure

1. The Parties reaffirm their rights and obligations under the provisions of Article VI and Article XVI of GATT 1994; Anti-Dumping Agreement and SCM Agreement and the importance of promoting transparency.

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

3. When the investigating authority of a Party receives a written application by or on behalf of its domestic industry for the initiation of an anti-dumping investigation in respect of a product from the other Party, the former Party shall notify the other Party of the application as far in advance of the initiation of such investigation.

4. The Parties shall make the notifications under Article 12 of Anti-Dumping Agreement and cover letters related to mentioned notifications in English.

5. As soon as possible after accepting an application for a countervailing duty investigation in respect of a product of the other Party, and in any event before initiating an investigation, the Party shall provide written notification in English of its receipt of the application to the other Party and invite the other Party for consultations with the aim of clarifying the situation as to the matters referred to in the application and arriving at a mutually agreed solution.

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

7. The known interested parties should be granted the right to express their views during anti-dumping and anti-subsidy investigations in accordance with the conditions of each Party's internal legislation.

8. Should a Party decide to impose provisional or definitive anti-dumping or countervailing duty, the amount of such duty shall not exceed the margin of dumping or amount of the countervailable subsidy, but it should be less than that margin if, pursuant to the Party's internal legislation, such a lesser duty is in accordance would be adequate to remove the injury to the domestic industry.

9. The Party whose goods are subject to anti-dumping or countervailing measures imposed by the other Party has the right to request consultations in order to discuss the impact of thesemeasures on bilateral trade.

Section D. COOPERATION ON TRADE REMEDIES

Article 3.11. Cooperation on Trade Remedies

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

Section E. DISPUTE SETTLEMENT

Article 3.12. Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter, except Section A on bilateral safeguard measure of this Chapter.

Chapter 4. CUSTOMS PROCEDURES AND TRADE FACILITATION

Article 4.1. Definitions

For the purpose of this Chapter:

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

(b) Customs Administration means the Federal Authority of Identity, Citizenship, Customs, and Port Security for the UAE, and the Royal Malaysian Customs Department for Malaysia;

(c) customs laws means the provisions implemented by legislations and regulations concerning the importation, exportation, transit of goods or any other customs procedures whether relating to customs duties, taxes or any other charges collected by the Customs Administrations, or to measures for prohibition, restriction, or controlenforced by the Customs Administrations;

(d) Customs Mutual Assistance Agreement (CMAA) means the agreement that further enhances customs cooperation and exchange of information between the parties tosecure and facilitate lawful trade;

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

(f) Mutual Recognition Arrangement (MRA) means the arrangement between theParties that mutually recognise AEO authorisations that has been properly granted byone of the Customs Administrations; and

(g) persons means both natural and legal person, unless the context otherwise requires.

Article 4.2. Scope

This Chapter applies, in accordance with the Parties' respective domestic laws, policies, rules and regulations, to customs procedures applied for the clearance of goods traded between the Parties.

Article 4.3. General Provisions

1. Each Party shall ensure that its customs procedures and practices are predictable, consistent,transparent, non-discriminatory and facilitate trade including through the expeditious clearance ofgoods.

2.Customs procedures of the Parties shall, where possible and to extent permitted by their respective customs laws, conform to the standards and recommended practices of the WCO.

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

Article 4.4. Publication and Availability of Information

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

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

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

4. Each Party shall, to the extent practicable, and in a manner consistent with its domestic law and legal system, ensure that new or amended laws and regulations of general application related to the movement, release, and clearance of goods, including goods in transit, are published or information on them made otherwise publicly available, as early as possible before their entry intoforce, so that interested parties have the opportunity to become acquainted with the new or amended laws and regulations. Such information and publications shall be available in the Englishlanguage, to the extent possible.

Article 4.5. Risk Management

The Parties shall adopt a risk management approach in its customs activities based on its identified risk of goods, in order to facilitate the clearance of low-risk consignments, while focusing its inspection activities on high-risk goods.

Article 4.6. Paperless Communications

1. For the purposes of facilitating bilateral exchange of international trade data and expediting procedures for the release of goods trade facilitation, each Party shall endeavour to provide anelectronic environment that supports business transactions between its Customs Administrationand their trading entities.

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

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

Article 4.7. Advance Rulings

1. In accordance with its domestic laws and regulations, the customs administration of the Parties upon a request shall issue in a reasonable time-bound manner to a person, prior to theimportation of a good into their territory based on a request

containing all the necessary information for an advance ruling, in relation to:

(a) tariff classification;

(b) origin of goods; or

(c) the principles to be adopted for the purpose of determination of the value of goods, in accordance with the application of the provisions set forth in the Customs Valuation Agreement.

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

3. The advance ruling issued by the Party shall be binding to the person to whom the ruling isissued only.

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

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

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

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

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

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

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

7. Each Party shall provide that any modification or revocation of an advance ruling shall beeffective on the date on which the modification or revocation is issued, or on such later date as may be specified therein and shall not be applied to importations of a good that have occurred priorto that date unless the person to whom the advance ruling was issued has not acted in accordancewith its terms and conditions.

8. Notwithstanding paragraph 3, the issuing Party may postpone the effective date of themodification or revocation of an advance ruling for a reasonable period of time and in accordancewith each Party's national procedures on advance rulings, where the person to whom the advance ruling was issued demonstrates that he has relied in good faith to his detriment on that ruling.

Article 4.8. Penalties

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

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

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

4. Each Party shall ensure that it maintains measures to avoid conflicts of interest in theassessment and collection of penalties and duties. No portion of the remuneration of a government official shall be calculated as a fixed portion or percentage of any penalties or duties assessed orcollected.

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

Article 4.9. Release of Goods

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

trade.

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

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

(b) provide as appropriate, for the electronic submission and processing of import documentation and information, including manifests, prior to the arrival of the goodsin order to expedite the release of goods from customs control upon arrival;

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

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

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

4. 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 ofentry 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.

Article 4.10. Authorized Economic Operators

In order to facilitate trade and enhance compliance and risk management between them, the Parties shall endeavour to mutually conclude an AEO MRA.

Article 4.11. Border Agency Cooperation

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

Article 4.12. Express Shipments

Each Party shall adopt or maintain expedited customs procedures for goods entered through air cargo facilities while maintaining appropriate customs control and selection. These procedures shall:

(a) provide for information necessary to release an express shipment to be submitted andprocessed before the shipment arrives;allow a single submission of information covering all goods contained in an express shipment such as a manifest through, if possible, electronic means; (1)

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

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

(c) 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;

(d) 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

(e) provide that, under normal circumstances, no customs duties will be assessed onexpress 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, forrestricted or controlled goods, such as goods subject to import licensing or similar requirements.

Article 4.13. Review and Appeal

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

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

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

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

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

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

Article 4.14. Customs Cooperation

1.With a view to further enhancing customs cooperation through the exchange of informationand the sharing of best practices to secure and facilitate lawful trade, the Customs Administrationsof the Parties will endeavour to conclude and sign a CMAA.

2.The Parties shall, for the purposes of applying customs legislations and to give effect to the provisions of this Agreement, endeavour to -

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

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

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

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

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

Article 4.15. Confidentiality

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

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

Article 4.16. Subcommittee on Customs Procedures and Trade Facilitation

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

Chapter 5. TECHNICAL BARRIERS TO TRADE

Article 5.1. Objectives

The objective of this Chapter is to facilitate trade, including by eliminating unnecessary technical barriers to trade, enhancing transparency, and promoting greater regulatory cooperation and good regulatory practices.

Article 5.2. Scope

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

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

(a)purchasing specifications prepared by a governmental body for its production or consumption requirements which are covered by Chapter 11 (Government Procurement); or

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

Article 5.3. Affirmation and Incorporation of the TBT Agreement

The Parties affirm their existing rights and obligations with respect to each other under the TBT Agreement which is incorporated into and made part of this Agreement, mutatis mutandis, other than Articles 7 and 8 of the TBT Agreement.

Article 5.4. 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 theCommittee on Principles for the Development of International Standards, Guides andRecommendations 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/Rev15) and any subsequent version thereof.

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

Article 5.5. 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 negotiate arrangements for achieving the equivalence of technical regulations.

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

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

Article 5.6. 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) recognising 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 conformityassessment bodies;

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

(d) accepting 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 as mutually agreed by the Parties

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

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

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

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

Article 5.7. Cooperation

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

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

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

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

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

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

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

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

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

(d) exchange of market surveillance information where appropriate.

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

Article 5.8. 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 notified to the WTO, a Party shall:

(a) give appropriate consideration to the comments received from the other Party; and

(b) upon request of the other Party, provide written answers to the commentsmade by the other Party.

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

Article 5.9. Contact Points

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

(a) For Malaysia: the Department of Standards Malaysia, or its successor; and

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

2. Each Party shall ensure that its contact point facilitate the exchange of information between the Parties on standards, technical regulations and conformityassessment procedures in response to all requests related to this chapter for such information from the other Party.

3. Each Party shall promptly notify the other Party of any change of its ContactPoint.

Article 5.10. 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 to such a request within 60 days.

2. All communication between the Parties on any matter covered by this Chapter shall be conducted through the Contact Points designated under Article 5.9.

3. On request of a Party for technical discussions on any matter arising under this Chapter, the Parties shall endeavour, to the extent practicable, to enter into technical discussions by notifying the Contact Points designated under Article 5.9. Technical discussions may be conducted via any means agreed by the Parties.

Chapter 6. SANITARY AND PHYTOSANITARY MEASURES

Article 6.1. Definitions

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

2. In addition, for the purposes of this Chapter:

(a) Competent Authority means a government body of each Party responsible for measures and matters referred to in this Chapter;

(b) Contact Point means the government body of each Party that is responsible for the implementation and coordination of this Chapter; and

(c) emergency measure means a sanitary or phytosanitary measure that is applied by the importing Party to a good of the exporting Party to address an urgent problem of human, animal, or plant life or health protection that arises or threatens to arise in the importing Party.

Article 6.2. Objectives

The objectives of this Chapter are to:

(a) protect human, animal, and plant life or health while facilitating trade;

(b) enhance cooperation, communication, and transparency between the Parties; and

(c) ensure that the Parties' sanitary and phytosanitary measures are based on scientific principles and do not create unjustified barriers to trade.

Article 6.3. Scope

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

2. Nothing in this Chapter prevents a Party from adopting or maintaining halal requirements for food and food products in accordance with their respective laws and regulations.

Article 6.4. General Provisions

The Parties affirm their rights and obligations under the SPS Agreement.

Article 6.5. Contact Points and Competent Authorities

1. Upon the entry into force of this Agreement, each Party shall designate a Contact Point or Contact Points to facilitate communication on matters covered by this chapter and promptly notify the other Party no later than 30 days after the entry into force of this Agreement.

2. For the purposes of implementing this Chapter, the Competent Authorities of the Parties shall be those listed in Annex 6A (Competent Authorities).

3. Each Party shall notify the other Party of any changes to the Contacts Points or Competent Authorities and of any significant changes in the structure, organisation, and division of responsibility within its Contact Points or Competent Authorities.

Article 6.6. Technical Consultations

1. The Parties will, without undue delay, address any specific SPS matters and commit to carry out the necessary technical level discussions in order to resolve any such issue.

2. At any time, a Party may raise a specific SPS matters with the other Party through the Competent Authorities, as listed in Annex 6A (Competent Authorities), and may request additional information related to the issue. The other Party shall respond in a timely manner.

3. If an issue is not resolved through the information exchanged under paragraph 2 and Article 6.9, upon request of either Party through its contact point, the Parties shall meet in a timely manner to discuss the specific SPS issue, to avoid a disruption in trade, or to reach a mutually acceptable solution. The Parties shall meet either in person or using available technological means. If travel is required, the Party requesting the meeting shall travel to discuss the specific SPS matters in the territory of the other Party, unless otherwise agreed.

Article 6.7. Equivalence

1. The Parties recognise that the principle of equivalence as provided for under Article 4 of the SPS Agreement has mutual benefits for both exporting and importing countries.

2. The Parties shall take into account the procedures for determining the equivalence of sanitary and phytosanitary measures based on international standards, guidelines and recommendations by relevant international standard-setting bodies in accordance with Annex A of the SPS Agreement,mutatis mutandis.

3. The fact that an exported product achieves compliance with sanitary and phytosanitary measures or standards that have been accepted as equivalent to sanitary and phytosanitary measures and standards of the importing Party shall not remove the need for that product to comply with any other relevant mandatory requirements of the importing Party.

Article 6.8. Emergency Measures

1. If a Party adopts an emergency measure that is necessary for the protection of human, animal, or plant life or health, that Party shall promptly notify the other Party of that measure through the relevant Contact Point and the Competent Authority referred to in Article 6.5. The Party adopting the emergency measure shall take into consideration any information provided by the other Party in response to the notification and, upon request of the other Party, consultations between the Competent Authorities shall be held within 14 days of the notification unless the Parties agree otherwise.

2. The importing Party shall consider information provided by the exporting Party in a timely manner when making decisions with respect to consignments that, at the time of adoption of the emergency measure, are being transported between the Parties.

3. If a Party adopts an emergency measure, it shall review the scientific basis of that measure within six months and make available the results of the review to the other Party on request. If the Party maintains the emergency measure after the review because the reason for its adoption remains, the Party should review the measure periodically.

Article 6.9. Transparency and Exchange of Information

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

2. In implementing this Article, each Party shall take into account relevant guidance of the WTO SPS Committee and 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 WTO SPS notification submission system as a means of notification.

4. The Parties shall exchange information on proposed or actual sanitary and phytosanitary measures which affect or are likely to affect trade between them and relating to each Party's SPS regulatory system and to the extent that any Party desires to provide written comments on a proposed sanitary and phytosanitary measure by the other Party, the Party shall provide those comments in a timely manner.

5. 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.

6. Each Party shall notify the other Party of final sanitary or phytosanitary measures through the WTO SPS notification submission system. Each Party shall ensure that the text or the notice of a final sanitary or phytosanitary measure specifies the date on which the measure takes effect and the legal basis for the measure. Each Party shall publish, preferably by electronic means, notices of final sanitary or phytosanitary measures.

7. An exporting Party shall notify the importing Party through the Contact Points established under Article 6.5 in a timely and appropriate manner if it has knowledge of:

(a) a significant or urgent situation of a sanitary or phytosanitary risk 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.

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

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

Article 6.10. Cooperation

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

2. The Parties shall explore opportunities for further cooperation, collaboration and information exchange between the Parties on sanitary and phytosanitary matters of mutual interest related to the implementation of the SPS Agreement, consistent with this Chapter. Those opportunities may include trade facilitation initiatives and technical assistance.

3. The Parties may promote cooperation on matters related to the implementation of the SPS Agreement, and in relevant international standard-setting bodies such as the Codex Alimentarius Commission, the International Plant Protection Convention (IPPC) and the World Organization for Animal Health (WOAH), as appropriate.

4. If there is mutual interest, the Competent Authorities of the Parties are encouraged to:

(a) share best practices; and

(b) cooperate on joint scientific data collection.

Article 6.11. Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 7. RULES OF ORIGIN

Article 7.1. Definitions

For the purposes of this Chapter:

(a) 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;

(b) Competent Authority means:

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

(ii) for Malaysia, the Ministry of Investment, Trade and Industry or any other agency notified from time to time;

(c) customs value means the value as determined in accordance with the Customs Valuation Agreement;

(d) consignment means goods 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;

(e) 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;

(f) goods mean any merchandise, article, material or any product that 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;

(g) manufacture means any kind of working or processing, including assembly orspecific operations;

(h) material means any ingredient, raw material, compound or part used in the productionof a good;

(i)non-originating goods or non-originating material means goods or materials that do not qualify as originating in accordance with this Chapter;

(j) originating goods or originating material means goods or materials that qualify as originating in accordance with this Chapter; and

(k) production means methods of obtaining goods including manufacture, growing, raising, mining, harvesting, fishing, aquaculture, trapping, hunting.

Section A. ORIGIN DETERMINATION

Article 7.2. Originating Goods

1. For the purpose of implementing this Agreement, goods shall be deemed originating in territory of a Party, if the goods are -

(a) wholly obtained there in accordance with Article 7.3;

(b) produced there exclusively from originating materials; or

(c) obtained there incorporating materials which have not been wholly obtained there provided that such materials have undergone sufficient working or processing there in accordance with Article 7.42. In each case provided in paragraph 1, the goods shall satisfy all other applicable requirements of this Chapter.

Article 7.3. Wholly Obtained Goods

For the purposes of Article 7.2.1 (a), the following goods shall be deemed to be wholly obtained or produced in the territory of a Party:

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

(b) live animals born and raised there;

(c) goods obtained from live animals there;

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

(e) goods obtained by hunting, trapping, collecting, capturing, fishing or aquaculture conducted there;

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

(g) goods made on board a factory ship registered, recorded, listed or licensed with a Party and flying its flag, exclusively from goods referred to in subparagraph (h);

(h) goods, other than goods of sea fishing and other marine goods, 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 has the right to exploit such seabed, ocean floor, or subsoil in accordance to international law;

(i) raw materials recovered from used goods collected there, which can no longer perform their original purpose and are fit only for the recovery of raw materials;

(j) wastes and scraps resulting from utilization, consumption or manufacturing operations conducted there provided that such goods are fit only for the recovery of raw materials; and

(k) goods produced or obtained there exclusively from goods referred to in subparagraphs (a) through (j).

Article 7.4. Sufficient Working or Processing

1.For the purposes of Article 7.2 (1)(c), a good shall be considered to have undergone sufficient working or processing and shall deemed to be originating in a Party when the good satisfy 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; or

(b) a Qualifying Value Content (QVC) not less than 35% of the Ex-Works value; or

(c) For goods that fall within the HS codes included in the list of Product Specific Rules (PSR) in Annex 3A (Product Specific Rules), the goods shall satisfy the specific rule pertaining to them detailed therein.

2. For the purposes of paragraph 1, the QVC shall be calculated as follows:

QVC = Ex-Works Price - V.N.M. / Ex-Works Price * 100

where:

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

Ex-Works Price 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;

value of non-originating materials (V.N.M.) means:

(a) the customs value at the time of importation of the non-originating materials used, inclusive of freight and insurance costs incurred in transporting the material to the importation port in the territory of the Party where the producer of the good is located or, if this is not known and cannot be ascertained, the first ascertainable price paid for the materials in the exporting Party.

(b) Where the producer of a good acquires non-originating materials in the territory of the Party where the producer is

located, 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 7.5. Intermediate Goods

If a good which has obtained originating status in a Party in accordance with Article 7.4 is used as a material in the manufacture of another good, no account shall be taken of the non-originating materials which may have been used in its manufacture.

Article 7.6. 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 of a Party that does not undergo processing beyond the insufficient working or processing operations listed in Article 7.8 in the other Party shall retain its originating status of the former Party.

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

Article 7.7. Tolerance

1. Notwithstanding Article 7.4, 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 20% of the Ex-Works price of the good.

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

Article 7.8. Insufficient Working or Processing

1. Whether or not the requirements of Article 7.4 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 goods in good condition during transport and storage such as drying, freezing, ventilation, chilling and like operations;

(c) sifting, 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 packaging operations;

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

(i) simple assembly of parts of goods to constitute a complete good or disassembly of goods 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

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

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

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

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

Article 7.9. Indirect Materials

In order to determine whether a good is an originating good, no account shall be taken of the origin of the following which might be used in its manufacture:

(a) energy and fuel;

(b) plant and equipment;

(c) machines and tools; and

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

Article 7.10. 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, for goods that are subject to QVC requirement, the value of the accessories, spare parts, tools and instructional or other information materials shall be taken into account as originating or non-originating materials, as the case may be, in calculating the qualifying value content of the goods.

Article 7.11. 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 Harmonized System, 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.

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

Article 7.12. Unit of Qualification

The unit of qualification for the application of the provisions of this Chapter shall be the particular goods which are considered as the basic unit when determining classification using the nomenclature of the Harmonized System. Accordingly, it follows that -

(a) when a good composed of a group or assembly of articles is classified under a single heading, the whole constitutes the unit of qualification;

(b) when a consignment consists of a number of identical goods classified under the same heading, each good shall be taken individually into account when determining whether it qualifies as an originating good.

Article 7.13. 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 7.14. 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 7.15. Sets of Goods

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

Section B. TERRITORIALITY AND TRANSIT

Article 7.16. Principle of Territoriality

1. The conditions for acquiring originating status set out in Article 7.2 must be fulfilled without interruption in the territory of the Party concerned.

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 Authority that -

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

(b) they have not undergone any operation beyond that necessary to preserve them in good condition while in that non-party or while being exported.

3. The acquisition of originating status set out in Article 7.2 shall not be affected by working or processing done outside a Party on materials exported from this Party and subsequently re-imported there, provided -

(a) the said materials are wholly obtained in the exporting Party or have undergone working or processing beyond the operations referred to in Article 7.8 prior to being exported; and

(b) it can be demonstrated to the satisfaction of the Customs Authority 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 this Article does not exceed 15% (1) of the Ex-Works price of the end goods for which originating status is claimed.

(1) The Joint Committee may agree to review and modify the percentage of total added value set out in Article 7.16 (3)(b)(ii).

4. For the purposes of paragraph 3, the conditions for obtaining originating status set out in Section A shall not apply to working or processing done outside the exporting Party. However, where a QVC rule is applied in determining the originating status of the end good, the total added value incorporated in the territory of the exporting Party, taken together with the total added value acquired outside this Party by applying this Article, shall not exceed the stated QVC percentage.

5. Paragraphs 3 and 4 shall not apply to goods which do not fulfil the conditions set out in Article 7.4 or which can be considered sufficiently worked or processed only if the general tolerance of Article 7.7 is applied.

6. Factual information relevant to this Article will be indicated in the Certificate of Origin, in accordance with Annex 7B (Certificate of Origin).

7. For the purposes of applying paragraph 3 (b)(ii), "total added value" shall be taken to mean all costs arising outside the exporting Party, including the value of the materials incorporated there.

8. Any working or processing of the kind covered by this Article and done outside the exportingParty shall be done under the outward processing arrangements, or similar arrangements.

Article 7.17. 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 non-parties, provided that the good -

(a) remained under customs or relevant authorities control in the territory of the non-party or non-parties of transit or storage; and

(b) has not undergone any operation there other than unloading, reloading, adding or affixing labels to ensure compliance with specific domestic requirements of the importing Party, splitting of consignments, or any operation required to keep them in good condition, all of which shall be carried out under Customs Authority or relevant authorities' supervision in the non-party of transit or storage.

3. An importer shall upon request supply appropriate evidence to the Customs Authority of the importing Party demonstrating that the goods remained under customs supervision in the non-party or non-parties of transit or storage, and notably by -

(a) contractual transport documents such as bills of lading;

(b) factual or concrete evidence based on marking or numbering of packages;

(c) a certificate of non-manipulation provided by the Customs Authority of the non-party or non-parties of transit or splitting, or any other documents demonstrating that the goods remained under customs supervision in the non-party or non-parties of transit or splitting; or(d)any evidence related to the goods themselves.

Article 7.18. Free Economic Zones or Free Zones

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

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

Article 7.19. Third Party Invoicing

1. The Customs Authority in the importing Party shall not deny a claim for preferential tariff treatment 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, if known, shall appear in the appropriate field as detailed in Annex 7B (Certificate of Origin) or, in the case of an origin declaration made out by an approved exporter as per Article 7.23, on the origin declaration.

Section C. ORIGIN CERTIFICATION

Article 7.20. 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 a Proof of Origin.

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

(a) a paper format certificate of origin issued by a Competent Authority as per Article 7.21;

(b) an Electronic Certificate of Origin (E-Certificate) issued by a Competent Authority and exchanged by a mutually developed electronic system as per Article 7.22; or

(c) an origin declaration made out by an approved exporter as per Article 7.23.

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 7.21. Certificate of Origin In Paper Format

1.A Certificate of Origin in paper format shall -

(a) be in standard A4 white paper as per the attached Form set out in Annex 7B (Certificate of Origin);

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

(c) may cover one or more goods under one consignment; and(d)be in a printed format or such other medium including electronic format.

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

3. A Certificate of Origin shall bear an official 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 7.22. Electronic Data Origin Exchange System

For the purposes of Article 7.20.2(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. At every meeting of the Sub Committee on Trade in Goods, the Parties shall review their readiness to implement the Electronic Data Origin Exchange System.

Article 7.23. Origin Declaration

1. For the purposes of Article 7.20.2 (c) the Parties shall, within one year from the date of entry into force of this Agreement, implement provisions allowing each Competent Authority to recognize an origin declaration made by an approved exporter.

2. The Customs Authority or Competent Authority of the exporting Party may authorise any exporter (hereinafter referred to as "approved exporter") who exports goods under this Agreement, to make out Origin Declarations, a specimen of which appears in Annex 7C (Origin Declaration), irrespective of the value of the goods concerned.

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

4. The Customs Authority or Competent Authority of the exporting Party may grant the status of approved exporter, subject to any conditions which they consider appropriate.

5. The Customs Authority or Competent Authority of the exporting Party shall share or publish the list of approved exporters and periodically update it.

6. An Origin Declaration 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 goods 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 Authority or 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.

Article 7.24. 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 authorised representative, in accordance with the domestic regulations of the exporting Party.

2. The exporter applying for the issuance of a Certificate of Origin shall be prepared to submit at any time, 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; and

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

Article 7.25. 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 1 year from the date of shipment, in which case it is necessary to indicate "Issued Retroactively" in the appropriate field as detailed in Annex 7B (Certificate of Origin).

3. The provisions of this Article shall be applied to goods which comply with the provisions of this Agreement, and which on the date of 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 Authority of the importing Party, within six months from the date of entry into force of this Agreement, 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 7.17.

Article 7.26. Loss of the Certificate of Origin

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 7B (Certificate of Origin). The certified true copy of a Certificate of Origin shall be issued within the same validity period of the original Certificate of Origin.

Article 7.27. Importation by Instalments

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

Article 7.28. 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 7B (Certificate of Origin). The validity of the replacement certificate will be the same as the original.

Article 7.29. 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 purpose 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, such as typing errors, on a proof of origin should not cause this document to be rejected if these errors are not such as to create doubts concerning the correctness of the statements made in this document.

Section D. COOPERATION AND ORIGIN VERIFICATION

Article 7.30. Denial of Preferential Tariff Treatment

1. Except as otherwise provided in this Chapter, the Customs Authority of the importing Partymay deny a claim for preferential tariff treatment or recover unpaid duties, in accordance with itslaws and regulations, where -

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

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

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

(d) the Competent Authority or Customs Authority of the exporting Party does not comply with the requirements of verification in accordance with Article 7.31 or Article 7.32.

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 7.31. Retroactive Check

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

2. For the 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 Authority or Competent Authority of the exporting Party.

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

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

5. Pursuant to paragraph 2, the concerned Party receiving a request for retroactive check shall respond to the request promptly and reply 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 retroactive check and recover unpaid duties.

Article 7.32. Verification Visits

1. Pursuant to Article 7.31.2, if the Customs Authority of the importing Party is not satisfied with the outcome of the retroactive check, it may, under exceptional circumstances for justifiable reasons, request the Customs Authority or

Competent Authority of the exporting Party to conduct a verification visit to the producer or exporter premises including inspection of the exporter's orproducer'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 Authority or Competent Authority of the exporting Party to conduct the verification visit.

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

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

(b) justification for the unsatisfactory outcome of the retroactive check conducted by the Competent Authority 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 Authority 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 Competent Authority or Customs Authority of the exporting Party conducting the verification visit shall provide the producer or exporter, whose good is subject to such verification, with a written determination of whether or not the good subject to such verification qualifies as an originating good.

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

8. Upon the issuance of the written determination referred to in paragraph 6 that the good does not qualify as an originating good, the producer or exporter shall be allowed 30 days from the date of receipt of the written determination to provide in writing comments or additional information regarding the eligibility of the good for preferential tariff treatment. The final written determination shall be communicated to the producer or exporter within 30 days 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 Competent Authority or Customs Authority of the importing Party within a maximum period of six months from the first day the initial verification visit was requested. While the process of verification is being undertaken, Article 7.31.4 shall be applied.

Article 7.33. Record Keeping Requirement

1. For the purposes of the verification process pursuant to Article 7.31 and Article 7.32, each Party shall require that -

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

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

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

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

Article 7.34. Confidentiality

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

Article 7.35. 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 of that contact point or those contact points. Each Party shall promptly notify the other Party of any change to those contact details.

Article 7.36. Mutual Assistance

The Competent Authority of both Parties shall provide each other, before the entry into force of the Agreement, with the following:

(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 Authority responsible for verifying the Proof of Origin; and

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

Chapter 8. TRADE IN SERVICES

Article 8.1. Definitions

For the purposes of this Chapter:

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

(b) 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;

(c) commercial presence means any type of business or professional establishment including through:

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

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

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

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

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

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

(A) that Party; or

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

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

(A) natural persons of that Party; or

(B) juridical persons of that other Party identified under subparagraph (f)(i).

(g) a juridical person is:

(i) “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;

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

(iii) “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;

(h) measures by Parties mean measures taken by:

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

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

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

(i) measures by Parties affecting trade in services include measures in respect of:

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

(ii) 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

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

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

(k) natural person of the other Party means:

(i) For UAE, a national or a permanent resident (1) of the UAE; and

(1) With respect to 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.

(ii) For Malaysia, a citizen of Malaysia, or has been granted the right of permanent residence in the territory of Malaysia in accordance with its laws and regulations.

(l) person means either a natural person or a juridical person;

(m) sector of a service means:

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

(ii) otherwise, the whole of that service sector, including all of its subsectors;

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

(o) services include any service in any sector except services supplied in the exercise of governmental authority;

(p) service consumer means any person that receives or uses a service;

(q) service of the other Party means a service which is supplied:

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

use in whole or in part; or

(ii) in the case of the supply of a service through commercial presence or through the presence of natural persons, by a service supplier of that other Party;

(r) service supplier means any person that supplies a service; (2)

(2) Where the service is not supplied directly by a juridical person but through other forms of commercial presence such as a branch or a representative office, the service supplier (i.e. the juridical person) shall, nonetheless, through such presence be accorded the treatment provided for service suppliers under the Chapter. 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.

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

(t) trade in services is defined as the supply of a service:

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

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

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

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

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

Article 8.2. Scope and Coverage

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

2. This Chapter shall not apply to:

(a) Government procurement;

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

(c) cabotage in maritime transport services

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

(e) 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.

(f) 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 services;

(iv) airport operation services; or

(v) ground-handling services.

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

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

impairing benefits under a specific commitment.

Article 8.3. Schedules of Specific Commitments

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

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

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

(b) conditions and qualifications on national treatment;

(c) undertakings relating to additional commitments

(d) where appropriate, the time-frame for implementation of such commitments; and

(e) the date of entry into force of such commitments.

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

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

Article 8.4. Most-Favoured Nation Treatment

1. Except as provided for in its List of MFN Exemptions contained in Annex 8B, 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. The obligations of 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 prudential measures in accordance with the GATS Annex on Financial Services;

(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); or

(c) Treatment to services and service suppliers of any other Party which is a Member State of ASEAN taken under an agreement on the liberalisation of trade in goods or services or investment as part of a wider process of economic integration among the Parties which are Member States of ASEAN.

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 hereby incorporated into and made part of this Agreement.

4. Notwithstanding paragraph 2, if a Party enters into any agreement on trade in services with a non-party, it shall, upon request by the other Party, afford adequate opportunity to that Party to negotiate the benefits granted therein.

Article 8.5. Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services" contained in Article 8.1, each Party shall accord services and service suppliers of the other Party treatment no less favourable than that provided for under the terms, limitations and conditions agreed and specified in its Schedule of Specific Commitments. (4)

(4) If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in referred to in the definition of "trade in services" paragraph (i) contained in Article X.2 and if the crossborder movement of capital is an essential part of the service itself, that Party is thereby committed to allow such movement of capital. If a Party undertakes a market-access commitment in relation to the supply of a service through the mode of supply referred to in in the definition of "trade in services" paragraph (iii) contained in Article X.2, it is thereby committed to allow related transfers of capital into its territory.

2. In sectors where market access commitments are undertaken, the measures which a Party shall not maintain or adopt,

either on the basis of a regional subdivision or on the basis of its entire territory, unless otherwise specified in its Schedule of Specific Commitments, are defined as:

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

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

(c) limitations on the total number of service operations or on the total quantity of service output expressed in terms of designated numerical units in the form of quotas or the requirement of an economic needs test; (5)

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

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

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

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

Article 8.6. National Treatment

1. With respect to the services sectors inscribed in its Schedule of Specific Commitments, and subject to any conditions and qualifications set out therein, each Party shall accord to services and service suppliers of the other Party, in respect of all measures affecting the supply of services, treatment no less favourable than that it accords to its own like services and service suppliers. (6)

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

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

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

Article 8.7. Additional Commitments

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

Article 8.8. Modification of Schedules

Upon written request by a Party, the Parties shall hold consultations to consider any modification or withdrawal of a specific commitment in the requesting Party's Schedule of Specific Commitments. The consultations shall be held within three months after the requesting Party made its request. In the consultations, the Parties shall aim to ensure that a general level of mutually advantageous commitments no less favourable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations is maintained. Modifications of Schedules are subject to any procedures adopted by the Joint Committee established in Chapter 18 (Administration of the Agreement).

Article 8.9. Domestic Regulation

1. In sectors where specific commitments are undertaken, each Party shall ensure that all measures of general application

affecting trade in services are administered in a reasonable, objective and impartial manner.

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

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

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

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

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

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

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

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

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

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

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

5. In determining whether a Party is in conformity with the obligation under subparagraph 4, account shall be taken of international standards of relevant international organisations applied by that Party. (7)

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

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

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

Article 8.10. Recognition

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

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

3. A Party shall not accord recognition in a manner which would constitute a means of discrimination between the other

Party and non-parties in the application of its standards or criteria for the authorisation, licensing or certification of service suppliers, or a disguised restriction on trade in services.

Article 8.11. Payments and Transfers

1. Except under the circumstances envisaged in Article 8.14, a Party shall not apply restrictions on international transfers and payments for current transactions relating to its specific commitments.

2. Nothing in this Chapter shall affect the rights and obligations of the Parties as members of the International Monetary Fund under the Articles of Agreement of the Fund, including the use of exchange actions which are in conformity with the Articles of Agreement, provided that a Party shall not impose restrictions on any capital transactions inconsistently with its specific commitments regarding such transactions, except under Article 8.14 or at the request of the International Monetary Fund.

Article 8.12. Monopolies and Exclusive Service Suppliers

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

Article 8.13. Business Practices

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

Article 8.14. Restrictions to Safeguard the Balance-of-Payments

1. In the event of serious balance-of-payments and external financial difficulties or threat thereof, a Party may adopt or maintain restrictions on trade in services on which it has undertaken specific commitments, including on payments or transfers for transactions related to such commitments.

2. The restrictions referred to in paragraph 1:

(a) shall not discriminate between the other Party and non-party;

(b) shall be consistent with the Articles of Agreement of the International Monetary Fund;

(c) shall avoid unnecessary damage to the commercial, economic and financial interests of the other Party;

(d) shall not exceed those necessary to deal with the circumstances described in paragraph 1; and

(e) shall be temporary and be phased out progressively as the situation specified in paragraph 1 improves.

3. In determining the incidence of such restrictions, a Party may give priority to the supply of services which are more essential to their economic or development programmes. However, such restrictions shall not be adopted or maintained for the purpose of protecting a particular service sector.

4. Any restrictions adopted or maintained under paragraph 1, or any changes therein, shall be promptly notified to the Committee on Trade in Services.

Article 8.15. Denial of Benefits

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

(a) does not maintain diplomatic relations with the non-Party; or

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

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

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

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

Article 8.16. Review

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

Article 8.17. Annexes

The following Annexes form an integral part of this Chapter:

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

(b) Annex 8B (MFN Exemptions);

(c) Annex 8C (Telecommunications Services); and

(d) Annex 8D (Financial Services).

ANNEX 8D. FINANCIAL SERVICES

Article 1. Scope and Definitions

1. This Annex applies to measures by Parties affecting trade in financial services. (1)

(1) "Trade in financial services" shall be understood in accordance with the definition of "trade in services" contained in paragraph (u) of Article 8.1 (Definitions).

2. Article 8.1(a) (Definitions) shall not apply to services covered by this Annex.

3. In the event of any inconsistency between this Annex and any other provision in this Agreement, this Annex shall prevail to the extent of the inconsistency.

4. For the purpose of this Annex:

(a) financial institution means any financial intermediary or other juridical person that is authorized to do business and regulated or supervised as a financial institution, under the laws and regulations of the Party in whose territory it is located.

(b) financial service means any service of a financial nature offered by a financial service supplier of a Party. Financial services include all insurance and insurance-related services, and all banking and other financial services (excluding insurance). Financial services include the following activities:

(i) Insurance and insurance-related services

(A) direct insurance (including co-insurance):

(I) life;

(II) non-life;

(B) reinsurance and retrocession;

(C) insurance inter-mediation, such as brokerage and agency; and

(D) services auxiliary to insurance, such as consultancy, actuarial, risk assessment and claim settlement services;

(ii) Banking and other financial services (excluding insurance):

(A) acceptance of deposits and other repayable funds from the public;

(B) lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transaction;

(C) financial leasing;

(D) all payment and money transmission services, including credit, charge and debit cards, travellers cheques and bankers drafts;

(E) guarantees and commitments;

(F) trading for own account or for account of customers, whether on an exchange, in an over-the-counter market or otherwise, the following:

(I) money market instruments (including checks, bills, certificates of deposits);

(II) foreign exchange;

(III) derivative products including, but not limited to, futures and options;

(IV) exchange rate and interest rate instruments, including products such as swaps, forward rate agreements;

(V) transferable securities;

(VI) other negotiable instruments and financial assets, including bullion;

(G) participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;

(H) money broking;

(I) asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;

(J) settlement and clearing services for financial assets, including securities, derivative products, and other negotiable instruments;

(K) provision and transfer of financial information, financial data processing and related software;

(L) advisory, intermediation and other auxiliary financial services on all the activities listed in subparagraphs (v) through (xv) above, including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy.

(c) financial service supplier means any natural or juridical person of a Party that seeks to supply or supplies financial services. The term 'financial service supplier' does not include a public entity.

(d) new financial service means any financial service, including services related to existing and new products or the manner in which a product is delivered, that is not supplied by any financial service supplier in the territory of a Party but which is supplied and regulated in the territory of the other Party.

(e) public entity means:

(i) a government, a central bank or a monetary authority of a Party, or an entity owned or controlled by a Party, that is principally engaged in carrying out governmental functions or activities for governmental purposes, not including an entity principally engaged in supplying financial services on commercial terms; or

(ii) a private entity, performing functions normally performed by a central bank or monetary authority, when exercising those functions;

(f) services supplied in the exercise of governmental authority means:

(i) activities conducted by a central bank or a monetary authority or by any other public entity in pursuit of monetary or exchange rate policies;

(ii) activities forming part of a statutory system of social security or public retirement plans; and

(iii) other activities conducted by a public entity for the account or with the guarantee or using the financial resources of the Government.

For the purposes of the Article 8.1 (Definitions), if a Party allows any of the activities, referred to in subparagraphs (ii) or (iii) above, to be conducted by its financial service suppliers in competition with a public entity or a financial service supplier, "services" shall include such activities.

Article 2. Payment and Clearing Systems

Under terms and conditions that accord national treatment, each Party shall grant to financial institutions of the other Party established in its territory access to the use of payment and clearing systems operated by public entities and to liquidity management facilities available in the normal course of ordinary business. This paragraph is not intended to confer access to a Party's lender of last resort facilities.

Article 3. Prudential Carve-Out

1. Notwithstanding any other provisions of this Chapter, a Party shall not be prevented from adopting or maintaining measures for prudential reasons including for:

(a) the protection of investors, depositors, policy-holders, policy claimants, persons to whom a fiduciary duty is owed by a financial service supplier or any similar financial market participants; or

(b) ensuring the integrity and stability of a Party's financial system.

2. Where such measures do not conform with the provisions of this Agreement, they shall not be used as a means of avoiding the Party's commitments or obligations under this Agreement.

3. Nothing in this Agreement shall be construed to require a Party to disclose information relating to personal data the affairs and accounts of individual customers or any confidential or proprietary information in the possession of public entities.

4. For greater certainty without prejudice to other means of prudential regulation of the cross-border supply of financial services, a Party may for prudential reasons require the registration, authorization, or non-objection of cross-border suppliers of financial services of the other Party.

Article 4. Recognition

1. A Party may recognize prudential measures of a non-Party in determining how the Party's measures relating to financial services shall be applied. Such recognition, which may be achieved through harmonization or otherwise, may be based upon an agreement or arrangement between that Party and the non-Party, or may be accorded autonomously.

2. A Party that is a party to an agreement or arrangement of the type referred to in subparagraph (1) with a non-Party, whether at the time of entry into force of this Agreement or thereafter, shall afford adequate opportunity for the other Party to negotiate its accession to such agreements or arrangements, or to negotiate comparable ones with it, under circumstances in which there would be equivalent regulation, oversight, implementation of such regulation, and, if appropriate, procedures concerning the sharing of information between the Parties to the agreement or arrangement. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that such circumstances exist.

Article 5. New Financial Services

Recognizing the rapid development of financial services market, for greater certainty the Parties reaffirm their right to regulate and to introduce new regulations on the supply of new financial services within their territories.

Article 6. Exchange of Information

Each Party, in accordance with its applicable laws and regulations, may share information with the other Party, on the basis that such information will be used solely for supervisory purposes and provided that the confidentiality of information is maintained.

Article 7. Knowledge Sharing

The Parties shall exchange knowledge, knowhow and capabilities in areas of interest to each Party, including the latest financial development technologies, Islamic finance, research and the exchange of employees for the purpose of capacity building in accordance with their domestic laws and regulations.

Article 8. Cooperation In Financial Services

The Parties agree to explore cooperation in areas of mutual interest, which may include payment linkages and sustainable finance.

Article 9. Data Processing

1. Each Party, in accordance with its applicable and prevailing laws and regulations, may permit a financial service supplier of the other Party to transfer information in electronic or other form, to be used only for the purposes for which it was shared for, into and out of its territory, for data processing where such processing is required in the ordinary course of business of such financial service supplier.

2. Nothing in this Annex restricts the right of a Party to protect personal data, personal privacy and the confidentiality of individual records and accounts, and other information protected under its applicable laws and regulations.

Article 10. Specific Exceptions

1. For greater certainty, nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services forming part of a public retirement plan or statutory system of social security, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.

2. For greater certainty, nothing in this Agreement applies to activities or measures conducted or adopted by a central bank or monetary, exchange rate or credit authority or by any other public entity in pursuit of monetary and related credit or exchange rate policies.

3. For greater certainty, nothing in this Annex shall be construed to prevent a Party, including its public entities, from exclusively conducting or providing in its territory activities or services for the account or with the guarantee or using the financial resources of the Party, or its public entities, except when those activities may be carried out, as provided by the Party's domestic regulation, by financial service suppliers in competition with public entities or private institutions.

4. Notwithstanding Article 8.11 (Payments and Transfers), nothing in this Annex shall be construed to prevent a Party from adopting measures that limits transfers by a financial service supplier to, or for the benefit of, an affiliate of or person related to such institution or supplier, through the equitable, non-discriminatory, and good faith application of measures relating to maintenance of the safety, soundness, integrity, or financial responsibility of financial institutions or cross-border financial service suppliers. This paragraph does not prejudice any other provision of this Agreement that permits a Party to restrict transfers.

Article 11. Expeditious Application Procedures

1. Where a license is required for the supply of financial services, and if the applicable requirements are fulfilled, the competent authorities of a Party shall reach an administrative decision on an application, within six months after the submission of the application is considered complete under that Party’s domestic laws and regulations.

2. Where it is not practicable for such a decision to be made within six months, the competent authority shall notify the applicant without undue delay the status of application, based on the applicant’s request and shall endeavour to make the decision within a reasonable period of time thereafter.

3. If the competent authorities of a Party require additional information from the applicant in order to process its application, they shall notify the applicant without undue delay, in line with its laws and regulation.

Article 12. Dispute Settlement

Panels established pursuant to Chapter 16 (Dispute Settlement) for disputes related to financial services suppliers and other financial matters shall have the necessary expertise relevant to the specific financial service under dispute.

Chapter 9. DIGITAL TRADE

Article 9.1. Definitions

For purposes of this Chapter:

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

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

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

(d) government data means data (i) held by the central government, and (ii) public disclosure of which is not restricted under domestic law and which a Party makes digitally available for public access and use;

(e) metadata means structural or descriptive information about data such as content, format, source, rights, accuracy, provenance, frequency, periodicity, granularity, publisher or responsible party, contact information, method of collection and context;

(f) personal data means any information, including data, about an identified or identifiable natural person;

(g) 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

(h) 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 trust and confidence in digital trade, and the applicability of the WTO Agreement to measures affecting digital trade.

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

Article 9.3. Scope

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

2. This Chapter shall not apply to:

(a) government procurement; or

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

3. For greater certainty, the Parties affirm that measures affecting the supply of a service delivered or performed electronically are subject to the obligations contained in the relevant provisions of Chapter 8 (Trade in Services) and its Annexes and Chapter 10 (Investment Facilitation), including any exceptions or limitations set out in this Agreement that are applicAble to those obligations.

Article 9.4. Customs Duties

1. No Party shall impose customs duties on digital or electronic transmissions, including content transmitted electronically, between a person of one Party and a person of another Party.

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

3. Each party may adjust its practice referred to in paragraph 1 with respect to any further outcomes in the WTO Ministerial Decisions on customs duties on electronic transmissions within the framework of the Work Programme on Electronic Commerce.

4. The Parties shall review this Article in light of any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce.

5. For greater certainty, this Article 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 9.5. 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:

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

(b) facilitate input by interested persons in the development of its legal framework for electronic transactions, including in relation to trade administration documents.

Article 9.6. Electronic Signatures and Electronic Authentication

1. Except in circumstances otherwise provided for under its law, 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 regarding 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 law.

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

Article 9.7. Paperless Trading

Each Party shall endeavour to:

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

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

Article 9.8. Online Consumer Protection

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

2. Each Party shall endeavour to adopt or maintain consumer protection laws to proscribe misleading, deceptive, and fraudulent commercial activities that cause harm or potential harm to consumers engaged in digital trade. (1)

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

Article 9.9. Personal Data Protection

1. The Parties recognise the economic and social benefits of protecting the personal data of persons who conduct or engage

in electronic transactions and the contribution that this makes to enhancing consumer confidence in digital trade.

2. To this end, each Party shall endeavour to adopt or maintain a legal framework that provides for the protection of the personal data of the users of digital trade. (2)

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

In the development of any legal framework for the protection of personal data, each Party should endeavour to take into account principles and guidelines of relevant international organisations.

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

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

(a) access and use services and applications of their choice, unless prohibited by the Party's law; and

(b) connect their choice of devices to the internet, provided that such devices do not harm the network and are not otherwise prohibited by the Party's law.

Article 9.11. Unsolicited Commercial Electronic Messages

1. Each Party shall endeavour to adopt or maintain measures regarding unsolicited commercial electronic messages that –

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

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

(c) otherwise provide for the minimisation of unsolicited commercial electronic messages.

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

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

Article 9.12. Cross-Border Flow of Information

1. The Parties recognise that each Party may have its own regulatory requirements concerning the transfer of information by electronic means.

2. A Party shall not prevent cross-border transfer of information by electronic means where such activity is for the conduct of the business of a covered person.

3. Nothing in this Article shall prevent a Party from adopting or maintaining:

(a) any measure inconsistent with paragraph 2 that it considers necessary to achieve a legitimate public policy objective, provided that the measure is not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade; or

(b) any measure that it considers necessary for the protection of its essential security interests. Such measures shall not be disputed by the other Party.

Article 9.13. Open Government Data

1. The Parties recognise that facilitating public access to and use of government information and data contributes to stimulating economic and social benefit, competitiveness, productivity improvements and innovation. To the extent that a Party chooses to make available government information and data to the public, it shall endeavour to ensure –

(a) that 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 freely by the public; and

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

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

3. For greater certainty, this Article is without prejudice to Party's laws and regulations including but not limited to intellectual property and personal data protection.

Article 9.14. Electronic Invoicing

1. The Parties recognise the importance of electronic invoicing to increase the efficiency, accuracy and reliability of commercial transactions. Each Party also recognises the benefits of ensuring that the systems used for electronic invoicing within its territory are interoperable with the systems used in the other Party's territory.

2. Each Party shall endeavour to ensure that the implementation of measures related to electronic invoicing in its territory supports cross-border interoperability between the Parties' electronic invoicing frameworks. To this end, each Party shall endeavour to base its measures relating to electronic invoicing on international frameworks.

3. The Parties recognise the economic importance of promoting the global adoption of electronic invoicing systems, including interoperable international frameworks. To this end, the Parties shall endeavour to –

(a) promote, encourage, support or facilitate the adoption of electronic invoicing by enterprises;

(b) promote the existence of policies, infrastructure and processes that support electronic invoicing;

(c) generate awareness of, and build capacity for, electronic invoicing; and

(d) share best practices and promote the adoption of interoperable international electronic invoicing systems.

Article 9.15. Electronic Payments

1. Recognising the rapid growth of 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 for electronic payments;

(b) promoting interoperability and the inter-connection of electronic payment infrastructures; and

(c) encouraging innovation and collaboration in electronic payments services.

2. To this end and in accordance with their respective laws and regulations, each Party shall endeavour –

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

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

(c) not to arbitrarily or unjustifiably discriminate between financial institutions and other payment service providers as applicable in relation to access to services and infrastructure necessary for the operation of electronic payment systems;

(d) to take into account, for relevant electronic payment systems, internationally accepted payment standards to enable greater interoperability between payment systems;

(e) to facilitate the use of open platforms and architectures such as tools and protocols provided for through APIs and encourage financial institutions and other payment service providers as applicable to safely and securely make APIs for their products and services available to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(f) to facilitate innovation and collaboration, and recognise the importance of enabling the introduction of new financial and electronic payment products and services in a timely manner, such as through adopting regulatory and industry sandboxes.

Article 9.16. Cooperation

1. Recognising the importance of digital trade to their respective economies, the Parties shall endeavour to maintain a dialogue on regulatory matters relating to digital trade with a view to sharing information and experiences, as appropriate, including on related laws, regulations, and their implementation, and best practices with respect to digital trade, including but not limited to:

(a) online consumer protection;

(b) personal data protection;

(c) unsolicited commercial electronic messages;

(d) electronic signatures and electronic authentication;

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

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

(g) digital government;

(h) transformative technologies including artificial intelligence and blockchain;

(i) digital identities; and

(j) other areas of mutual interest between the Parties.

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

(a) building the capabilities of their governmental agencies responsible for computer security incident response; and

(b) using existing collaboration mechanisms to cooperate on matters related to cyber security

Chapter 10. INVESTMENT FACILITATION

Article 10.1. UAE-Malaysia Promotion and Protection of Investments

The Parties note the existence of and reaffirm the rights and obligations under the Agreement Between the Government of the United Arab Emirates and the Government of Malaysia for the Promotion and Protection of Investments, signed at Kuala Lumpur, on 11 October 1991 (UAE-Malaysia Bilateral Investment Agreement) and any subsequent amendments thereto.

Article 10.2. Promotion and Facilitation of Investments

1. The Parties affirm their desire to promote an attractive investment climate and expand trade in products and services. Consistent with Article 2 (Promotion and Protection of Investments) of the UAE-Malaysia Bilateral Investment Agreement, the Parties shall take appropriate measures to encourage and facilitate the exchange of goods and services and to secure favorable conditions for long-term economic development and diversification of trade between the two countries.

2. The Parties shall endeavour to publish or otherwise make publicly available its laws, regulations and international agreements that may affect the investments of investors of the other Party. Each Party shall endeavour to simplify procedures for investment applications. When a Party has admitted an investment on its territory, it shall endeavour to provide, in accordance with its laws and regulations, necessary authorisations in connection with such investment.

Article 10.3. Technical Council

The Parties shall establish a United Arab Emirates-Malaysia Technical Council on Investment (the Council), which shall be composed of representatives of both Parties. The United Arab Emirates will be chaired by Ministry of Finance and Malaysia will be chaired by Ministry of Investment, Trade and Industry. The Council may establish working groups as the Parties deem necessary.

Article 10.4. Objectives of the Council

The objectives of the Council are as follows:

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

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

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

(d) to work toward the enhancement of investment flows;

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

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

Article 10.5. 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 trade or 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 agrees to postpone discussion of the matter. Each Party shall endeavour to provide for an opportunity for the Council to discuss a matter before taking actions that could adversely affect the trade or investment interests of the other Party.

Article 10.6. Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 11. GOVERNMENT PROCUREMENT

Article 11.1. Objectives

The Parties recognise the importance of developing cooperation between the Parties and the promotion of transparency of laws, regulations and procedures in the field of government procurement.

The Parties recognise the role of government procurement in furthering the economic integration of Parties to promote growth and employment.

Article 11.2. Scope

This Chapter shall apply to the laws, regulations and procedures of a Party regarding government procurement implemented by its central government entities, as defined or notified by that Party for the purposes of this Chapter.

Article 11.3. Transparency

1.Each Party shall:

(a) make publicly available its laws and regulations; and

(b) endeavour to make publicly available its procedures, regarding government procurement, which may include information on where tender opportunities are published.

2. To the extent possible and as appropriate, each Party endeavours to make available and update the information referred to in paragraph 1 through electronic means.

3. Each Party may specify in Annex 11A (Paper or Electronic Means Utilised by Parties for the Publication of Transparency Information) the paper or electronic means utilised by that Party to publish the information referred to in paragraph 1.

4. Each Party may make the information referred to in paragraph 1 available in the English language.

Article 11.4. Cooperation

The Parties endeavour to cooperate on matters relating to government procurement with a view to achieving a better understanding of each Party's respective government procurement systems. Such cooperation may include:

(a) exchanging information, to the extent possible, on Parties' laws, regulations and procedures and any modifications thereof;

(b)providing training, technical assistance, or capacity building to Parties and sharing information on these initiatives as provided for in Chapter 14 (Economic Cooperation);

(c) sharing information, where possible, on best practices, including those in relation to small and medium enterprises; and

(d) sharing information, where possible, on electronic procurement systems.

Article 11.5. Review

The Parties may review this Chapter within the period stipulated in Article 19.5 (General Review), with a view to improving this Chapter in the future to facilitate government procurement, as agreed by the Parties.

Article 11.6. Contact Points

Each Party shall, within 30 days of the date of entry into force of this Agreement for that Party, designate one or more contact points to facilitate cooperation and information sharing under this Chapter and notify the other Parties of the relevant details of that contact point or those contact points. Each Party shall promptly notify the other Parties of any change regarding the relevant details of its contact point or contact points.

Article 11.7. Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 12. INTELLECTUAL PROPERTY RIGHTS

Section A. GENERAL PROVISIONS

Article 12.1. Definition

For the purposes of this Chapter, intellectual property embodies copyright and related rights, patents and utility models, trademarks, industrial designs, layout-designs (topographies) of integrated circuits, geographical indications, plant varieties and protection of undisclosed information.

Article 12.2. 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 12.3. Principles

1. Appropriate measures, provided that they are consistent with this Chapter, may be needed to prevent the abuse of intellectual property rights by right holders or the resort to practices that unreasonable restrain trade or adversely affect the international transfer of technology.

2. 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.

Article 12.4. Nature and Scope of Obligations

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

Article 12.5. International Agreements

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

(a) TRIPS Agreement;

(b) the Patent Cooperation Treaty done at Washington on 19 June 1970, as amended on 28 September 1979 and modified on 3 February 1984 and 3 October 2001;

(c) the Paris Convention for the Protection of Industrial Property done at Paris on 20 March 1883, as revised at Stockholm on 14 July 1967 and amended on 28 September 1979;

(d) the Berne Convention for the Protection of Literary and Artistic Works done at Berne on 9 September 1886, as revised at Paris on 24 July 1971 and amended on 28 September 1979 (Berne Convention);

(e) the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks adopted at Madrid on 27 June 1989, as amended on 3 October 2006 and 12 November 2007;

(f) the WIPO Performances and Phonograms Treaty adopted in Geneva on 20 December 1996 (WPPT);

(g) the WIPO Copyright Treaty adopted in Geneva on 20 December 1996 (WCT);

(h) the Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure done at Budapest on 28 April 1977, as amended on 26 September 1980; and

(i) the Marrakesh Treaty to Facilitate Access to Published Works for Persons Who are Blind, Visually Impaired, or Otherwise Print Disabled adopted in Marrakesh on 27 June 2013 (Marrakesh Treaty).

2. Each Party shall endeavour to ratify or accede to the 1991 Act of International Convention for the Protection of New Varieties of Plants as revised at Geneva on 19 March 1991.

Article 12.6. Intellectual Property and Public Health

The Parties recognise the principles established in the Declaration on The TRIPS Agreement and Public Health adopted on 14 November 2001 (Doha Declaration) by the Ministerial Conference of the WTO and confirm that the provisions of this Chapter are without prejudice to the Doha Declaration.

Article 12.7. National Treatment

1. In respect of all categories of intellectual property covered in this Chapter, each Party shall accord to nationals of another Party treatment no less favourable than it accords to its own nationals with regard to the protection of intellectual property rights in accordance with Article 3(1) of TRIPS Agreement.

2. A Party may derogate from paragraph 1 in relation to its judicial and administrative procedures, including requiring a national of another 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.

3. 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 12.8. Transparency

1. Each Party shall endeavour, subject to its laws and regulations, to make general 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 subject matter that has fallen into the public domain.

3. Each Party shall endeavour to make available such information in English language.

Article 12.9. Application of Chapter to Existing Subject Matter and Prior Acts

1. Unless otherwise provided, this Chapter gives rise to obligations in respect of all subject matter existing at the date of entry into force of this Agreement for a Party and that is protected on that date in the territory of a Party where protection is claimed, or that meets or comes subsequently to meet the criteria for protection under this Chapter without unreasonably impairing the fair interest of the third parties.

2. Unless provided in this Chapter, a Party shall not be required to restore protection to subject matter that on the date of entry into force of this Agreement for that Party has fallen into the public domain in its territory.

Article 12.10. Exhaustion of Intellectual Property Rights

Each Party shall be free to establish its own regime for exhaustion of intellectual property rights.

Section B. COOPERATION

Article 12.11. Cooperation Activities and Initiatives

1. The Parties shall endeavour to cooperate on the subject matter covered by this Chapter, such as through appropriate coordination, training and exchange of information between the respective intellectual property offices of the Parties, or other institutions, as determined by each Party.

2. 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 intellectual property law and polices;

(b) training and capacity building programs;

(c) promoting the role of IP rights protection in innovation, technology transfer, commercialization of innovation;

(d) enforcement of intellectual property rights; and

(e) other areas of collaborations mutually agreed by the Parties.

Section C. TRADEMARKS

Article 12.12. Types of Signs Registrable as Trademarks

No Party shall require, as a condition of registration, that a sign be visually perceptible, nor shall a Party deny 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 12.13. Collective and Certification Marks

Each Party shall provide that trademarks include collective marks and certification marks. A Party is not obligated to treat certification marks as a separate category in its laws and regulations, 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) in accordance with its laws and regulations.

(1) Consistent with the definition of a geographical indication in Article 12.24, 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 12.14. 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 in the course of trade identical or similar signs, including subsequent geographical indications, (2), (3) 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.

(2) For greater certainty, the exclusive right in this Article applies to cases of unauthorised use of geographical indications with goods for which the trademark is registered, in cases in which the use of that geographical indication in the course of trade would result in a likelihood of confusion as to the source of the goods.

(3) For greater certainty, the Parties understand that this Article should not be interpreted to affect their rights and obligations under Articles 22 and 23 of the TRIPS Agreement.

Article 12.15. Exceptions

A Party may provide limited exceptions to the rights conferred by a trademark, such as fair use of descriptive terms, provided that those exceptions take account of the legitimate interest of the owner of the trademark and of third parties.

Article 12.16. Well-Known Trademarks

1. No Party shall require as a condition for determining that a trademark is well-known that the trademark has been registered in the Party or in another jurisdiction, included on a list of wellknown trademarks, or given prior recognition as a well-known trademark.

2. Article 6 bis 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, (4) whether registered or not, provided that use of that trademark in relation to those goods or services would indicate a connection between those goods or services and the owner of the trademark and provided that the interests of the owner of the trademark are likely to be damaged by such use.

(4) In determining whether a trademark is well-known in a Party, that Party need not require that the reputation of the trademark extend beyond the sector of the public that normally deals with the relevant goods or services.

3. Each Party recognises the importance of the Joint Recommendation Concerning Provisions on the Protection of Well-Known Marks as adopted by the Assembly of the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO at the Thirty-Fourth Series of Meetings of the Assemblies of the Member States of WIPO September 20 to 29, 1999.

4. Each Party shall provide for appropriate measures to refuse the application or cancel the registration and prohibit the use of a trademark that is identical or similar to a well-known trademark (5), 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.

(5) 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 12.17. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination and registration of trademarks which includes among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register a trademark;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest any initial refusal and to make a judicial appeal of any final refusal to register a trademark;

(c) providing an opportunity to oppose the registration of a trademark or to seek cancellation of a trademark; and

(d) requiring administrative decisions in opposition and cancellation proceedings to be reasoned and in writing, which may be provided by electronic means.

Article 12.18. 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 12.9. 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 on 15 June 1957, as revised and amended (Nice Classification). Each Party shall provide that –

(a) registrations and the publications of applications indicate the goods and services by their names, grouped according to the classes established by the Nice Classification (6); and

(6) A Party that relies on translations of the Nice Classification shall follow updated versions of the Nice Classification to the extent that official translations have been issued and published.

(b) goods or services may not be considered as being similar to each other on the ground that, in any registration or publication, they are classified in the same class of the Nice Classification. Conversely, each Party shall provide that goods or services may not be considered as being dissimilar from each other on the ground that, in any registration or publication, they are classified in different classes of the Nice Classification.

Article 12.20. Term of Protection for Trademarks

Each Party shall provide that initial registration and each renewal of registration of a trademark is for a term of no less than 10 years.

Article 12.21. Non-Recordal of a License

No Party shall require recordal of trademark licenses:

(a) to establish the validity of the license; or

(b) as a condition for 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 12.22. Domain Names

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 laws and regulations and, if applicable, relevant administrator policies regarding the protection of privacy and personal data.

Section D. COUNTRY NAMES

Article 12.23. 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 12.24. Protection 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 reaffirm that geographical indications may be protected through a trademark or sui generis system or other legal means.

3. The Parties shall provide administrative procedures for the registration or recognition of geographical indications through a trademark or a sui generis system. The Parties shall, with respect to applications for that registration or requests for the recognition, ensure that its laws and regulations governing the filing of those applications or requests are readily available to the public and clearly set out the procedures for these actions.

4. If a Party grants protection to a geographical indication, the protection shall commence no earlier than the filing date (7) or the registration date in that Party according to the laws and regulations of each Party.

(7) For greater certainty, the filing date referred to in this Article includes, as applicable, the priority filing date under the Paris Convention.

Section F: Patents (8)

(8) For greater certainty, patent may include utility model in accordance with each Party's laws and regulations.

Article 12.25. Grace Period for Patents

Each Party shall disregard information contained in public disclosure of a patent related to an application to register a patent if the public disclosure:

(a) was made by the inventor, applicant or a person that obtained the information from the inventor or applicant inside or outside the territory of each Party; and

(b) occurred within at least 12 months prior to the date of filing of the application.

Article 12.26. 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 includes among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register patent;

(b) providing the applicant with an opportunity to respond to communications from the competent authorities, to contest

any initial refusal and to make a judicial appeal of any final refusal to register patent;

(c) providing an opportunity for interested parties to seek cancellation or invalidation of a registered patent and in addition may provide an opportunity for interested parties to oppose the registration of patent; and

(d) making decisions in opposition, cancellation, or invalidation proceedings to be reasoned and in writing, which may be delivered by electronic means.

Article 12.27. Amendments, Corrections and Observations

1. Each Party shall provide an applicant for patent with at least one opportunity to make amendments, corrections or observations in connection with its application.

2. Each Party shall provide a right holder of 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. (9)

(9) 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 is reduced.

Article 12.28. 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 12.29. Industrial Design Protection

1. Each Party shall ensure that requirements for securing or enforcing registered industrial design protection do not unreasonably impair the opportunity to obtain or enforce such protection.

2. Each Party shall ensure adequate and effective protection of industrial designs and also confirms that protection for industrial designs is available for designs:

(a) embodied in a part of an article; or, alternatively,

(b) having a particular regard, where appropriate, to a part of an article in the context of the article as a whole.

3. The duration of protection available for registered industrial designs shall amount to at least 20 years from the date of filing.

4. This Article is subject to Articles 25 and 26 of the TRIPS Agreement.

Article 12.30. Grace Period for Industrial Design

Each Party shall disregard information contained in public disclosure of a design related to an application to register an industrial design if the public disclosure—

(a) was made by the designer, applicant or a person that obtained the information from the designer or applicant inside or outside the territory of each Party; and

(b) occurred within at least 6 months prior to the date of filing of the application.

Article 12.31. 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 includes among other things:

(a) communicating to the applicant in writing, which may be by electronic means, the reasons for any refusal to register

industrial design;

(b) providing 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; and

(c) making decisions in opposition, cancellation, or invalidation proceedings to be reasoned and in writing, which may be delivered by electronic means.

Article 12.32: Amendments and Corrections

Each Party shall 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 right as a whole. (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 right stays the same as before or is reduced.

Article 12.33: 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 G: COPYRIGHT AND RELATED RIGHTS

Article 12.34: General Provision

1. Without prejudice to the obligations set out in the international agreements to which the Parties are parties, each Party shall, in accordance with its laws and regulations, grant and ensure adequate and effective protection to the authors of works and to performers, producers of phonograms and audio-video fixations and owner of broadcast work for their works, performances, phonograms, audio-video fixations and broadcasts, respectively.

2. In addition to the protection provided for in the international agreements to which the Parties are parties or which the Parties shall ratify or accede to under the Agreement, each Party shall:

(a) grant and ensure protection as provided for in Articles 5, 6, 7, 8 and 10 of the WPPT, mutatis mutandis, to performers for their audio-visual and visual performances; and

(b) grant and ensure protection as provided for in Articles 11 through 14 of the WPPT, mutatis mutandis, to producers of audio-video fixations.

3. Each Party shall ensure that the owner of broadcast work has at least the exclusive right to control the recording, the reproduction, and the rebroadcasting, of the whole or a substantial part of the broadcast, and the rebroadcasting by wireless means of broadcasts.

4. Each Party may, in its laws and regulations, provide for the same kinds of limitations or exceptions with regard to the protection of performers for their visual and audio-visual performances, to the protection of producers of audio-video fixations and of owner of broadcast work as it provides for, in its laws and regulations, in connection with the protection of copyright in literary and artistic works.

Article 12.35: Term of Protection for Copyright and Related Rights

Each Party shall provide that in cases in which the term of protection of a work, performance or phonogram is to be calculated:

(a) on the basis of the life of a natural person, the term shall be not less than the life of the author and 50 years after the author's death;

(b) the term of the protection to be granted to performers under the Agreement shall last, at least, until the end of a period of 50 years computed from the beginning of the calendar year next following the year in which the performance was fixed;

(c) the term of protection to be granted to producers of phonograms and of audio-video fixations under the Agreement shall last, at least, until the end of a period of 50 years computed from the beginning of the calendar year next following the year in which the phonogram and audio-video fixations was published, or failing such publication within 50 years from fixation of

the phonogram and audio-video fixations, 50 years from the end of the year in which the fixation was made; and

(d) the term of protection to be granted to owner of the broadcast work under this Agreement shall last, at least, 20 years computed from the end of the year in which the broadcast took place.

Article 12.36: Limitations and Exceptions

1. With respect to this Section, each Party shall confine limitations or exceptions to exclusive rights to certain special cases that do not conflict with a normal exploitation of the work, performance or phonogram and do not unreasonably prejudice the legitimate interests of the right holder.

2. This Article does not reduce or extend the scope of applicability of the limitations and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WCT or the WPPT.

Article 12.37: Balance in Copyright and Related Rights Systems

Each Party shall endeavour to achieve an appropriate balance in its copyright and related rights system, among other things by means of limitations or exceptions that are consistent with Article 12.36, including those for the digital environment, giving due consideration to legitimate purposes such as but not limited to, criticism, comment, news reporting, teaching, scholarship, research and other similar purposes, and facilitating access to published works for persons who are blind, visually impaired or otherwise print disabled. (11), (12)

(11) 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, June 27, 2013 (Marrakesh Treaty).

(12) For greater certainty, a use that has commercial aspects may in appropriate circumstances be considered to have a legitimate purpose under Article 12.36.

Article 12.38: Contractual Transfers

Each Party shall provide that for copyright and related rights, any person acquiring or holding any economic right (13) in a work, performance or phonogram –

(13) 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. (14)

(14) Nothing in this Article affects a Party's ability to establish: (i) which specific contracts underlying the creation of works, performances or phonograms shall, in the absence of a written agreement, result in a transfer of economic rights by operation of law and (ii) reasonable limits to protect the interests of the original right holders, taking into account the legitimate interests of the transferees.

Article 12.39: Obligations concerning Protection of Technological Measures and Rights Management Information

1. Each party shall provide adequate and effective legal remedies against any person who knowingly, without authorisation removes or alter any electronic rights management information and/or 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, the expression rights-management information means any information provided by a right holder that identifies the work or other subject matter that is the object of protection under this Chapter, the author or any other right holder, or information about the terms and conditions of use of the work or other subject matter and any numbers or codes that represent such information. Paragraph 1 shall apply when any of these items of information is associated with a copy of, or appears in connection with the communication to the public of, a work or other subject matter that is the object of protection under this Chapter.

Article 12.40: Collective Management

The Parties recognise the role of collective management societies for copyright and related rights in collecting and distributing royalties based on practices that are fair, efficient, transparent and accountable, which may include appropriate record keeping and reporting mechanisms.

SECTION I: ENFORCEMENT

Article 12.41: General Obligation in Enforcement

Each Party shall ensure that enforcement procedures as specified in this Section are available under its laws and regulations 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 12.42: 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 of the Party in which the border measure procedures are applied, for the suspension by that Party's customs authorities of the release into free circulation of such goods.

2. A Party may enable such an application to be made in respect of goods which involve other infringements of intellectual property rights, provided that the requirements of Part III, Section 4 of the TRIPS Agreement are met. A Party may also provide for corresponding procedures concerning the suspension by the customs authorities of the release of infringing goods destined for exportation from their territory as per its laws and regulation.

Chapter 13. SMALL AND MEDIUM-SIZED ENTERPRISES

Article 13.1. General Principles

1. The Parties, recognizing the fundamental role of SMEs in maintaining dynamism and enhancing competitiveness of their respective economies, shall foster close cooperation between SMEs of the Parties and cooperate in promoting jobs and growth in SMEs.

2. The Parties recognize the integral role of the private sector in the SME cooperation to be implemented under this Chapter.

Article 13.2: Information Sharing

1. Each Party shall promote the sharing of information related to this Agreement that is relevant to SMEs, including through the establishment and maintenance of a publicly accessible information platform and through information exchange to share knowledge, experiences and best practices among the Parties.

2. The information to be made publicly accessible referred to in Paragraph 1 will include the following:

(a) the full text of this Agreement;

(b) information on trade and investment-related laws and regulations that each Party considers relevant to SMEs, such as:

(i) customs regulations, procedures, or enquiry points;

(ii) regulations or procedures concerning intellectual property, trade secrets and patent protection rights;

(iii) technical regulations, standards, quality or conformity assessment procedures;

(iv) sanitary or phytosanitary measures relating to importation or exportation; and

(v) foreign investment regulations;

(c) additional business-related information that each Party considers useful for SMEs interested in benefitting from the opportunities provided by this Agreement.

3. Each Party shall make publicly accessible the information referred to in Paragraph 1, on a website established by the Party.

4. Where, in accordance with Paragraph 3, a Party makes information publicly accessible, including through online means, that information may include links to any equivalent websites of the other Parties.

5. Each Party shall, as appropriate, review the information referred to in Paragraph 2 and the links referred to in Paragraph 4 to ensure that the information provided is accurate and up-to-date.

6. Each Party shall work towards ensuring that information made publicly accessible for SMEs. Where possible, each Party shall endeavour to make the information referred to in Paragraph 2 available in the English language.

Article 13.3: Cooperation

1. With a view to more robust cooperation between the Parties to enhance commercial opportunities for SMEs, each Party shall seek to increase trade and investment opportunities and in particular shall –

(a) promote cooperation between the Parties, 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 partnership among these SMEs and their participation in international trade;

(c) enhance its cooperation with the other Party to exchange information and best practices in areas including improving SME access to capital and credit, SME participation in covered government procurement opportunities and helping SMEs adapt to changing market conditions;

(d) encourage participation in any platform as appropriate, for business entrepreneurs and counsellors to share information and best practices to help SMEs link with international suppliers, buyers and other potential business partners; and

(e) any other area of cooperation as appropriate agreed between both Parties.

2. Cooperation activities undertaken under this Chapter are subject to the availability of resources and any terms and conditions agreed between the Parties.

Article 13.4: Sub-Committee on SME Issues

1. The Parties hereby establish the Sub-Committee on SME Issues (SME Sub-Committee), comprising national and local government representatives of each Party.

2. The SME Sub-Committee shall –

(a) identify ways to assist SMEs of the Parties to take advantage of the commercial opportunities and benefits under this Agreement. This may include 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;

(b) consider any other matters pertaining to SMEs as appropriate and as agreed by the Parties, including any issues raised by SMEs regarding their ability to benefit from this Agreement;

(c) review and coordinate its work program with the work of other Sub-Committees, working groups, and other subsidiary bodies established under this Agreement, as well as of other relevant international bodies, to avoid duplication of work programs and to identify appropriate opportunities for cooperation to improve the ability of SMEs to engage in trade and investment opportunities resulting from this Agreement;

(d) facilitate the development of programs to assist SMEs to participate and integrate effectively into the Parties' regional and global supply chains;

(e) update the Joint Committee as required and make recommendations as appropriate; and

(f) decide on appointment of respective contact points as appropriate.

3. The SME Sub-Committee shall convene within one year after the date of entry into force of this Agreement and thereafter meet annually, unless the Parties decide otherwise.

4. The SME Sub-Committee may seek to collaborate with appropriate experts and international donor organizations in carrying out its programs and activities.

Article 13.5: Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 14. ECONOMIC COOPERATION

Article 14.1. Objectives

Article 14.1: Objectives

1. The Parties reaffirm the importance of economic cooperation activities between them and shall promote cooperation activities under this Agreement, in areas of mutual interest, for their mutual benefit, with the aim to liberalize 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 14.2: Scope

1. Economic cooperation under this Chapter shall support the effectiveness and efficiency of the implementation and utilisation of this Agreement through activities that relate to trade and investment as set out in the Implementing Arrangement to be agreed by the Parties and those further developed in the Work Programme. Parties shall identify and develop cooperative activities which are capable of providing added value to the bilateral relationship after the date of entry into force of this Agreement.

2. The Parties shall explore and undertake economic cooperation activities, that shall initially focus, on the following areas:

(a) manufacturing industries;

(b) agriculture, forestry and fisheries;

(c) tourism;

(d) energy;

(e) the global value chains;

(f) trade and investment promotion

(g) intellectual property;

(h) information and communication technology;

(i) capacity building and technical assistance;

(j) competition;

(k) SME; and

(l) other matters, as agreed upon among the parties.

3. The Parties may agree in the Annual Work Programme on Economic Cooperation Activities to modify the above list, including by adding other areas for economic cooperation.

4. Economic cooperation between the Parties should contribute to achieving the objectives of this Agreement through the identification and development of cooperation initiatives capable of providing added value to the bilateral relationship, taking into account on-going efforts and resources available of the Parties.

Article 14.3: Annual Work Program on Economic Cooperation Activities

1. The Sub-Committee on Economic Cooperation shall adopt an Annual Work Programme on Economic Cooperation Activities (hereinafter “Annual Work Programme”) based on proposals submitted by the Parties which may include fields and forms of cooperation, contact points, and if applicable, timeframes for the fulfilment of economic cooperation.

2. Each activity in an Annual Work Programme developed under this Chapter shall –

(a) be guided by the objectives agreed in Article 14.1;

(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.

The Annual Work Programme shall include periodic reporting to Parties, and shall be subjected to periodic review and modification from time to time by the Joint Committee.

Article 14.4: Competition Policy

1. The Parties shall endeavour to promote competition in markets through cooperation that includes sharing of the relevant experiences, expertise and non-confidential information on the development and implementation of competition law and policy, subject to their domestic laws and regulations.

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 uphold, maintain and enforce its domestic competition laws and regulations.

Article 14.5: 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, external parties to support the implementation of the Annual Work Programme.

Article 14.6: Forms of Cooperation

The Parties will endeavour to encourage technical, technological and scientific economic cooperation in a manner as agreed by the Parties and in accordance with the laws and regulations of the Parties, through the following ways:

(a) joint organisation of conferences, seminars, workshops, meetings, training sessions and outreach and education programs;

(b) exchange of delegations, professionals, technicians and specialists from the academic sector, institutions dedicated to research, private sector and governmental agencies, including study visits and internship programs for professional training;

(c) dialogue and exchange of experiences between the Parties' private sector and agencies involved in trade promotion;

(d) initiation of the knowledge-sharing platform aiming to transfer experience and best practices in the field of government development and modernisation to other countries through UAE's Government Experience Exchange Programme;

(e) promote joint business initiatives between entrepreneurs of the Parties; and

(f) any other form of cooperation that may be agreed by the Parties.

Article 14.7: Sub-Committee on Economic Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, the Parties hereby establish a Sub-Committee on Economic Cooperation ("Sub-Committee") which shall comprise of Government representatives of the Parties.

2. The Sub-Committee shall undertake the following functions:

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

(b) identify new opportunities and agree on new ideas for prospective cooperation or capacity building activities;

(c) formulate and develop Annual Work Programme proposals and their implementation mechanisms;

(d) coordinate, monitor and review progress of the Annual Work Programme to assess its overall effectiveness and

contribution to the implementation and operation of this Chapter;

(e) suggest amendments or modification if deemed necessary to the Annual Work Programme through periodic evaluations;

(f) cooperate with other Sub-Committees and/or subsidiary bodies established under this Agreement to perform stocktaking, monitoring and benchmarking on any issues related to the implementation of this Agreement, as well as to provide feedback and assistance in the implementation and operation of this Chapter; and

(g) report to and if deemed necessary, consult with the Joint Committee in relation to the implementation and operation of this Chapter.

3. In order to ensure the proper functioning of the Sub-Committee, each Party shall designate a contact point within a time as agreed between parties. Each Party will notify the other Party promptly of any change of contact point.

4. The Sub-Committee shall convene its inaugural meeting within a time to be agreed by the parties and subsequently meet at a venue and time to be agreed by the Parties.

Article 14.8: Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 15. ISLAMIC ECONOMY

Article 15.1. Definition

Article 15.1: Definition

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

(a) halal means permissible in accordance with Halal rules in Islamic shariah; and

(b) Islamic Economy means economic activities and processes, including inter alia securing, producing, trading, disseminating, investing and financing of goods and services, that are in accordance with Islamic rules and principles.

Article 15.2: Objectives and Scope

1. This Chapter is based on the principles of cooperation, common values and interests, considering the differences in the level of development, as appropriate.

2. The Parties recognise that the various sectors of Islamic Economy include but are not limited to:

(a) raw materials;

(b) food and beverages;

(c) pharmaceuticals and nutraceuticals;

(d) cosmetics and personal care;

(e) modest fashion;

(f) tourism;

(g) media and recreation;

(h) logistics services; and

(i) Islamic finance.

3. The Parties recognise that all sectors of the Islamic Economy are interdependent and mutually reinforcing the industry's growth, promotion, and development. Both Parties recognise that promoting the development of the Islamic Economy can be an engine for sustainable economic growth and diversification.

4. The Parties shall strive to facilitate and promote investment, financing, trade-in, and dissemination of, goods and services that contribute to the development of the Islamic Economy.

5. The Parties shall endeavour to expand bilateral trade volumes, knowledge transfer, and investment of the Islamic Economy to achieve desired outcomes and fully tap the market potential of the Islamic Economy.

6. The Parties underline the importance of promoting inclusive economic growth through supporting the contribution of micro, small, and medium-sized enterprisesin the Islamic Economy.

7. The Parties agree that sectors related to Islamic Economy must be provided with capacitybuilding programs to support Islamic Economy development.

8. The Parties emphasise the importance of information, innovation, education, training, research, empowerment programs and digitalisation in multiple sectors of the Islamic Economy at all levels to contribute to Islamic Economy development.

9. The Parties agree to exchange views and cooperate in this area, either bilaterally, regionally or multilaterally.

10. Except as otherwise provided, this Chapter applies to various aspects of the Islamic Economy in all its multi-dimensions.

Article 15.3: Rights and Obligations

Each Party reserves the right to supervise its Islamic Economic sectors in accordance with its laws and regulations, and its national interests, consistent with the rights and obligations of both Parties under this Agreement.

Article 15.4: Cooperation on Mutual Recognition of Halal Certification

1. Subject to the Parties' laws, regulations and national policies, the Parties recognise the importance of cooperation on mutual recognition of halal certification through the following means:

(a) strengthening and promoting the cooperation on shariah and technical procedures in halal certification between the Parties; and

(b) facilitating movement of local products from both countries through mutual recognition of halal certification of local products exported between the two countries.

2. The above means will be achieved through a memorandum of cooperation between the Parties.

Article 15.5: Cooperation in Halal Goods and Services

1. The Parties recognise the importance of developing sectors relating to halal goods and services in a manner consistent with Article 15.2.

2. Subject to laws and regulations enforced in the respective countries, the Parties shall cooperate to –

(a) promote and provide necessary support for economic cooperation between enterprises of halal products and Muslim-friendly services that operate in both Parties' territories, in accordance with their respective laws and regulations;

(b) facilitate and promote cross-border investment between both Parties that contribute to the development of sectors related to halal products and Muslim-friendly services that include but are not limited to halal industrial parks or estates, halal ports, special economic zones for Muslim-friendly tourism and other supporting infrastructures for the halal industry;

(c) develop and implement the effective and integrated value chain of halal goods and Muslim-friendly services between both Parties' territories;

(d) establish international halal hubs in regions of each Party to expand economic cooperation on the Islamic Economy with other Organisation of Islamic Cooperation member States;

(e) develop and promote a halal assurance system on a halal industrial estate for securing domestic needs and reaching the export potential market of both Parties; and

(f) develop guiding principles, technical guidance or best practices to advance halal products and Muslim-friendly services sectors.

Article 15.6: Islamic Finance

The Parties recognise the importance of developing sectors of Islamic finance, where they shall endeavour to –

(a) promote and facilitate the utilisation of Islamic finance for cross-border investments and activities within the Islamic Economy sectors;

(b) provide ease of doing business to Islamic financial institutions and related professional service providers, including facilitating license to operate and business process support, in compliance with the Parties' laws and regulations; encourage integration of sustainable practices with Islamic finance and effective utilisation of Islamic social finance instruments such as zakat and waqf;

(c) promote greater cooperation between both Parties to foster greater harmonisation of practices especially for cross-border investments and activities;

(d) enhance the Parties' global thought leadership and innovation in Islamic finance through collaboration in research and development, capacity building, knowledge sharing, events, publications, and any other manner deemed essential by the Parties; and

(e) examine other areas for mutual collaboration and cooperation as may be identified or agreed to by the Parties from time to time.

Article 15.7: Micro, Small and Medium Enterprises

The Parties recognise the importance of developing SMEs operating in sectors of the Islamic Economy, in accordance with the promotion of inclusive growth, where they agree to cooperate to:

(a) provide effective literacy and empowerment programs to strengthen and upscale SMEs of the Islamic Economy; and

(b) integrate SMEs into the global value chain of sectors of Islamic Economy between both Parties' territories.

Article 15.8: Digital Islamic Economy

1. The Parties recognise the importance of digitalisation of Islamic Economy.

2. The Parties agree to cooperate in relation to expanding all aspects of the digital Islamic Economy between both Parties that include but are not limited to the centre of Islamic economy, integrated information system or digitalised value chain for halal traceability, digital Islamic Economy ecosystem, incubator facilities and Shariah-compliant venture capital for digital startups in Islamic Economy.

Article 15.9: Cooperation in Research, Innovation and Human Resources

1. The Parties agree to strengthen their cooperation on jointly enhancing human resource capabilities and collaborating on research and innovation to achieve a global competitive edge in sectors of the Islamic Economy.

2. For paragraph 1, the Parties agree to cooperate in initiatives that include but are not limited to, formulating competency standards for human resources in the Islamic Economy, cooperation of halal incubation centres for empowering micro and small enterprises and collaboration on halal research and development centres and universities for producing breakthrough innovation related to sectors of Islamic Economy.

Article 15.10: Cooperation in International Fora

The Parties agree to strengthen their cooperation on issues of mutual interest to jointly promote the Islamic Economy, including trade and investment-related aspects, standards development and best practices in relevant bilateral, regional and multilateral fora.

Article 15.11: Transparency and Exchange of Information in Islamic Economy

1. Each Party shall disclose its regulations and procedures for trade in products, services and processes under the Islamic Economy. Each Party shall endeavour to provide and update the information electronically and in English. Any additions, amendments or exclusions shall be communicated by each Party.

2. The Parties shall exchange information on promoting and disseminating halal and Islamic certification or accreditation, conformity assessment, conformity scheme, permissible commercial information related to the Islamic Economy, and other related areas of mutual interest to respective government bodies, government-owned and private business entities.

3. A Party may request another Party to provide permissible information on any matter arising under this Chapter. A Party receiving a request under this paragraph shall provide that information within a reasonable period no later than 60 days, and if possible, by electronic means addressed to the contact point as stated in Article 15.14.

4. For greater certainty, a Party may request technical discussions with the other Party regarding technical regulations and equivalency procedures, which may significantly affect trade.

5. The relevant Parties shall discuss the matter raised within 60 days of the date of the request. If a requesting Party considers the matter urgent, it may request that any discussions occur within a shorter time frame. The Parties shall attempt to obtain a satisfactory resolution of the matter as expeditiously as possible, recognising that the time required to resolve a matter will depend on various factors and that it may not be possible to resolve every matter through technical discussions.

Article 15.12: Islamic Economy Cooperation Committee

The Parties shall establish an Islamic Economy Cooperation Committee to further the trade of goods and services and the investment in the Islamic economy sector. At the discretion of the Islamic Economy Cooperation Committee, sub-committees and working groups may be formed on a long-term or temporary basis as needed. This Islamic Economy Cooperation Committee should meet once a year or at closer intervals as needed.

Article 15.13: Review

The Parties shall periodically review, in the Islamic Economy Cooperation Committee, the progress achieved in pursuing the implementation of all the provisions and outcomes of this Chapter and consider relevant international developments to identify areas where further action could promote these objectives.

Article 15.14: Contact Points

1. Within 60 days of the date of entry into force of this Agreement, each Party shall designate a contact point for matters arising under this Chapter.

2. A Party shall promptly notify the other Parties of any change of its contact point or the details of the relevant officials.

3. The responsibilities of each contact point shall include—

(a) communicating with the other Parties' contact points, including facilitating discussions, requests and the timely exchange of information on matters arising under this Chapter;

(b) communicating with and coordinating the involvement of relevant government agencies, including regulatory authorities, in its territory on relevant matters pertaining to this Chapter;

(c) consulting and if appropriate, coordinating with interested persons in its territory on relevant matters pertaining to this Chapter; and

(d) carrying out any additional responsibilities specified by the Islamic Economy Cooperation Committee in this Chapter.

Article 15.15: Non-Application of Dispute Settlement

No Party shall have recourse to dispute settlement under Chapter 16 (Dispute Settlement) for any matter arising under this Chapter.

Chapter 16. DISPUTE SETTLEMENT

Article 16.1. Definitions

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

(a) Complaining Party means a Party that requests the establishment of a panel under Article 16.8;

(b) Parties means collectively the Complaining Party and the Responding Party;

(c) Party means individually the Complaining Party or the Responding Party to the dispute; and

(d) Responding Party means a Party that receives the request for the establishment of a panel under Article 16.8.

Article 16.2: Objective

The objective of this Chapter is to establish an effective, efficient and transparent mechanism for settling disputes between the Parties concerning the interpretation and application of this Agreement with a view to reaching, where possible, a mutually agreed solution.

Article 16.3: Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement and shall make every attempt through cooperation to arrive at a mutually satisfactory resolution of any matter that might affect the operation of this Agreement.

Article 16.4: Scope

1. Except as provided in paragraphs 2 and 3, this Chapter shall apply with respect to the settlement of any dispute between the Parties concerning the interpretation or application of this Agreement (hereinafter referred to as "covered provisions"), 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 otherwise failed to carry out its obligations under this Agreement.

2. This Chapter shall not cover non-violation complaints and other situation complaints.

3. The Parties agree that neither Party shall have recourse to dispute settlement under this Chapter for any matter arising under the following Chapters of this Agreement:

(a) Trade Remedies, except section A (Bilateral Safeguard Measures);

(b) Sanitary and Phytosanitary Measures;

(c) Investment Facilitation;

(d) Government Procurement;

(e) Small and Medium-Sized Enterprises;

(f) Economic Cooperation; and

(g) Islamic Economy.

Article 16.5: Contact Points

1. Each Party shall designate a contact point to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written submission or other document made in accordance with this Chapter shall be delivered to the other Party through its designated contact point.

Article 16.6 : Consultations

1. The Parties shall endeavour to resolve any dispute referred to in Article 16.4 by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request delivered to the other Party identifying the reasons for the request, including the measure at issue and a description of its factual basis and the legal basis specifying the covered provisions that it considers applicable.

3. The Party to which the request for consultations is made shall reply to the request promptly, but no later than 10 days after the date of receipt of the request. Consultations shall be held within 60 days after the date of receipt of the request. The consultations shall be deemed to be concluded within 60 days of the date of receipt of the request, unless the Parties agree otherwise.

4. Notwithstanding paragraph 3, consultations on matters of urgency including those which concern perishable goods or where appropriate, seasonal goods or seasonal services, shall be held within 10 days after the date of receipt of the request. The consultations shall be deemed to be concluded within 20 days of the date of receipt of the request unless the Parties agree otherwise.

5. During consultations, each Party shall provide sufficient information so as to allow a complete examination of the measure at issue including how that measure is affecting the operation and application of this Agreement.

6. Consultations, including all information disclosed and positions taken by the Parties during consultations, shall be confidential and without prejudice to the rights of either Party in any further proceedings.

7. Consultations may be held in person or by any other means of communication agreed by the Parties. Unless the Parties

agree otherwise, consultations, if held in person, shall take place in the territory of the Party to which the request is made.

8. If the Party to which the request is made does not respond to the request for consultations within 10 days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3 or in paragraph 4 respectively, or if the Parties agree not to have consultations, or if consultations have been concluded and no mutually agreed solution has been reached, the Party that sought consultations may have recourse to Article 16.8.

Article 16.7: Good Offices, Conciliation or Mediation

1. The Parties may at any time agree to enter into good offices, conciliation or mediation. They may begin at any time and be terminated by either Party at any time.

2. Proceedings involving good offices, conciliation or mediation and the particular positions taken by the Parties in these proceedings, shall be confidential and without prejudice to the rights of either Party in any further proceedings under this Chapter or any other proceedings before a forum selected by the Parties.

3. If the Parties agree, procedures for good offices, conciliation or mediation may continue while the panel procedures proceed.

Article 16.8: Establishment of a Panel

1. The Complaining Party may request the establishment of a panel if:

(a) the Responding Party does not reply to the request for consultations in accordance to the time frames referred in Article 16.6 ; or

(b) the consultations referred to in Article 16.6 are not held or fail to settle a dispute within 30 days or 20 days in relation to matter of urgency including those which concern perishable goods after the date of the receipt of the request for consultations by the Responding Party.

2. The request for the establishment of a panel shall be made by means of a written request delivered to the Responding Party and shall identify the measure at issue and indicate the factual basis of the complaint and the legal basis specifying the relevant covered provisions in a manner sufficient to present how such measure is inconsistent with those provisions.

3. When a request is made by the Complaining Party in accordance with paragraph 1, a panel shall be established.

Article 16.9: Composition of a Panel

1. Unless the Parties agree otherwise, a panel shall consist of three panellists.

2. Within 30 days after the request for the establishment of a panel is made in accordance with Article 16.8.2, each Party shall appoint a panellist and notify to the other Party of its appointment. The Parties shall, by common agreement, appoint the third panellist, who shall serve as the chairperson of the panel, within 45 days after the establishment of a panel in accordance with Article 16.8.3.

3. If Party fails to appoint a panellist within the period established in paragraph 2, the other Party, within a period of 20 days, may request the Director-General of the WTO to appoint the unappointed panellists within 20 days of that request.

4. If the Director-General of the WTO notifies the Parties to the dispute that he or she is unavailable or does not appoint the unappointed panellist within 20 days of the date of the request made pursuant to paragraph 3, any Party to the dispute may request the SecretaryGeneral of the Permanent Court of Arbitration to appoint the unappointed panellist within 20 days of that request.

5. If the Parties do not agree on the chairperson of the panel within the time period established in paragraph 2, they shall within the next 10 days, exchange their respective lists comprising three nominees each who shall not be nationals of either Party. The chairperson shall then be appointed by random selection from the lists within 10 days after the expiry of the time period during which the Parties shall exchange their respective lists of nominees. The random selection of the chairperson of the panel shall be made by the two appointed panellists with the presence of representatives of both Parties.

6. If a Party fails to submit its list of three nominees within the time period established in paragraph 5, the chairperson shall be appointed by random selection from the list submitted by the other Party.

7. The date of composition of the panel shall be the date on which the last of the three selected panellists has notified to the Parties the acceptance of his or her appointment.

Article 16.10: Decision on Urgency

If a Party so requests, the panel shall give a preliminary ruling, within 15 days of its composition, whether the dispute concerns matters of urgency.

Article 16.11: Requirements for Panellists

1. Each panellist including the chairperson shall:

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

(b) be independent of and not be affiliated with or take instructions from, either Party;

(c) serve in their individual capacities and not take instructions from any organisation or government with regard to matters related to the dispute;

(d) comply with the Code of Conduct established in Annex 16B (Code of Conduct for Panellists and Others Engaged in Dispute Settlement Proceedings under this Agreement);

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

(f) be a national of states having diplomatic relations with both Parties to the dispute.

2. The chairperson shall also have experience in dispute settlement procedures.

3. Persons who provided good offices, conciliation or mediation to the Parties, pursuant to Article 16.7 in relation to the same or a substantially equivalent matter, shall not be eligible to be appointed as panellists in that matter.

Article 16.12: Replacement of Panellists

If any of the panellists of the original panel becomes unable to act, withdraws or needs to be replaced because that panellist does not comply with the requirements of the code of conduct, a successor panellist shall be appointed in the same manner as prescribed for the appointment of the original panellist under Article 16.9 and the work of the panel shall be suspended during the appointment of the successor panellist.

Article 16.13: Functions of the Panel

Unless the Parties otherwise agree, the panel –

(a) shall make an objective assessment of the matter before it, including an objective assessment of:

(i) the facts of the case;

(ii) the applicability of the provisions of this Agreement cited by the Parties to the dispute; and

(iii) whether:

(A) the measure at issue is not in conformity with the obligations under this Agreement; or

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

(b) shall set out, in its decisions and reports, the rationale behind any findings and conclusions that it makes; and

(c) should consult regularly with the Parties and provide adequate opportunities for the development of a mutually satisfactory solution.

Article 16.14: Terms of Reference

1. Unless the Parties otherwise agree within 15 days after the date of establishment of the panel, the terms of reference of the panel shall be:

“to examine, in the light of the relevant covered provisions of this Agreement cited by the Parties, the matter referred to in the request for the establishment of the panel, to make findings of law and fact and determinations on the conformity of the measure at issue with the relevant covered provisions of this Agreement as well as recommendations, if any, on the means to resolve the dispute, and to deliver a report in accordance with Articles 16 .18 and 16.19”

2. If the Parties agree on other terms of reference than those referred to in paragraph 1 within the timeline specified therein, they shall notify the agreed terms of reference to the panel no later than 5 days after their agreement.

Article 16.15: Rules of Interpretation

1. The panel shall interpret the covered provisions in accordance with customary rules of interpretation of public international law.

2. When appropriate, the panel may also take into account relevant interpretations in reports of panels established under this Agreement and reports of panels and the Appellate Body adopted by the Dispute Settlement Body of the WTO.

3. The rulings of the panel cannot add to or diminish the rights and obligations of the Parties provided under this Agreement.

Article 16.16: Procedures of the Panel

1. Unless the Parties otherwise agree, the panel shall follow the model Rules of Procedure set out in Annex 16A (Rules of Procedure for the Panel).

2. Any time period or other rules and procedures for panels provided for in this Chapter may be modified by mutual consent of the Parties to the dispute. The Parties to the dispute may also agree at any time not to apply any provision of this Chapter.

3. There shall be no ex parte communications with the panel concerning matters under its consideration.

4. The deliberations of the panel and the documents submitted to it shall be kept confidential.

5. A Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing such inconsistency. A Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.

6. The panel should consult with the Parties as appropriate and provide adequate opportunities for the development of a mutually agreed solution.

7. The panel shall take its decisions, including its reports by consensus, but if consensus is not possible then by majority vote. Any panellist may furnish dissenting and separate opinions on matters not unanimously agreed and such opinions shall not be disclosed.

8. Decisions of the panel shall be binding on the Parties.

Article 16.17: Receipt of Information

1. Upon the request of a Party, or on its own initiative, the panel may seek from the Parties relevant information it considers necessary and appropriate. The Parties shall respond promptly and fully to any request by the panel for information.

2. Upon the request of a Party or on its own initiative, the panel may seek from any source any information it considers appropriate.

3. On request of a Party or on its own initiative, the panel may seek technical advice or expert opinion from any individual or body that it deems appropriate, and subject to any terms and conditions as the Parties agree.

4. Any information, advice or opinion obtained by the panel under this Article shall be made available to the Parties and the Parties may provide comments on that information.

Article 16.18: Interim Report

1. The panel shall deliver an interim report to the Parties within 90 days after the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its interim report. Under no circumstances shall the delay exceed 30 days after the deadline. The interim report shall not be made public.

2. The interim report shall set out a descriptive part and the panel's findings and conclusions.

3. Each Party may submit to the panel written comments and a written request to review precise aspects of the interim report within 15 days of the date of issuance of the interim report. A Party may comment on the others Party's request within 7 days of the delivery of the request.

4. After considering any written comments and requests by each Party on the interim report, the panel may modify the interim report and make any further examination it considers appropriate.

Article 16.19: Final Report

1. The panel shall deliver its final report to the Parties within 150 days of the date of composition of the panel. When the panel considers that this deadline cannot be met, the chairperson of the panel shall notify the Parties in writing, stating the reasons for the delay and the date on which the panel plans to deliver its final report. Under no circumstances shall the delay exceed 30 days after the deadline.

2. The final report shall include a discussion of any written comments and requests made by the Parties on the interim report. The panel may, in its final report, suggest ways in which the final report could be implemented.

3. The final report shall be made public within 15 days of its delivery to the Parties unless the Parties otherwise agree to publish the final report only in parts or not to publish the final report.

Article 16.20: Implementation of the Final Report

1. Where the panel finds that the Responding Party has acted inconsistently with a covered provision pursuant to Article 16.4, the Responding Party shall take any measure necessary to comply promptly and in good faith with the Panel ruling.

2. If it is impossible to comply immediately, the Responding Party shall, no later than 30 days after the delivery of the final report, notify the Complaining Party of the reasonable period of time necessary for compliance with the final report and the Parties shall endeavour to agree on the reasonable period of time required for compliance with the final report.

Article 16.21: Reasonable Period of Time for Compliance

1. If the Parties have not agreed on the length of the reasonable period of time, the Complaining Party shall, no later than 20 days after the date of receipt of the notification made by Responding Party in accordance with Article 16.20.2, request in writing the original panel to determine the length of the reasonable period of time. Such request shall be notified to the Responding Party. The 20-day period referred to in this paragraph may be extended by mutual agreement of the Parties.

2. The original panel shall deliver its decision to the Parties within 20 days from the relevant request.

3. The length of the reasonable period of time for compliance with the final report may be extended by mutual agreement of the Parties.

Article 16.22: Compliance Review

1. The Responding Party shall deliver a written notification of its progress in complying with the final report to the Complaining Party at least one month before the expiry of the reasonable period of time for compliance with the final report unless the Parties agree otherwise.

2. The Responding Party shall, no later than at the date of expiry of the reasonable period of time, deliver a notification to the Complaining Party of any measure that it has taken to comply with the final report along with a description on how the measure ensures compliance sufficient to allow the Complaining Party to assess the measure before the expiry of the reasonable period of time.

3. Where the Parties disagree on the existence of measures to comply with the final report, or their consistency with the covered provisions, the Complaining Party may request in writing the original panel to decide on the matter before compensation can be sought or suspension of benefits can be applied in accordance with Article 16.23.1(c). Such request shall be notified to the Responding Party.

4. The request shall provide the factual and legal basis for the complaint, including the identification of the specific measures at issue and an indication of why any measures taken by the Responding Party fail to comply with the final report or are otherwise inconsistent with the covered provisions.

5. The panel shall deliver its decision to the Parties within 60 days of the date of submission of the request.

Article 16.23: Temporary Remedies in Case of Non-Compliance

1. If the Responding Party:

(a) fails to notify any measure taken to comply with the final report before the expiry of the reasonable period of time; or

(b) notifies the Complaining Party in writing that it is not possible to comply with the final report within the reasonable period of time; or

(c) the original panel finds that no measure taken to comply exists or that the measure taken to comply with the final report

as notified by the Responding Party is inconsistent with the covered provisions;

The Responding Party shall, on request of the Complaining Party, enter into consultations with a view to agreeing on mutually satisfactory compensation or any alternative arrangement.

2. If the Parties fail to reach a mutually satisfactory compensation or any alternative arrangement within 20 days after the date of receipt of the request made in accordance with paragraph 1, the Complaining Party may deliver a written notification to the Responding Party that it intends to suspend the application of concessions or other obligations under this Agreement. The notification shall specify the level of the intended suspension of concessions or other obligations and indicate the relevant sector or sectors in which the Complaining Party proposes to suspend such concessions or other obligations.

3. The Complaining Party may begin the suspension of concessions or other obligations referred to in the paragraph 2, 30 days after the date when it served notice on the Responding Party, unless the Responding Party made a request under paragraph 7.

4. The suspension of concessions or other obligations:

(a) shall be at a level equivalent to the nullification or impairment that is caused by the failure of the Responding Party to comply with the final report; and

(b) shall be restricted to benefits accruing to the Responding Party under this Agreement.

5. In considering what concessions or other obligations to suspend in accordance with paragraph 2, the Complaining Party shall apply the following principles:

(a) the Complaining Party should first seek to suspend the concessions or other obligations in the same sector or sectors as that affected by the measure that the panel has found to be inconsistent with this Agreement; and

(b) the Complaining Party may suspend concessions or other obligations in other sectors, if it considers that it is not practicable or effective to suspend concessions or other obligations in the same sector(s). The communication in which it notifies such a decision shall indicate the reasons on which it is based.

6. The suspension of concessions or other obligations or the mutually satisfactory agreement foreseen in the paragraph 1 shall be temporary and shall only apply until the inconsistency of the measure with the relevant covered provisions has been removed, or until the Parties have reached a mutually agreed solution pursuant to Article 16.28.

7. If the Responding Party considers that the suspension of concessions or other obligations does not comply with paragraphs 4 and 5, that Party may request in writing the original panel to examine the matter no later than 15 days after the date of receipt of the notification referred to in paragraph 2. That request shall be notified simultaneously to the Complaining Party. The original panel shall notify to the Parties its decision on the matter no later than 45 days of the receipt of the request from Responding Party, or if the original panel cannot be established with its original members, from the date on which the last panellist of the newly established panel is appointed pursuant to Article 16.9. Concessions or other obligations shall not be suspended until the panel has delivered its decision pursuant to this paragraph. The suspension of concessions or other obligations shall be consistent with this decision.

Article 16.24: Review of any Measure Taken to Comply After the Adoption of Temporary Remedies

1. Upon the notification by the Responding Party to the Complaining Party of the measure taken to comply with the final report panel decision:

(a) in a situation where the right to suspend concessions or other obligations has been exercised by the Complaining Party in accordance with Article 16.23, the Complaining Party shall terminate the suspension of concessions or other obligations no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2; or

(b) in a situation where necessary compensation has been agreed, the Responding Party may terminate the application of such compensation no later than 30 days after the date of receipt of the notification, with the exception of the cases referred to in paragraph 2.

2. If the Parties do not reach an agreement on whether the measure notified in accordance with paragraph 1 is consistent with the relevant covered provisions within 30 days after the date of receipt of the notification, the Complaining Party shall request in writing the original panel to examine the matter. That request shall be notified to the Responding Party. The decision of the panel shall be notified to the Parties no later than 30 days after the date of submission of the request. If

the panel decides that the measure notified in accordance with paragraph 1 is consistent with the covered provisions, the suspension of concessions or other obligations, or the application of the compensation, as the case may be, shall be terminated no later than 15 days after the date of the decision. If the panel determines that the notified measure achieves only partial compliance with the covered provisions, the level of suspension of benefits or other obligations, or of the compensation, shall be adapted in light of the decision of the panel.

Article 16.25: Suspension and Termination of Proceedings

If both Parties so request in writing, the panel shall suspend for a period agreed by the Parties and not exceeding 12 consecutive months from such request. In the event of a suspension of the work of the panel, the relevant time periods under this Chapter shall be extended by the same period of time for which the work of the panel was suspended. The panel shall resume its work before the end of the suspension period at the written request of both Parties. If the work of the panel has been suspended for more than 12 consecutive months, the authority of the panel shall lapse and the dispute settlement procedure shall be terminated unless the Parties agree otherwise.

Article 16.26: Choice of Forum

1. Unless otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to have recourse to dispute settlement procedures available under other international trade agreements to which they are both Parties.

2. If a dispute with regard to a particular measure arises under this Agreement and under another international trade agreement to which both Parties are party, including the WTO Agreement, the Complaining Party may select the forum in which to settle the dispute.

3. Once the Complaining Party has selected the forum and initiated dispute settlement proceedings under this Chapter or under the other international agreement with respect to the particular measure referred to in paragraph 2, the selected forum shall be used to the exclusion of other fora.

4. For the purpose of paragraph 3:

(a) dispute settlement proceedings under this Chapter are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 16.8;

(b) dispute settlement proceedings under the WTO Agreement are deemed to be initiated when a Party requests the establishment of a panel in accordance with Article 6 of the DSU; and

(c) dispute settlement proceedings under any other agreement are deemed to be initiated in accordance with the relevant provisions of that agreement.

Article 16.27: Costs

1. Unless the Parties otherwise agree, the costs of the chairperson of the panel and other expenses associated with the conduct of its proceedings shall be borne in equal parts by the Parties.

2. Each Party shall bear its appointed panellist and its own expenses and legal costs in the panel proceedings.

Article 16.28: Mutually Agreed Solution

1. The Parties may reach a mutually agreed solution at any time with respect to any dispute referred to in Article 16.3.

2. If a mutually agreed solution is reached during the panel procedure, the Parties shall jointly notify that solution to the chairperson of the panel. Upon such notification, the panel shall be terminated.

3. Each Party shall take measures necessary to implement the mutually agreed solution within the agreed time period.

4. No later than at the expiry of the agreed time period, the implementing Party shall inform the other Party, in writing, of any measure that it has taken to implement the mutually agreed solution.

Article 16.29: Time Periods

1. All time periods laid down in this Chapter shall be counted in calendar days from the day following the act or fact to which they refer, unless otherwise specified in this Chapter.

2. Any time period referred to in this Chapter may be modified by mutual agreement of the Parties.

3. All time periods laid down in this Chapter for cases of urgency shall be cut by half except as otherwise provided in this

Chapter.

Article 16.30: Annexes

The Joint Committee may modify the Annexes 16A (Rules of Procedure for the Panel) and 16B (Code of Conduct for Panellists and Others Engaged in Dispute Settlement Proceedings under this Agreement).

ANNEX 16A. RULES OF PROCEDURE FOR THE PANEL

Timetable

1. After consulting the Parties, the panel shall, whenever possible within 10 days of the appointment of the final panellist, fix the timetable for the panel process.

2. The panel process shall, as a general rule, not exceed 150 days from the date of composition of the panel until the date of the final report, unless the Parties otherwise agree.

3. Should the panel consider there is a need to modify the timetable, it shall inform the Parties in writing of the proposed modification and the reason for it. In cases of urgency in accordance with Article 16.10, the panel, after consulting the Parties, shall adjust the timetable as appropriate and shall notify the Parties of such adjustment.

Written Submissions and other Documents

4. Unless the panel otherwise decides, the Complaining Party shall deliver its first written submission to the panel no later than 20 days after the date of composition of the panel. The Responding Party shall deliver its first written submission to the panel and to the Complaining Party no later than 20 days after the date of delivery of the Complaining Party's first written submission unless the arbitral panel decides otherwise.

5. A Party shall provide a copy of its written submission to each of the panellists and to the other Party. The copy shall be delivered in electronic format against receipt or if agreed by the Parties, a copy of the documents shall also be provided by registered post, courier or facsimile.

6. Within 20 days of the conclusion of the hearing, each Party may deliver to the panel and the other Party a supplementary written submission responding to any matter that arose during the hearing.

7. The Parties shall transmit all information or written submissions, written versions of oral statements and responses to questions put by the panel to the other Party to the dispute at the same time as it is submitted to the panel.

8. All written documents provided to the panel or by one Party to the other Party shall be delivered in electronic format against receipt or if agreed by the Parties, a copy of the documents shall also be provided by registered post, courier or facsimile.

9. Minor errors of a clerical nature in any request, notice, written submission or other document related to the panel proceeding may be corrected by delivery of a new document clearly indicating the changes.

Operation of the Panel

10. The chairperson of the panel shall preside at all of its meetings and shall fix the date and time of the hearing in consultation with the Parties and other members of the panel. The panel may delegate to the chairperson the authority to make administrative and procedural decisions.

11. Panel deliberations shall be confidential. Only panellists may take part in the deliberations of the panel. The reports of panels shall be drafted without the presence of the Parties in the light of the information provided and the statements made.

12. Opinions expressed in the panel report by individual panellists shall be anonymous.

Hearings

13. The Parties shall be given the opportunity to attend hearings and meetings of the panel.

14. The panel shall provide for at least one hearing for the Parties to present their cases to the panel.

15. Unless the Party disagrees the Panel may decide to convene additional hearings or not to convene a hearing at all.

16. All panellists shall be present at hearings. Panel hearings shall be held in closed session with only the panellists and the

Parties in attendance. However, in consultation with the Parties, assistants, translators or designated note takers may also be present at hearings to assist the panel in its work. Any such arrangements established by the panel may be modified with the agreement of the Parties.

17. The hearing shall be conducted by the panel in a manner ensuring that the Complaining Party and the Responding Party are afforded equal time to present their case. The panel shall, as a general rule, conduct the hearing in the following manner:

(a) argument of the Complaining Party;

(b) argument of the Responding Party;

(c) the reply of the Complaining Party;

(d) the counter-reply of the Responding Party;

(e) closing statement of the Complaining Party; and

(f) closing statement of the Responding Party.

18. The chairperson may set time limits for oral arguments to ensure that each Party is afforded equal time.

Written Questions

19. The panel may direct written questions to either Party at any time during the proceedings. A Party to whom the panel addresses a written question shall deliver a written reply to the panel and the other Party in accordance with the timetable established by the panel.

20. Each Party shall be given the opportunity to provide written comments on the response of the other Party within the timetable established by the panel.

Confidentiality

21. The panel's hearings and the documents submitted to it shall be confidential. Each Party shall treat as confidential information submitted to the panel by the other Party which that Party has designated as confidential.

22. Where a Party designates its written submissions to the panel as confidential, it shall, on request of the other Party, provide the panel and the other Party with a non-confidential summary of the information contained in its written submissions that could be disclosed to the public no later than 10 days after the date of request. Nothing in these Rules shall prevent a Party from disclosing statements of its own positions to the public.

Working language

23. The working language of the panel proceedings, including for written submissions, oral arguments or presentations, the report of the panel and all written and oral communications between the Parties and with the panel, shall be English.

Venue

24. The venue for the hearings of the panel shall be decided by agreement between the Parties. If there is no agreement, the first hearing shall be held in the territory of the respondent Responding Party complained against, and any additional hearings shall alternate between the territories of the Parties.

Expenses

25. The panel shall keep a record and render a final account of all general expenses incurred in connection with the proceedings, including those paid to its assistants, designated note takers or other individuals that it retains.

Ex Parte Contacts

26. The panel shall not meet or contact a Party in the absence of the other Party.

27. No Party shall contact any panellist in relation to the dispute in the absence of the other Party or other panellists.

28. No panellist shall discuss any aspect of the subject-matter of the proceedings with a Party in the absence of the other Party and other panellists.

ANNEX 16B. CODE OF CONDUCT FOR PANELLISTS AND OTHERS ENGAGED IN

DISPUTE SETTLEMENT PROCEEDINGS UNDER THIS AGREEMENT

Definitions

1. For the purposes of this Annex (1):

(1) For greater certainty, this Annex is applicable for the purpose of Article 16.7, unless otherwise provided by the instruments of good offices, conciliation and mediation.

(a) assistant means a person who, under the terms of appointment of a panellist, conducts research or provides support for the panellist's works, and under the direction and control of a panellist in assisting with case-specific task;

(b) candidate means a person who is under consideration for selection as a panellist;

(c) panellist means a member of a panel established under Article 16.8;

(d) proceeding means the proceeding of a panel under this Chapter, unless otherwise specified; and

(e) staff means, in respect of a panellist, persons under the direction and control of the panellist, other than assistant.

Responsibilities to the Process

2. Every panellist shall –

(a) avoid impropriety and the appearance of impropriety;

(b) be independent and impartial;

(c) avoid direct and indirect conflicts of interests; and

(d) observe high standards of conduct so that the integrity and impartiality of the dispute settlement process are preserved.

3. Former panellists shall comply with the obligations established in paragraphs 17 through 20 of this Annex.

Disclosure Obligations

4. Prior to confirmation of his or her selection as a panellist under Article 16.9, a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

5. Once selected, a panellist shall continue to make all reasonable efforts to become aware of any interests, relationships and matters referred to in paragraph 3 and shall disclose them by communicating them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is a continuing duty, which requires a panellist to disclose any such interests, relationships and matters that may arise during any stage of the proceeding.

Performance of Duties by Panellists

6. A panellist shall –

(a) comply with the provisions of this Chapter and its Annexes;

(b) on selection, perform his or her duties thoroughly and expeditiously throughout the course of the proceeding with fairness and diligence;

(c) not deny other panellists the opportunity to participate in all aspects of the proceeding;

(d) consider only those issues raised in the proceeding and necessary to rendering a decision and shall not delegate the duty to decide to any other person;

(e) take all appropriate steps to ensure that the panellist's assistant and staff are aware of and comply with, paragraphs 2, 3, 4, 5, 9, 10 and 11; of this Annex;

(f) not engage in ex parte contacts concerning the proceeding.

(g) not communicate matters concerning actual or potential violations of this Annex by another panellist unless the

communication is to both Parties or is necessary to ascertain whether that panellist has violated or may violate this Annex; and

(h) keep a record and render a final account of the time devoted to the panel proceedings and of his or her expenses, as well as the time and expenses of his or her staff and assistants.

Independence and Impartiality of Panellists

7. A panellist shall –

(a) be independent and impartial;

(b) act in a fair manner and shall avoid creating an appearance of impropriety or bias;

(c) not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism;

(d) not directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of the panellist's duties;

(e) not use his or her position on the panel to advance any personal or private interests;

(f) avoid actions that may create the impression that others are in a special position to influence the panellist. A panellist shall make every effort to prevent or discourage others from representing themselves as being in such a position;

(g) not allow past or existing financial, business, professional, family or social relationships or responsibilities to influence the panellist's conduct or judgment; and

(h) avoid entering into any relationship, or acquiring any financial interest, that is likely to affect the panellist's impartiality or that might reasonably create an appearance of impropriety or bias.

Duties in Certain Situations

8. A panellist or former panellist shall avoid actions that may create the appearance that the panellist was biased in carrying out the panellist's duties or would benefit from the decision or report of the panel.

Maintenance of Confidentiality

9. A panellist or former panellist shall not at any time disclose or use any non-public information concerning the proceeding or acquired during the proceeding except for the purposes of the proceeding and shall not, in any case, disclose or use any such information to gain personal advantage, or advantage for others, or to affect adversely the interest of others.

10. A panellist shall not disclose a panel report, or parts thereof, prior to its publication.

11. A panellist or former panellist shall not at any time disclose the deliberations of a panel, or any panellist's view, except as required by legal or constitutional requirements.

12. A panellist shall not make a public statement regarding the panel proceeding.

Chapter 17. EXCEPTIONS

Article 17.1 : General Exceptions

1. For the purposes of Chapter 2 (Trade in Goods), Chapter 4 (Customs Procedures and Trade Facilitation), Chapter 5 (Technical Barriers to Trade), Chapter 6 (Sanitary and Phytosanitary Measures) and Chapter 7 (Rules of Origin), Article XX of the GATT 1994 and its interpretative note are incorporated into and form part of this Agreement, mutatis mutandis.

2. For the purposes of Chapter 8 (Trade in Services) and Chapter 9 (Digital Trade) (1), Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, mutatis mutandis.

(1) This paragraph is without prejudice to whether a Party considers a digital product to be a good or service.

Article 17.2: Security Exceptions

1. Nothing in this Agreement shall be construed:

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

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

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

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

(iii) relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;

(iv) taken so as to protect critical public infrastructure, including, but not limited to, critical communications infrastructures, power infrastructures and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructures;

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

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

2. Each Party shall to the extent possible inform the other Party of measures taken under subparagraphs 1(b) and (c) and of their termination.

Article 17.3: Taxation

1. Nothing in this Agreement shall apply to any taxation measure. (2)

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

(2) For the avoidance of doubt, provisions where corresponding rights and obligations are granted or imposed under the WTO Agreement shall apply to taxation measures.

Chapter 18. ADMINISTRATION OF THE AGREEMENT

Article 18.1: Joint Economic and Trade Council

A Joint Economic and Trade Council is hereby established which shall be co-chaired by Ministers in charge of international trade. The Joint Economic and Trade Council shall meet within two years after the entry into force of this Agreement unless otherwise agreed by the Parties. Thereafter, it shall meet whenever necessary.

Article 18.2: Duties of the Joint Economic and Trade Council

The Joint Economic and Trade Council shall review the progress made in the implementation of this Agreement. It shall also examine any major issues arising in relation to this Agreement and any other bilateral or international issues of mutual interest.

Article 18.3: Procedures of the Joint Economic and Trade Council

1. The Joint Economic and Trade Council shall consist of senior officials of the Parties.

2. The Joint Economic and Trade Council shall establish its rules of procedures and financial arrangements.

3. The Joint Economic and Trade Council may take decisions on any matter related to this Agreement subject to the respective internal legal procedures of the Parties. The Joint Economic and Trade Council may also make recommendations on matters related to this Agreement.

4. The Joint Economic and Trade Council shall take decisions and make recommendations by the consensus of the Parties.

Article 18.4: Joint Committee

1. The Parties hereby establish a Joint Committee consisting of senior officials designated by each Party.

2. The Joint Committee shall convene its inaugural meeting within one year after the entry into force of this Agreement. Thereafter, it shall meet every two years unless the Parties agree otherwise, to consider any matter relating to this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties unless the Parties agree otherwise.

3. The Joint Committee shall also hold special sessions, within 30 days upon the request of either Party unless agreed otherwise.

4. The functions of the Joint Committee shall be as follows:

(a) to review and assess the results and overall operation of this Agreement in the light of the experience gained during its application and its objectives;

(b) to consider and recommend any amendments to this Agreement that may be proposed by either Party, including the modification of concessions made under this Agreement. Any such amendment shall enter into force in accordance with the procedure set forth in Article 19.2 (Amendments) and Article 19.6 (Entry into Force);

(c) to endeavour to amicably resolve disputes between the Parties arising from the interpretation or application of this Agreement;

(d) to supervise and coordinate the work of all sub-committees and working groups established under this Agreement;

(e) consider any other matter that may affect the operation of this Agreement;

(f) if requested by either Party, to propose mutually agreed interpretation to be given to the provisions of this Agreement;

(g) adopt decisions or make recommendations as envisaged by this Agreement; and

(h) to carry out any other functions as may be agreed by the Parties.

5. The Joint Committee shall establish its own rules of working procedures.

6. Meetings of the Joint Committee and of any standing or ad hoc sub-committees or working groups may be conducted in person or by any other means as determined by the Parties.

Article 18.5: Sub-Committees

1. The following sub-committees established under this Agreement are subject to the powers of the Joint Committee:

(a) Sub-Committee on Trade in Goods;

(b) Sub-Committee on Economy Cooperation; and

(c) Sub-Committee on Islamic Economy Cooperation.

2. The sub-committees, listed in paragraph 1, may set up ad hoc working groups to deal with specific issues referred to them by the Joint Committee. Other procedures and functions of the subcommittees are to be specified in the individual chapters which established such sub-committees.

3. The Joint Committee may establish sub-committees other than those listed in paragraph 1 as it considers necessary to assist it in accomplishing it tasks and address specific issues under any chapter of this Agreement.

Article 18.6: Communications

1. Each Party shall designate a contact point to receive and facilitate official communications among the Parties on any matter relating to this Agreement.

2. All official communications in relation to this Agreement shall be in the English language

Chapter 19. FINAL PROVISIONS

Article 19.1. Annexes, Side Letters and Footnotes

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

Article 19.2. Amendments

1. This Agreement may be amended in writing by agreement between the Parties.

2. Either Party may submit proposals for amendments to this Agreement to the Joint Committee for consideration and recommendation.

3. Amendments to this Agreement shall, after consideration and recommendation by the Joint Committee, be submitted to the Parties for ratification, acceptance or approval in accordance with the constitutional requirements or legal procedures of the respective Parties.

4. Amendments shall take the form of a protocol unless otherwise agreed by the Parties and shall be an integral part of the agreement.

5. Amendments to this Agreement shall enter into force in the same manner as provided for in Article 19.6, unless otherwise agreed by the Parties.

Article 19.3. Accession

After the date of entry into force of this Agreement, any country may accede to this Agreement, subject to the consent of the Parties and to such terms and conditions agreed between the Parties and that country and following approval in accordance with the applicable legal requirements and procedures of each Party and acceding country.

Article 19.4. Duration and Termination

1. This Agreement shall remain in force, unless it is terminated.

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

Article 19.5. General Review

The Parties shall undertake a general review of the Agreement, with a view to furthering its objectives, within five years of the entry into force of this Agreement and at least every five years thereafter unless otherwise agreed by the Parties.

Article 19.6. Entry Into Force

1.The Parties shall ratify this Agreement in accordance with their domestic legal procedures.

2. When a Party has ratified this Agreement, that Party shall notify the other Party of such ratification, approval or acceptance in writing, through diplomatic channels, within a period of 60days from such ratification.

3. Unless the Parties agree otherwise, where both Parties have notified each other of such ratification, approval or acceptance, this Agreement shall enter into force on the first day of the second month following the date of receipt of the last written notification.

Article 19.7. Authentic Texts

This Agreement is done in duplicate in Arabic and English languages. All texts shall be equally authentic. In case of any divergence, the English text shall prevail.

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

DONE at