COMPREHENSIVE ECONOMIC PARTNERSHIP AGREEMENT BETWEEN THE HASHEMITE KINGDOM OF JORDAN AND THE UNITED ARAB EMIRATES

Preamble

The Governments of the United Arab Emirates and the Hashemite Kingdom of Jordan, individually referred to as "the Party" and collectively referred to as "the Parties",

Recognizing the strong and distinguished economic and political relations between the United Arab Emirates and the Hashemite Kingdom of Jordan and desiring to strengthen these ties through the establishment of a free trade zone, thereby establishing close and lasting relations,

Determined to build on their relevant rights and obligations under the Marrakesh Agreement establishing the World Trade Organization; and

Affirming their membership in the Greater Arab Free Trade Area (GAFTA),

Convinced that the Comprehensive Economic Partnership Agreement will provide both parties with the opportunity to improve the trade framework established through the Greater Arab Free Trade Area (GAFTA),

Based on the Arab Framework Agreement for the Liberalization of Trade in Services,

Recognizing the dynamic and rapidly changing global environment brought about by glabalization and technological advances, which present different economic and strategic challenges and opportunities for both sides,

Determined to develop and strengthen their economic and trade relations by liberalizing and expanding trade in goods and services for their mutual benefit and advantage,

Aiming to promote technology transfer and trade expansion,

Convinced that the establishment of a free trade area will provide a more favorable climate for the promotion and development of economic and trade relations between the two parties,

With the aim of facilitating trade by promoting efficient and transparent customs procedures that minimize costs and ensure predictability for importers and exporters,

Desiring to support the growth and development of micro, small and medium enterprises (MSMEs} by enhancing their ability to participate and benefit from the advantages offered by this Agreement; and

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

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

In order to achieve the above, they have agreed to enter into the following Agreement (hereinafter referred toas the "Agreement'),

Chapter I. Preliminary Provisions and General Definitions

Article 1.1. Objectives

Based on the Greater Arab Free Trade Area Agreement and the Arab Framework Agreement for Services Trade, this agreement aims to liberalize and facilitate trade and investment between the two parties, enhance market access opportunities, liberalize trade in goods and services, develop the digital economy and deepen economic cooperation between the two parties in accordance with its provisions,

Article 1.2. Establishment of a Free Trade Zone

The Parties hereby establish a free trade area consistent with Article 24 of the General Agreement on Tariffs and Trade 1994 (GATT) and Article V of the General Agreement on Trade in Services 1994 (GATS).

Article 1.3. General Definitions

For the purposes of this Agreement:

Agreement means the Comprehensive Economic Partnership Agreement between the Government of the Hashemite Kingdom of Jordan and the Government of the United Arab Emirates,

Agriculture Agreement means the Agreement on Agriculture contained in Annex 1A of the World Trade Organization Agreement,

Anti-Dumping Agreement means the Agreement for the Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 contained in Annex 14 of the World Trade Organization Agreement,

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

Days means calendar days, including weekends and public holidays,

Dispute Settlement MOU means the Memorandum of Understanding on Rules and Procedures Governing the Settlement of Disputes contained in Annex 2 of the WIO Agreement.

General Agreement on Trade in Services (GATS) means the General Agreement on Trade in Services contained in Annex 1B of the World Trade Organization Agreement,

GATT 1994 means the General Agreement on Tariffs and Trade 1994 contained in Annex 1A of the World Trade Organization Agreement,

Harmonized System means the Harmonized Commodity Description and Coding System, including its general rules of interpretation, section notes, chapter notes and subheading notes,

Import Licensing Agreement means the Agreement on Import Licensing Procedures contained in Annex 1A of the WTO Agreement, Joint Committee means the Joint Committee established under Article 1.15 of this Agreement,

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

Agreement on Safeguard Measures means the Agreement on Safeguard Measures contained in Annex 1A of the World Trade Organization Agreement,

Agreement on Subsidies and Countervailing Measures means the Agreement on Subsidies and Countervailing Measures contained in Annex 1A of the WTO Agreement,

Agreement on Sanitary and Phytosanitary Measures means the Agreement on the Application of Sanitary and Phytosanitary Measures contained in Annex 1A of the World Trade Organization Agreement,

Agreement on Technical Barriers to Trade means the Agreement on Technical Barriers to Trade contained in Annex 1A of the World Trade Organization Agreement,

TRIPS Agreement means the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex 1C of the World Trade Organization Agreement; and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, concluded at Marrakesh on April 15, 1994 April 15, 1994,

Article 1.4. Geographical Scope

This Agreement applies to:

For the Hashemite Kingdom of Jordan, the Convention applies to its territory and internal waters, including its free zones, its territorial waters, including the seabed and subsoil thereof, and its airspace over such territory and waters, as well as the contiguous zone, continental shelf and exclusive economic Zone over which the Hashemite Kingdom of Jordan has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with interational law,

For the United Arab Emirates, the Convention applies to its territory and internal waters, including its free zones, its territorial waters, including the seabed amd subsoil thereof, its airspace over such territory and waters, as well as the contiguous zone, continental shelf and exclusive economic zone over which the United Arab Emirates has sovereignty, sovereign rights or jurisdiction as defined in its laws, and in accordance with international law,

Article 1.5. Relationship with other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the World Trade Organization Agreement and other agreements to which the Parties are party, including the Greater Arab Free Trade Area Agreement and the Arab Framework Agreement for Trade in Services.

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

Article 1.6. Regional and Local Government

1. Each Party shall take such reasonable measures as may be available to it to ensure that the provisions of this Agreement are observed by governments, regional and local authorities and non-governmental bodies exercising governmental powers delegated to them by central, regional and local governments and authorities within their respective territories.

2. This Article shall be interpreted and applied in accordance with the principles set out in Article 24, paragraph 12 of the GATT 1994 and Article I, paragraph 3 of the GATS.

Article 1.7. Transparency

1. Each Party shall publish or make publicly available its laws and regulations, as well as its international agreements that may affect the operation of this Agreement.

2. Without prejudice to Article 8.1 of this Chapter, each Party shall respond within a reasonable period of time to specific questions and provide, upon request, information to each other on the matters referred to in paragraph 1 of this Article.

Article 1.8. Confidential Information

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

2. Nothing in this Agreement obligates a Party to disclose confidential information, the disclosure of which may impede that Party's law enforcement, or otherwise be contrary to the public interest, or may harm the legitimate commercial interests of any economic actor.

Article 1.9. General Exceptions

1. For the purposes of Chapters 2 (Trade in Goods), 4 (Technical Barriers to Trade), 5 (Sanitary and Phytosanitary Measures), 6 (Customs Procedures and Trade Facilitation), and 7 (Rules of Origin), Article 20 of the General Agreement on Tariffs and Trade (GATT) 1994 and its Explanatory Note are incorporated mutatis mutandis into this Agreement and form part of it.

2. For the purposes of Chapter 8 (Trade in Services) and Chapter 9 (Digital Trade), Article 14 of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, mutatis mutandis.

Article 1.10. Security Exceptions

Nothing in this Agreement shall be construed to:

1. Require any party to provide any information the disclosure of which would be contrary to its essential security interests; or

2. Prevent any party from taking any action it deems necessary to protect its essential security interests:

(a) with respect to fissionable and fusionable materials or materials derived therefrom; or

(b) with respect to trade in arms, ammunition and implements of war and trade in other goods and materials conducted directly or indirectly for the purpose of supplying a military establishment; and

(c) with respect to the supply of services as carried out directly or indirectly for the purpose of supplying a military establishment; or

(d) taken in time of war or other emergency in international relations.

3. Prevents any Party from taking any action in implementation of its obligations under the Charter of the United Nations for the maintenance of intemational peace and security.

Article 1.11. Imposition of Taxes

1. No provision of this Agreement shall apply to any taxation procedure.

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 similar tax convention, that tax convention shall prevail to the extent of such inconsistency.

Chapter II. Trade In Goods

Definitions

For the purposes of this Chapter:

Customs Administration means the authority responsible in accordance with each Party's legislation for the administration and enforcement of its customs laws and regulations. For the Hashemite Kingdom of Jordan, the responsible authority: Jordan Customs Department, and for the United Arab Emirates, the Federal Authority for Identity, Nationality, Customs and Port Security and the customs authorities of each Emirate.

Customs duties refers to any duties of any kind imposed in connection with the importation of a product, including any form of additional taxes or surcharges in connection with such importation, but does not include any of the following:

1. Duties equivalent to an internal tax imposed in accordance with Article Ill of the GATT 1994,

2. Anti-dumping or countervailing duties applied in conformity with the provisions of Article VI of the GATT 1994, the Agreement on the Implementation of Article VI of the GATT 1994, and the Agreement on Subsidies and Countervailing Measures contained in Annex 1A of the World Trade Organization Agreement; and safeguard duties applied in conformity with the provisions of Article XIX of the GATT 1994 and the Agreement on Safeguard Measures contained in Annex 1A of the World Trade Organization Agreement,

3. Fees or other import-related expenses commensurate with the cost of the services provided and which do not constitute direct or indirect protection of domestic goods or taxation of imports for fiscal purposes.

Article 2.1. Scope and Coverage

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

Article 2.2. National Treatment

The Parties shall accord each other's goods national treatment in accordance with Article Ill of the GATT 1994, including its interpretative notes, To this end, Article Ill of the GATT 1994 and its Explanatory Notes are incorporated into and form part of this Agreement, mutatis mutandis.

Article 2.3. Reduction or Elimination of Customs Duties

The Parties shall adopt the same current preferential tarifftreatment applicable under the Greater Arab Free Trade Agreement (GAFTA) with respect to goads of origin exchanged between them, Consequently, all tariffs on all goods of origin exchanged between the Parties will be eliminated from the date of entry into force of this Agreement, However, the provisions of this chapter including the elimination of the said tariff shall not apply to goods whose import, circulation or use is prohibited ineither party for religious, health, security or environmental reasons or due to agricultural and veterinary quarantine rules, The Parties shall exchange lists of tariff lines for such goods.

Article 2.4. Classification of Goods and Modification of Customs Items In the Schedules of Harmonized Tariff Commitments

1. The classification of goods in trade between the Parties shall be that specified in each Party's tariff designations in accordance with the Harmonized System (HS} and its legal notes and amendments,

2. Each Partyshall ensure that the modification of tariff ines in its Schedule of Preferential Tariff Commitments resulting from the adoption by the World Customs Organization of a new version of the Harmonized System Schedule does not result in less favorable treatment for a good of the other Party's origin than that provided for that good in its Schedule in Annex 2a and 2b.

3. A Party may introduce new subdivisions of tariff lines, provided that the preferential tariff applied in the new subdivisions shall not be less favorable than that applied in the original lines.

Article 2.5. Import and Export Restrictions

Except as otherwise provided in this Agreement, neither Party shall adopt or maintain any prohibition or restriction on the import of any good of the other Party or on the export or sale for export of any good destined for the territory of the other Party, except in accordance with Article XI of the GATT 1994 and its Explanatory Notes, which are hereby incorporated into and made part of this Agreement, mutatis mutandis.

Article 2.6. Import Licenses

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

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

2. Before applying any new or amended import license procedure, a Party shall publish it in a manner that enables governments and traders to become familiar with it, including on an official government website, At the request of the other Party, the Party shall exchange information regarding its implementation within a reasonable period of time.

Article 2.7. 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 2.8. Export Subsidies

1. Neither Party shall adopt or apply any export subsidy to any good destined for the territory of the other Party in accordance with the Agreement on Subsidies and Countervailing Measures and the Agreement on Agriculture.

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

Article 2.9. Restrictions on Balance of Payments Protection

1. The Parties shall endeavor to avoid the imposition of any restrictive measures for the purposes of balance of payments protection.

2. Any similar measures taken for trade in goods shall be consistent with Article Xll of the GATT 1994 and the Understanding on Balance of Payments Provisions of the GATT 1994, the provisions of which are incorporated into and form part of this Ageement, mutatis mutandis.

Article 2.10. Fees and Administrative Procedures

1. Each Party shall ensure, in accordance with Article Vill: 1 of the GATT 1994 and its explanatory notes and Article 6 of the World Trade Organization Agreement on Trade Facilitation, that all duties and charges of any kind (other than import and export duties, duties with equivalent effect to internal taxes or other internal charges applied in accordance with Article Ill2. of the GATT 1994, and measures applied in accordance with the provisions of Articles 6 or 19 of the GATT 1994, the Anti-Dumping Agreement, and the Anti-Dumping Agreement: 2 of GATT 1994, measures applied in accordance with the provisions of Articles 6 or 19 of GATT 1994, the Anti-Dumping Agreement, the Agreement on Subsidies and Countervailing Measures, the Agreement on Safeguard Measures, Article 5 of the Agreement on Agriculture or Article 22 of the DSU) imposed on or in connection with the import or export of goods limited in value by the approximate cost of services rendered, shall not be ad valorem, shall not represent indirect protection of domestic goods or taxation of imports or exports for fiscal purposes.

2. Each Party shall promptly publish details and make such information available online with respect to the duties and charges it imposes in connection with import or export-

Article 2.11. Non-Tariff Measures

1. Unless otherwise provided, neither Party shall adopt or apply any non-tariff measures on the import of any good of the other Party or on the export of any good destined for the territory of the other Party, except to the extent consistent with the rights and obligations of the World Trade Organization or this Agreement.

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

3. If a Party considers that the non-tariff measures of the other Party constitute an unnecessary obstacle to trade, that Party may submit such non- tariff measure for review by the Sub-Committee on Trade in Goods by notifying the other Party at least 30 days prior to the next scheduled meeting of the Sub-Committee on Trade in Goods. The lifting of non-tariff measures for review shall include the reasons for lifting the measure, the extent to which the measure adversely affects trade between the Parties and, if possible, proposed solutions, The Sub-Committee on Trade in Goods shall promptly review the measure with a view to securing a mutually agreed solution to the matter. The review by the Subcommittee on Trade in Goods shall be without prejudice to the rights of the Parties under Chapter 12 (Dispute Settlement).

Article 2.12. Government Trading Enterprises

Nothing in this Agreement shall be construed as preventing any Party from establishing or maintaining 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 2.13. Sub-Committee on Trade In Goods

1. The Parties hereby establish a Subcommittee on Trade in Goods within the Joint Committee, which shall include representatives of each Party.

2. The Sub-Committee shall meet once a year or whenever the Parties deem it necessary to consider any matter arising under this Chapter.

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

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

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

(c) address impediments to trade in goods between the Parties, including those relating to non-tariff measures, including import and export restrictions, which may restrict trade in goods between the Parties and, if appropriate, refer such matters to the Joint Commission for examination.

(d) provide advice and recommendations to the Joint Committee on cooperation needs with respect to trade in goods issues;

(e) Review amendments to the Harmonized System (HS) to ensure that they do not alter each Party's obligations under this Agreement, and consult to resolve any inconsistencies between: such amendments to the HS and the Parties' schedules in Annexes 2A and 28;

(f) consult and seek to resolve any disagreement that may arise between the Parties on matters relating to the classification of goods under the HS,

(g) Review data on trade in goods in relation to the implementation of this chapter.

(h) assess matters relating to trade in goods and undertake any additional work that may be assigned by the Jaint Committee: and (i) review and monitor any other matter relating to the implementation of this Chapter.

Article 2.14. Cooperation In the Field of Pharmaceutical Products

The agreed text for bilateral cooperation in the field of pharmaceutical products for Chapter II on trade in goods is contained in Annex C2.

Chapter III. Trade Temedies

Article 3.1. Scope

1. With respect to the Hashemite Kingdom of Jordan, this chapter shall apply to investigations and measures taken under the authority of the Ministry of Industry, Trade and Supply represented by the Directorate for the Protection of National Production or its successor.

2. With respect to the United Arab Emirates, this chapter applies to investigations and measures taken under the authority of the Ministry of Economy or its successor.

Article 3.2. Anti-dumping and Countervailing Measures

1. The Parties reaffirm their rights and obligations under the provisions of Article VI and Article XVI of the GATT 1994; the Agreement on the Implementation of Article VI of the GATT 1994 (Anti-Dumping Agreement); and the Agreement on Subsidies and Countervailing Measures of Annex 1 to the Agreement Establishing the World Trade Organization.

2. The Parties recognize the right to apply measures consistent with Article VI of the GATT 1994, the Anti-Dumping Agreement and the Agreement on Subsidies and Countervailing Measures, and the importance of promoting transparency in anti-dumping and countervailing actions and ensuring that all interested parties have the opportunity to participate effectively in such actions.

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

4. When the investigating authority of one Party receives a written request by or on behalf of its domestic sector to initiate an anti-dumping investigation with respect to a good of the other Party, the Party receiving such request shall notify the other Party in writing of the request prior to announcing the initiation of the investigation.

5. As soon as possible after accepting a request for an anti-subsidy investigation, and in any event before initiating an investigation, a Party shall provide written notification of its receipt of the request to the other Party and invite the other Party to consultations with a view to clarifying the position with respect to the matters referred to in the request and reaching a mutually agreed solution.

6. The investigating authority of either Party shall ensure that, before making final determination, all material facts under consideration that form the basis for a decision on the application of final measures are disclosed, This shall be without prejudice to Article 5.6 of the Anti-Dumping Agreementand Article 4.12 of the Agreement on Subsidies and Countervailing

Measures. The disclosure must be made in writing and interested parties must be given sufficient time to make their comments, The investigating authority shall give due consideration to the comments submitted by the interested parties.

7. In imposing the measures covered by this Chapter, the Parties agree to give priority, to the greatest extent possible, to measures that cause minimal economic harm and do not create serious obstacles to the implementation of this Agreement,

Article 3.3. Comprehensive Safeguard Measures

1. Each Party reserves its rights and obligations under Article 19 of the GATT 1994 and the Agreement on Safeguards of the World Trade Organization. This Agreement shall not give rise to any additional rights or obligations of the Parties with respect to actions taken under Article 19 of the GATT 1994 and the Agreement on Safeguard Measures.

2. A Party taking a comprehensive safeguard measure shall exclude imports of the good originating in the other Party as long as its share of imports of the product concerned in the importing Party does not exceed 3 percent of total imports of the product concerned, provided thatimports from a group of developing countries whose share of imports is less than 3 percent does not exceed 9 percent of total imports of the product concerned

Article 3.4. Dispute Settlement

No Party shall have recourse to Chapter 12 (Settlement of Disputes) of this Agreement for any matter arising under this Chapter.

Article 3.5. Cooperation In the Field of Trade Remedies

The Parties shall endeavor to encourage cooperation in the field of trade remedies between the competent authorities of each Party with responsibility for trade remedies matters.

Chapter IV. Technical Barriers to Trade

Definitions

For the purposes of this Chapter:

Agreement on Technical Barriers to Trade means the Agreement on Technical Barriers to Trade contained in Annex 1A of the World Trade Organization Agreement; definitions shall be as set out in Annex 1 of the Agreement on Technical Barriers to Trade, mutatis mutandis.

Article 4.1. Objective

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

Article 4.2. Scope

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

2. Each Party shall take reasonable measures, which may be available to it, to ensure that this Chapter is observed by local government bodies at a level immediately below the level of central government within its territory, which may be responsible for the application of technical regulations, standards and conformity assessment procedures.

3. Notwithstanding paragraph 4, this Chapter does not apply to:

(a) Technical specifications prepared by a government agency for its own production or consumption requirements covered by government procurement; or

(b) sanitary and phytosanitary measures covered by Chapter 5 (Sanitary and Phytosanitary Measures)

Article 4.3. Rights and Obligations Under the Technical Barriers to Trade Agreement

The Parties confirm their existing rights and obligations with respect to each other under the Agreement on Technical Barriers to Trade,

Article 4.4. International Standards

1. Each Party shall use relevant international standards, manuals and recommendations, to the extent provided in Articles 4.2 and 4.5 of the TBT Agreement, as the basis for technical regulations and conformity assessment procedures.

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

3. The Parties shall encourage cooperation and coordination between their national standardization bodies in areas of common interest, in the context of their participation in international standardization bodies, to ensure that the international standards developed by these bodies facilitate trade and do not create unnecessary barriers to international trade, as well as seeking to unify their positions wherever possible in international standardization forums, conferences and meetings,

Article 4.5. Technical Regulations

1. The Parties shall use international standards as the basis for the preparation of their technical regulations, unless those international standards are ineffective or unsuitable for achieving the legitimate objective sought. At the request of the other party, each party must provide its reasons and justifications for not using international standards as a basis for the preparation of its technical regulations.

2. Each Party shall respond positively to the other Party's request to negotiate arrangements to achieve equivalence of technical regulations.

3. Each Party shall, at the request of the other Party, explain its reasons for not accepting the request to negotiate these arrangements.

4. The Parties shall promote communication and coordination, as appropriate, in the context of discussions on the equivalence of technical regulations and related issues in international forums, such as the World Trade Organization's Committee on Technical Barriers to Trade.

Article 4.6. Conformity Assessment Procedures

1. The Parties recognize that, depending on the specific sectors involved, a wide range of mechanisms exist to facilitate the acceptance in their territories of the results of conformity assessment procedures conducted in the territory of the other Party. Such mechanisms may include:

(a) Recognizing existing multilateral international recognition agreements and arrangements between conformity assessment bodies;

(b) Promote mutual recognition of the results of conformity assessment by the other Party, by recognizing the designation by the other Party of conformity assessment bodies accepted by it and registered as designated by that Party for conformity assessment in accordance with each Party's approved procedures;

(c) encouraging voluntary arrangements between conformity assessment bodies in each Party's territory;

(d) accepting a declaration of conformity from the supplier where appropriate;

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

(f) other mechanisms as 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 if those procedures differ from its own procedures, provided that such procedures and applicable technical regulations or standards adequately ensure equivalence with its own procedures, If a

Party does not accept the results of a conformity assessment procedure conducted in the territory of the other Party, it shall, at the request of the other Party, explain the reasons for its decision.

3. In order to promote consistent reliability of conformity assessment results, the Parties may consulton matters such as the technical competence of the respective conformity assessment bodies.

4. Each Partyshall respond positively to the other Party's request to negotiate agreements or arrangements for the mutual recognition of the results of its conformity assessment procedures, The Parties shall consider the possibilty of negotiating agreements or arrangements for the mutual recognition of the results of their respective conformity assessment procedures in mutually agreed areas.

5. The Parties shall endeavor to intensify the exchange of information between them on acceptance and appointment mechanisms with a view to facilitating the acceptance of conformity assessment results.

Article 4.7. Cooperation

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

(a) promote mutual understanding of each other's regulations; and

(b) promote cooperation between the Parties' regulators on matters of mutual interest including health, safety, environmental protection and risk assessment, facilitate trade through the application of good regulatory practices; and

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

2. In order to achieve the objectives set out in paragraph 4, the Parties shall, by mutual agreement and to the extent possible, cooperate on regulatory matters, which may include:

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

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

(c) develop joint initiatives to manage risks to health, safety or the environment and prevent deceptive practices; and

(d) exchange market surveillance information and market survey results where appropriate,

The Parties shall encourage cooperation between their bodies responsible for standardization, conformity assessment, accreditation and metrology, with a view to facilitating trade and avoiding unnecessary barriers to trade between the Parties,

Article 4.8. Transparency

1. Each Party shall, at the request of the other Party, provide information, including the objective and rationale of a technical regulation or conformity assessment procedure adopted or intended to be adopted by that Party that may affect trade between the Parties, within a reasonable period of time as agreed between the Parties.

2. When submitting a proposed technical regulation for notification to the World Trade Organization, a Party shall take into account and take into account, whenever possible and appropriate, and at the request of the other Party, the comments received from the other Party, and shall provide written responses thereto.

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

Article 4.9. Points of Contact

1. For the purposes of this Chapter, the points of contact are as follows:

(a) For Jordan: Ministry of Industry, Trade and Supply or its successor.

(b) For the United Arab Emirates: Standards and Legislation Sector/Ministry of Industry and Advanced Technology or its successor.

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

Article 4.10. Exchange of Information and Technical Discussions

1. Any information or explanation provided by a Party upon request by the other Party under this Chapter shall be provided in hard copy or electronic form within a reasonable period of time. Each party shall endeavor to respond to such a request within 60 days.

2. All communications between the Parties on any matter covered by this Chapter shall be conducted through the points of contact identified under Article 9.4.

3. Upon the request of a Party for technical discussions on any matter arising under this Chapter, the Parties shall, to the extent practicable, seek to engage in technical discussions by notifying the points of contact designated under Article 9.4.

Chapter V. Sanitary and Phytosanitary Measures

Definitions

1. The definitions contained in Annex A of the Agreement on the Application of Sanitary and Phytosanitary Measures in Annex 1A to the World Trade Organization Agreement (hereinafter referred to as the "SPS Agreement") are incorporated into and form part of this Chapter, mutatis mutandis.

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

competent authority means any governmental body of each Party that is responsible for the measures and matters referred to in this Chapter,

emergency measure means a sanitary and phytosanitary measure applied by the importing Party to the other Party to address an urgent human, animal or plant life or health protection issue that arises or is threatened to arise in the Party applying the measure.

Focal Point means the governmental body of the Party responsible for the implementation of this Chapter.

Article 5.1. Objectives

The objectives of this Chapter are to:

1. To protect human, animal or plant health in the territories of the Parties while facilitating trade between them;

2. Promote cooperation in the implementation of the World Trade Organization Agreement on Sanitary and Phytosanitary Measures;

3. Promote communication and joint cooperation between the competent authorities of the Parties;

4. Ensure that no unjustified barriers are created for the purpose of facilitating trade between the Parties;

5. Promote the principles of transparency and understanding of the application of SPS measures in both Parties;

6. Promote the application and adoption of science-based international standards, guidelines and recommendations,

Article 5.2. Scope

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

Article 5.3. General Provisions

1. The Parties emphasize their rights and obligations under the SPS Agreement.

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

Article 5.4. Competent Authorities and Points of Contact

1. To facilitate communication on matters covered by this chapter, each Party shall notify the other Party via its competent authority and points of contact within 30 days of the date of entry into force of this Agreement.

2. Each Party shall inform the other Party of any change in its competent authority or its points of contact within a reasonable period of time.

Article 5.5. Equivalence

1. The Parties recognize that the principle of equivalence is mutually beneficial to them as provided for in Article 4 of the SPS Agreement.

2. The Parties shall follow the procedures for determining the equivalence of SPS measures and standards within an appropriate period of time established by the SPS Committee of the World Trade Organization and relevant international standard-setting bodies in accordance with Annex A of the SPS Agreement, mutatis mutandis.

3. The compliance of an exported product with an SPS measure or standard of the exporting Party that has been accepted as equivalent to the SPS measures and standards of the importing Party does not eliminate the need for that product to comply with any other relevant mandatory requirements of the importing Party,

Article 5.6. Risk Assessment

1. Risk assessment procedures applied by either Party shall be based on scientific evidence and shall be sufficient to protect human, animal or plant health.

2. Taking into account the first paragraph, in the event of insufficient relevant scientific evidence, the Parties may provisionally adopt SPS measures on the basis of relevant available information, including information from relevant intemational organizations as well as from SPS measures applied by other Members, In such circumstances, the importing Party shall seek to obtain the necessary additional information taking into account available scientific evidence to conduct a more objective risk assessment and revise the SPS measures within an appropriate period of time, To this end, the importing Party may request scientificand other relevant information from the exporting Party.

Article 5.7. Emergency Measures

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

Article 5.8. Transparency

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

2. Each Party shall take into account relevant guidance from the SPS Committee of the World Trade Organization and international standards, guidelines and recommendations.

3. Each Party agrees to notify a SPS measure that may have an impact on the trade of the other Party, using the WTO SPS notification system as the means of notification.

4. A Party shall provide the other Party, upon request, with copies of SPS measures relating to the importation of a good into the territory of that Party.

Article 5.9. Cooperation

1. The Parties shall seek opportunities for ongoing cooperation, coordination and exchange of information between them regarding SPS measures.

2. The Parties shall commit to cooperate with each other and may identify avenues for joint action on SPS matters with a view to removing unnecessary barriers to trade between the Parties.

Chapter VI. Customs Procedures and Trade Facilitation

Definitions

For the purposes of this Chapter, the following definitions shall have the following meanings:

Customs Administration: Jordan Customs Department for the Hashemite Kingdom of Jordan and the Federal Identity Authority Customs, Nationality, Customs and Port Security of the United Arab Emirates.

Customs laws: The provisions implemented under the legislation and regulations relating to the import, export and transportation of goods or any other customs procedures, whether related to customs duties, taxes or any other fees collected by the customs administrations, or related to the prohibition, restriction or control measures implemented by the customs administrations in cooperation with the regulatory authorities operating at border crossings according to their competence and powers in each party,

Customs procedure: Measures applied by the customs authority of either party to goods and means of transportation subject to customs laws and regulations.

Persons: Natural and legal persons, unless the context otherwise requires.

Mutual Customs Assistance Agreement: An agreement that promotes customs cooperation and exchange of information between the Parties to secure and facilitate legitimate trade, which is negotiated between the Parties,

Approved Economic Operator (AEO): A program that recognizes an operator involved in the international movement of goods in any function that has been approved by the national customs administration as compliant with WCO standards or equivalent supply chain security standards; and

Mutual Recognition Arrangement: An arrangement between the Parties that mutually recognizes Authorized Economic Operator licenses that have been validly granted by a Customs Administration.

Article 6.1. Scope

This Chapter shall apply, in accordance with the national laws, rules and regulations of each Party, to the customs procedures required for the clearance of goods traded between the Parties.

Article 6.2. General Provisions

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

2. The Parties' customs procedures shall, whenever possible, conform to the standards and recommended practices of the World Customs Organization World Customs Organization and applicable international conventions in the field of customs and trade.

3. Each Party's customs administration shall periodically review its customs procedures with a view to further simplifying and developing them to facilitate bilateral trade.

Article 6.3. Publication and Availability of Information

1. Each Party shall ensure that its laws, regulations, guidelines, procedures and administrative provisions governing customs matters are promptly published, either online or in print, and to the greatest extent possible in English.

2. Each Party shall designate, establish and maintain one or more points of inquiry for handling inquiries from interested persons regarding Customs matters and shall endeavor to make information regarding the procedures for making such inquiries available to the public through electronic means.

3. Neither this Article nor any part of this Agreement contains any provision requiring any Party to publish its internal law enforcement procedures and operational guidelines, including those related to conducting risk analysis and targeting methodologies.

4. Each Party shall, to the extent practicable, ina manner consistent with its domestic law and legal system, ensure that new or amended laws and regulations of general application relating to the movement, release and clearance of goods, including goods in transit, are published or made publicly available as soon as possible prior to their entry into force so that interested parties have the opportunity to familiarize themselves with the new or amended laws and regulations, To the

extent possible, such information and publications shall also be available in English.

Article 6.4. Risk Management

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

Article 6.5. Paperless Correspondence

1. For the purposes of facilitating the bilateral exchange of international trade data and expediting the release procedures to facilitate trade in goods, the Parties shall endeavor to provide an electronic environment that supports trade transactions between their respective customs administrations and their commercial entities.

2. The Parties shall exchange views and information on the realization and promotion of paperless correspondence between their respective Customs administrations and their trading entities.

3. When implementing initiatives that provide for the use of paperless correspondence, the Customs Administration of the Parties shall take into account the methodologies agreed upon by the World Customs Organization as well as those set forth in the Mutual Custams Assistance Agreement to be negotiated between the Parties.

Article 6.6. Prior Provisions

1. Each Party shall, in accordance with its obligations under the World Trade Organization Agreement on Trade Facilitation, provide for the issuance of an advance ruling, prior to the importation of a good into its territory, to an importer of the good in its territory or to an exporter or producer of the good in the territory of the other Party.

2. For the purposes of paragraph 1, each Party shall make rulings on whether a good qualifies as an originating good or to assess the tariff classification of the good. In addition, each Party may make rulings covering additional trade matters as specified in the FTA and each Party shall make its determination on the origin or classification of the good in a reasonable and time-bound manner from the date of receipt of a complete request for advance ruling.

3. An advance ruling issued by the importing Party under paragraph 4 of this Article shall be applied by the importing Party on the date of the ruling or on a later date specified in the ruling and shall remain in force for a reasonable period of time and in accordance with national advance ruling procedures unless the advance ruling is modified or revoked.

4. An advance ruling issued by a Party shall be binding only on the person to whom it is issued.

5. A Party may refuse to issue an advance ruling if the facts and circumstances forming the basis of the advance ruling are the subject of a subsequent customs clearance audit, administrative, judicial or quasi-judicial review or appeal. A party refusing to issue a prejudgment shall immediately notify, in writing, the person requesting the prejudgment, stating the relevant facts and circumstances and the basis for its decision.

6. The importing party may modify or revoke a prior judgment in the following cases:

a. if the judgment is based on an error of fact.

b, If there is a change in the material facts or circumstances on which the judgment was based,

c. Until the judgment complies with an amendment to this chapter; or

d. Until the judgment complies with a judicial decision or a change in its local law,

7. Each party is obligated to provide written notification to the applicant explaining its decision to revoke or modify the advance ruling issued to the applicant.

8. Each party shall provide that any modification or revocation of an advance ruling shall be effective on the date on which the modification or revocation is issued, or on any later date as specified therein, and shall not apply to the importation of a good that occurred prior to that date, unless the person to whom the advance ruling was issued has not acted in accordance with its terms and conditions.

9. Subject to paragraph 4 of this Article, the party issuing the advance judgment may postpone the effective date for a reasonable period of time and in accordance with each Party's national procedures on advance rulings, if the person to whom the advance ruling was issued proves that he or she relied in good faith on that ruling, consistent with the provisions

of of the State's national legislation in force for the issuance of advance rulings,

Article 6.7. Fines

1. Each Party shall take measures to impose criminal, civil or administrative penalties, individually or jointly, for violations of the Party's customs laws, regulations or procedural requirements,

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

3. Each Party shall ensure that the penalty imposed by its customs administration is based on the facts and circumstances of the case and is commensurate with the degree and seriousness of the offense.

4. Each Party shall ensure that it has adopted measures to avoid conflicts of interest in the assessment and collection of fines and fees. No part of the remuneration of any government official may be calculated as a fixed portion or percentage of any fines or fees assessed or collected.

5. Each Party shall ensure that if a fine is imposed by its customs administration for a breach of customs law, regulations or procedural requirements, a written explanation is provided to the person(s} against whom the fine is imposed specifying the nature of the offense and the law, regulations or procedures used in determining the amount of the fine,

Article 6.8. Release of Goods

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

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

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

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

(c) allows goods to be released at the point of arrival without the need for temporary transportation to warehouses or other facilities; and

(d) requires that if a party does not release the goods promptly, the importer shall be informed, including, to the extent permitted by its law, the reasons for not releasing the goods and identifying the border agency, if not the customs administration, that withheld the release of the goods.

3. Nothingin this Article shall require a Party to release a good if the requirements for its release are not met or prevent Party from liquidating a security deposit in accordance with its own law.

4. Each Party may permit, to the extent practicable and in accordance with its customs laws, the transportation of goods intended for importation within its customs-controlled territory from the point of entry into its territory to another customs office in its territory from which the goods are to be released, provided that the applicable regulatory requirements are met.

Article 6.9. Temporary Introduction of Goods

1. Each Party shall, in accordance with its own domestic law, allow the temporary duty-free entry of the following goods imported from the other Party, regardless of their origin:

(a) professional and scientific equipment, including parts thereof, including press or television equipment, software, radio and film equipment necessary for the conduct of the business, trade, profession or scientific research of a person eligible for temporary entry under the laws of the importing Party,

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

(c) commercial samples, advertising films and recordings,

(d) goods entered for sporting purposes.,

(e) containers and pallets (pallets) used to transport equipment or used for repacking, and

(f) Goods that are brought in for processing.

2. Both Parties shall, at the request of the importer and for reasons deemed valid by the Customs Authority, extend the time limit for temporary entry beyond the period initially specified.

3. Neither Party may condition the temporary introduction of the good referred to in paragraph 4, other than by requiring that the good:

(a) is not sold or leased while in its territory, and

(b) be accompanied by a guarantee in an amount not exceeding the customs duties and any other import tax that would be due on the good ifit were imported for consumption in the Party, provided that the guarantee is releasable upon export,

(c) be identifiable at the time of export,

(d) they are exported in accordance with the time period granted for temporary introduction in accordance with the domestic law of the Party relating to the purpose of the temporary introduction,

(e) they are not introduced in a quantity greater than is reasonable for their intended use, or

(f) they are authorized for entry into the territory of the importing Party under its law.

4. In the event that any condition imposed by a Party under paragraph 3 is not met, that Party may apply customs duties and any other charges normally due on the importation of the good and any other charges or penalties provided for by its law.

5. Each Party, through its customs authority, shall adopt and apply procedures providing for the expeditious release of goods entered under this Article, Such procedures shall provide, to the maximum extent possible, that when such goods accompany a national or resident of the other Party seeking temporary entry, the goods shall be released at the same time as the entry of that national or resident.

6. Each Party shall allow goods temporarily entered under this Article to be exported through a customs outlet other than the one through which they were entered in accordance with its applicable customs procedures.

7. Each Party shall provide that the importer of a good entered under this Article shall not be liable for nor-export of the good upon proof satisfactory to the importing Party that the good was destroyed within the original period of temporary entry or any lawful extension. Either Party may condition the mitigation of liability under this paragraph by requiring the importer to obtain prior approval from the customs authority of the importing Party before the good is so destroyed.

Article 6.10. Re-entry of Goods after Repair or Alteration

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

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

3. For the purposes of this Article, "repair" or "alteration" does not include a process or procedure that:

(a) destroys the essential characteristics of a good or creates a new or commercially different good;

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

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

Article 6.11. Duty-free Entry of Commercial Samples of Negligible Value and Printed Advertising Materials

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

(a) such samples are imported solely for the purpose of ordering goods or services from the territory of the other Party or a third party; or

(b) these advertising materials are imported in packages, each containing no more than one copy of each material, and neither the materials nor the packages form part of a larger shipment.

Article 6.12. Authorized Economic Operators

In order to facilitate trade and promote compliance and risk management between them, the Parties shall seek to conclude an Authorized Economic Operator Mutual Assistance Agreement between their customs administrations.

Article 6.13. Cooperation of Border Authorities

Each Party shall ensure that its authorities and bodies responsible for border controls and procedures dealing with the import, export and transit of goods cooperate with each other and coordinate their activities in order to facilitate trade in accordance with this Chapter.

Article 6.14. Urgent Shipments

Each Party shall adopt or maintain expedited customs procedures for goods entered through air cargo facilities while maintaining customs control based on risk management. These procedures shall:

(a) provide the information necessary to release an expedited shipment for submission and processing prior to the arrival of the shipment;

(b) allow for a single submission of information covering all goods contained in an express shipment, such as the Manifest, through electronic means, if possible (2);

(2) Additional documents may be required as a condition for the release of goods.

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

(d) under normal circumstances, should provide for the release of express shipments as soon as possible after submission of the necessary customs documents, subject to the arrival of the shipment.;

(e) apply to shipments of any weight or value in accordance with each Party's national legislation, recognizing that a Party may require formal entry formalities as a condition for release of goods, including declaration, supporting documentation and payment of customs duties, based on the weight or value of the goods; and

(f) provided that, under normal circumstances, no customs duties will be assessed on express shipments valued at or below the fixed amount determined under the law of that Party (3). Each Party shall review the amount periodically taking into account such (A factors as it may consider relevant, such as inflation rates, impact on trade facilitation, impact on risk management, administrative cost of collecting the duty compared to the amount of the duty, cost of cross-border trade transactions, impact on small and medium enterprises and other factors related to the collection of customs duties,

(3) Notwithstanding this Article, any party may assess customs duties, or may require official entry documents, for restricted or controlled goods, such as goods subject to import licensing or similar requirements.

Article 6.15. Review and Appeal

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

(a) at least one level of administrative review for decisions made by its customs administration independently from the official or office responsible for the decision under review; (4) and

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

(4) The administrative review level of the United Arab Emirates may include the competent authority overseeing the customs administration.

2. Each Party shall ensure that its appeal and review procedures are conducted in a nondiscriminatory and timely manner.

3. Each Party shall ensure that when considering objections as an administrative appeals body under paragraph 1, the authority shall notify the person in writing of its decision or determination on the review or appeal, and the reasons for that decision.

Article 6.16. Customs Cooperation

1. In order to further enhance customs cooperation and exchange of information between customs administrations to secure and facilitate legitimate trade, each Party shall implement and comply with the obligations contained in the Mutual Customs Assistance Agreement.

2. The Parties undertake to facilitate initiatives for the exchange of information on best practices regarding the implementation and administration of the customs procedures described in this Chapter, and in accordance with the agreements on cooperation and mutual administrative assistance incustoms matters concluded or acceded to by the Parties.

Article 6.17. Confidentiality

1. Nothing in this Agreement shall be construed to require either party to provide or permit access to confidential information, the disclosure of which would impede law enforcement, would otherwise be contrary to the public interest, or would be detrimental to the legitimate business interests of certain organizations, both public and private, the legitimate business interests of certain organizations, public or private. Any information obtained under this Agreement shall be treated as confidential information in accordance with the terms of the Mutual Customs Assistance Agreement.

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

Article 6.18. Transit

Each Party shall, in accordance with its national laws and regulations:

1. Conduct transit operations between the Parties in a facilitated and effectively controlled manner;

2. Ensure the facilitation and effective control of transit traffic operations through its territory; and

3. Seek to promote and implement international transit arrangements with a view to facilitating trade in accordance with Article 11 of the Agreement on Trade Facilitation of the World Trade Organization.

Article 6.19. Single Window

Each Party shall endeavor to develop or maintain single window systems to facilitate the electronic submission of all information in accordance with the requirements of the Customs Law and other legislation on the export, import and transit of goods.

Chapter VIII. Trade In Services

Definitions

For the purposes of this chapter:

Service provided in the exercise of governmental authority means any service that is not provided on a commercial basis or in competition with one or more service providers,

Aircraft repair and maintenance services means activities carried out on board an aircraft or part of an aircraft while it is withdrawn from service and does not include so-called on-line maintenance,

Commercial Presence means any type of commercial or professional organization including:

1. Establish, acquire or maintain a legal person, or

2. Establishing or maintaining a branch or representative office within the territory of either Party for the purpose of supplying a service,

CRS Services means the services provided by computerized computer systems containing information about air carrier schedules, availability, fares and fare calculation rules, through which reservations are made or tickets are issued.

Legal Person means any legal entity duly constituted, organized or otherwise regulated under applicable law, whether for profit or otherwise, and whether privately or government-owned, including corporations, cartels, monopolistic associations between a group of companies to limit competition, personal companies, joint ventures, sole proprietorships, or foundations.

Legal Person of the other Party means a legal person that is either:

1. Formed or organized under the laws of that other Party, and which carries on substantial business operations in the territory of:

(a) of that Party; or

(b) any member of the World Trade Organization that is owned or controlled by natural persons of that other Party or by legal persons who meet all the conditions in subparagraph (1)(a); or

2. In the case of the supply of a service through a business presence that is owned or controlled:

(a) natural persons of that Party; or

(b) legal persons of that other Party specified under sub-paragraph (1) or governmental entities of the other Party.

A legal person is:

1. "Owned" by persons of one party if more than 50% of the capital is wholly owned by persons of that party.

2. "Managed" by persons from either party, whether such persons have the power to nominate a majority of its directors or the power to legally manage its business; or

3. "Affiliated with" another person when that other person is managed by it or is managed by it; or when both are managed by one other person.

Action means any action taken by any party, whether in the form ofa law, statute, rule, procedure, decision, administrative action or any other form.

Actions taken bya party means actions taken by:

1. Governments and central, regional or local authorities; and

2. Non-governmental bodies when exercising powers delegated by central, regional or local governments or authorities,

In fulfilling its obligations and responsibilities under the Convention, each Party shall take such reasonable measures as may be available to itto ensure that itis respected by regional and local governments, authorities and non-governmental bodies within its territory.

Actions by a Party that affect trade in services include actions relating to:

1. The purchase, payment or use of the service.

2. The means of accessing and utilizing services that the parties are required to provide to the public at large in the supply of the service; and

3. The presence, including commercial presence, of persons of one party to supply a service in the territory of the other party,

Exclusive Service Supplier means any person, in the public or private sector, who is formally or de facto licensed or established by that Party in the relevant market of a Party as the sole supplier of that service,

Natural Person of the other Party: means a citizen or permanent resident (5) of the Hashemite Kingdom of Jordan or the United Arab Emirates,

(5) For further clarification, the term "permanent resident" means any natural person who possesses a valid residence permit or authorization under the laws and regulations of both parties.

"Person" means either a natural person or a legal person.

Service Sector means:

(1) in the context of the Specified Obligations, one or more sub-sectors within a Service Sector or all sub-sectors of that Service, as specified in the Party's Schedule; or

(2) otherwise, the entire service sector, including all of its sub-sectors.

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

Services includes any service in any sector except services provided in the exercise of governmental authority, Service Consumer means any person who receives or uses a service,

Third Party Service means a service that is supplied:

1. From or in the territory of that other Party, or in the case of maritime transportation, by a vessel registered under the laws of that other Party, or by a person of that other Party who supplies the service through the operation and/or use of the vessel in whole or in part or

2. In the case of the supply of a service through commercial presence or through the presence of natural persons, through a service supplier of that other Party.

Service Provider of a Party means any natural or legal person of a Party that seeks to provide or supply a Service;(6)

(6) Where the service is not provided directly by legal person but through other forms of commercial presence such as a branch or representative office, the service provider (ie, legal person) shall, through such presence, be accorded the treatment accorded to a service provider under the Convention and such treatment shall extend to the presence through which the service s provided and need not extend to any other parts of the provider located outside the territory in which the service is provided.

Supply of a service means the production, distribution, marketing, sale and provision of a service,

Trade in services means the supply of a service:

1. From the territory of one Party to the territory of the other Party.

2. In the territory of one party to the consumer of the service of the other party.

3. By a service provider of one Party, through a commercial presence in the territory of the other Party.

4. Through a service provider of one of the Parties, through the presence of natural persons of one Party in the territory of the other Party.

Traffic Rights means the right to operate scheduled and unscheduled services and/or transport passengers, goods and mail for pay or hire from, into or over the territory of a Party, including the points to be provided, the routes to be operated, the types of traffic to be carried, the capacity to be provided, the tariffs to be charged and their terms, and the criteria for designating carriers, including criteria such as number, ownership and control,

Article 8.1. Scope and Coverage

1. This Chapter applies to measures adopted and applied by the Parties that affect trade in services.

2. This Chapter does not apply to:

(a) laws, regulations, or requirements governing the procurement by governmental entities of services purchased for governmental purposes and not for commercial resale or for use in the supply of services for commercial sale,

(b) services provided in the exercise of governmental authority,

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

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

Nothing in this Chapter or its appendices shall prevent a Party from applying measures to regulate the entry or temporary stay of natural persons in its territory, including those measures necessary to protect the safety of natural persons and to ensure the orderly movement of natural persons across its borders, provided that such measures are not applied ina manner that nullifies or impairs the benefits accruing to a Party under the terms of a specific commitment (7).

(7) The requirement to require visa for natural persons in a particular country but nat for other persons shall not be deemed to invalidate or undermine benefits under a specific obligation,

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

(1) aircraft repair and maintenance services;

(2) the sale and marketing of air transportation services.

(3) computer reservation system services,

Article 8.2. Schedules of Specific Obligations

1. Each Party shall specify in a schedule, to be called its Schedule of Specific Obligations, the obligations and specific commitments undertaken in accordance with Article 8:4 (market access), Article 8:5 (national treatment), and Article 8:6 (additional commitments).

2. With respect to the sectors in which these commitments are undertaken, each schedule of specific commitments shall specify specified:

a) market access terms, limitations and conditions;

b) conditions and qualifications for national treatment;

c) commitments relating to additional commitments;

d) the time frame for the implementation of such commitments, where applicable; and

e) the date of entry into force of such commitments,

3. Measures that are inconsistent with Articles 8.4, and 8.5 shall be listed in the column relating to Article 8.4, in which case the inclusion of inconsistent measures shall be treated as providing a condition or qualification for Article 8.5 as well.

4. The tables of specific obligations of the Parties are set out in Annex A8.

Article 8.3. Most-Favored-Nation Treatment

1. Except as provided in the MFN exemption list in Annex 8B, a Party shall promptly and unconditionally grant, with respect to all actions affecting the supply of services, services and service suppliers of the other Party, treatment no less favorable than that accorded to services and service suppliers of third parties.

2. The obligations in paragraph 1 shall not apply to:

(a) treatment accorded under other existing or future agreements concluded by a Party and notified under Article V or V bis of the General Agreement on Trade in Services (GATS), as well as treatment accorded in accordance with Article VII of the GATS or safeguard measures in accordance with the GATS Annex on Financial Services.

(b) The treatment accorded by the United Arab Emirates to services and service suppliers from GCC member states under the GCC Economic Agreement,

(c) The treatment granted by the Parties under the Greater Arab Free Trade Area (GAFTA).

3. The rights and obligations of the Parties with respect to benefits granted to neighboring countries are governed by Article

II, paragraph 3 of GATS, which is incorporated by this Agreement and forms part of this Agreement.

4. If, after the entry into force of this Agreement, either Party enters into any agreement on trade in services with an external party, it must negotiate, at the request of the other Party, to include in this Agreement a treatment that is no less favorable preferential treatment than that provided under the agreement concluded with the foreign party, The Parties shall take into account the circumstances under which under which any Party enters into any agreement on trade in services with a foreign Party.

Article 8.4. Market Access

1. With respect to market access through the modes of supply identified in the definition of "trade in services" in the Tariffs, each Party shall accord to services and suppliers of services to the other Party treatment no less favorable than that provided under the agreed terms, limitations and conditions set forth in the Schedule of Specific Commitments (8).

(8) If party undertakes a market acess obligation with respect to the provision ofa service through the mode of supply referred to in paragraph (1) of the definition of "trade in services" in the Definitions and if the cross-border movement of capital is an essential part of the service itself, then that Party's obligated to permit such movementof capital. If a Party undertakes a market access obligation in connection with the provision of a service through the mode of supply referred to in paragraph (3) of the definition of "trade in services" definition, it is thus obligated to allow the relevant capital transfers to its territory,

2. In sectors where market access commitments are undertaken, measures that a Party may not adopt or apply, either on a territorial subdivision basis or on a territory-wide basis, unless otherwise provided for in its Schedule of Specific Commitments, are defined as:

(a) Restrictions on the number of service providers, whether in the form of numerical quotas, monopolies, sole suppliers of services or economic needs test requirements,

(b) Restrictions on the total value of service transactions or assets in the form of numerical quotas or economic needs test requirements,

(c) limitations on the total number of service operations or the total quantity of service outputs expressed in specific numerical units in the form of quotas or economic needs test requirements, (9)

(9) Subparagraph 2{c} does not cover measures taken bya Partythat limit inputs to the supply of services.

(d) restrictions on the total number of natural persons who may be employed in a particular service sector or who may be employed by a service supplier and who are necessary and directly related to the supply of a particular service in the form of numerical quotas or economic needs test requirements; and

(e) measures that restrict or require certain types of legal entities or joint ventures through which a service supplier may supply a service; and

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

Article 8.5. National Treatment

1. With respect to the service sectors listed in each Party's Schedule of Specific Commitments, and subject to any conditions and qualifications provided therein, each Party shall accord to the services and service providers of the other Party, with respect to all measures affecting the supply of services, treatment no less favorable than that received by its own services and service providers. (10)

(10) The specific commitments undertaken under this Article shall be construed as requiring either Party to compensate for any inherent competitive disadvantages resulting from the foreign character af the services or related service providers.

2. A Party may fulfill the requirements in paragraph 1 by granting the services and service providers of the other Party either formally identical treatment or formally different treatment from that which it grants to its own similar services and service providers.

3. Formally identical or formally different treatment by one Party shall be considered less favorable if it modifies the conditions of competition in favor of the services or service providers of that Party as compared to the similar services or service providers of the other Party.

Article 8.6. Additional Obligations

The Parties may negotiate commitments with respect to measures affecting trade in services not subject to scheduling under Articles 8.4 (market access) and 8.5 (national treatment), including those relating to qualifications, standards or licensing issues. Such commitments shall be recorded in that Party's Schedule of Specific Commitments.

Article 8.7. Modification of Schedules

Upon the written request of 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 submits its request. In the consultations, the Parties shall aim to ensure that an overall level of mutually beneficial commitments is maintained that is no less favorable to trade than that provided for in the Schedule of Specific Commitments prior to such consultations, Amendments to the schedules shall be subject to any procedures adopted by the Joint Committee established in Chapter XV (Administration of the Agreement).

Article 8.8. Domestic Regulation

1. In sectors where specific commitments have been 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 establish as soon as possible judicial, arbitral, or administrative bodies or procedures that provide, at the request of the affected service provider, expeditious review of administrative decisions that affecting trade in services, if warranted. Where such procedures are not independent of the body entrusted with the administrative decision in question, the Party concerned shall ensure that the procedures provide for an objective and impartial review in fact.

(b) The provisions of subparagraph (a) shall not be construed as requiring any Party to establish such bodies or procedures where this is contrary to its constitution or the nature of its legal system.

3. If authorization is required to provide a service pursuant to a specific obligation under this Agreement, the competent authorities of each Party shall

(a) inform the applicant of the decision on the request within a reasonable period of time after the submission of the request, which shall be deemed complete under domestic laws and regulations,

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

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

(d) lf an application is terminated or rejected, the applicant will be informed in writing and as far as possible without delay of the reasons for such action. The Applicant will have the possibility, at its sole discretion, to resubmit 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 ensure that such requirements:

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

(b) are no more burdensome than is necessary to ensure the quality of the service; and

(c) in the case of licensing procedures, do not in themselves impose any restrictions on the supply of the service,

5. In determining whether a Party is complying with the obligation set out in subparagraph 4, account shall be taken of the international standards of the relevant international organizations applied by that Party (11).

(11) The term "relevant international organizations" refers to international bodies with membership open to the relevant institutions and bodies of the Parties to this Agreement.

6. In sectors where specific obligations are implemented with respect to professional services, each Party shall provide appropriate procedures to verify the competence of professionals from the other Party.

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

Article 8.9. Recognition

1. Either Party may recognize or encourage its relevant competent bodies to recognize the education, experience gained, requirements fulfilled, licenses or certificates granted by the other Party for purposes of meeting, in whole or in part, its own standards or criteria for authorization, licensing or certification of service providers, and in accordance with paragraph 3. Such recognition, which may be achieved through coordination or otherwise, may be based on an agreement or arrangement between the Parties or relevant competent bodies, or may be granted independently.

2. Where a Party recognizes, under an agreement or arrangement, education or experience obtained, requirements fulfilled, licenses or certificates granted in the territory of a State not party tothe Convention, that Party shall give the other Party a sufficient opportunity to negotiate its accession to such an agreement or arrangement, whether existing or future, or to negotiate a similar agreement or arrangement with it, Where a Party grants recognition independently, that Party shall provide sufficient opportunity for the other Party to demonstrate that the education, experience, licenses, certificates or certifications obtained or requirements met in the territory of that other Party should also be recognized.

3. Neither Party shall grant recognition in a manner that would constitute a means of discriminating between the other Party and third parties when applying its criteria for authorizing, licensing or accrediting service providers, or a disguised restriction on trade in services.

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

(a) promote cooperation and explore possibilities for mutual recognition of relevant professional and vocational qualifications; and

(b) pursue mutually acceptable standards for licensing and certification in relation to service sectors of mutual interest to the Parties.

Article 8.10. Payments and Transfers

1. Except in the circumstances provided for in Article 8.13 (Balance of Payments Protection Restrictions), neither Party may apply restrictions on international transfers and payments in connection with current transactions related to its specified obligations.

2. Nothing in this chapter shall affect the rights and obligations of the Parties as members of the IMF under the Articles of Agreement of the IMF, including the use of exchange procedures consistent with the Articles of Agreement, provided that neither Party shall impose restrictions on any capital-related transactions inconsistent with its specific obligations with respect to such transactions, other than Article 13.8 (Balance of Payments Protection Restrictions) or at the request of the IMF.

Article 8.11. Monopolies and Exclusive Service Providers

1. The rights and obligations of the Parties with respect to monopolies and exclusive service providers are governed by paragraphs 1, 2 and 5 of Article 8 of the GATS Agreement, which are hereby incorporated into and form part of this Agreement.

2. If a Party has reason to believe that a monopoly supplier of a service in the other Party is acting in a manner inconsistent with paragraphs 1 and 2 of Article 8 of the GATS Agreement, that Party may request the other Party that established, maintained or licensed that supplier to provide specific information regarding the relevant activities.

Article 8.12. Business Practices

The rights and obligations of the Parties with respect to business practices are governed by Article IX of the GATS, which is hereby incorporated by this Agreement and made a part of this Agreement.

Article 8.13. Restrictions on Balance of Payments Protection

1. The Parties shall endeavor to avoid the imposition of restrictions to maintain the balance of payments.

2. When either Party to this Agreement faces serious balance of payments difficulties, or is under threat of serious balance of payments difficulties, it may adopt or apply restrictive measures with respect to trade in services, including payments and transfers.

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

Article 8.14. Denial of Benefits

A Party may refuse to grant the benefits of this Agreement to a Service Provider which is a legal person, if persons of a Party An extemal party owns or controls that legal person and the rejecting party:

(a) does not maintain diplomatic relations with the foreign party and the foreign party is nota member of the World Trade Organization; or

(b) adopts or applies measures with respect to the foreign party or a person of the foreign party that prohibit transactions with the legal person or that would be violated or circumvented if the benefits of this Agreement were granted to the legal person.

In the case of a maritime transportation service, if the rejecting party establishes that the service is provided

(a) by a ship registered under the laws of a foreign party, and

(b) by a person wholly or partly occupying and/or using the ship but from a foreign Party.

Article 8.15. Revision

1. With a view to further liberalizing trade in services between them, the Parties agree to undertake a joint review, at least every two years, of their schedules of specific commitments and exemptions to the National Most-Favored Treatment lists, taking into account any developments relating to the liberalization of services as a result of ongoing work under the World Trade Organization (WTO).

2. The first such review shall take place no later than two years after the entry into force of this Agreement.

Article 16.8. Annexes

The following appendices form part of this chapter:

- Annex 8A: (Schedules of specific commitments for Jordan)

- Annex 8B: (MFN exemptions for Jordan)

- Annex 8C; (Tables of Specific Commitments for the UAE)

- Annex 8D8 (MFN exemptions for the UAE)

Both parties reserve the right to propose additional annexes.

Chapter IX. Digital Trade

Definitions

For the purposes of this Chapter:

Authentication means a process or procedure for verifying the identity of a party to an electronic communication or transaction and ensuring the integrity of the electronic communication.

Customs Duty includes any duties or charges of any kind imposed on or in connection with the importation of a Good, and

any additional tax or surcharge imposed in connection with such importation, but does not include any duty equivalent to an internal tax imposed in accordance with Article Ill paragraph 2 of the General Agreement on Tariffs and Trade (GATT):

(a) a charge equivalent to an internal tax imposed in accordance with Article Ill, paragraph 2 of the General Agreement on Tariffs and Trade (a) (GATT) 1994,

(b) Other import-related charges commensurate with the cost of the services provided,

(c) anti-dumping, countervailing or safeguard duties.

Digital Product means a computer program, text, video, image, photograph, sound recording or any other digitally encoded product or product for sale or commercial distribution that can be transmitted electronically.

Electronic digital signature: Data in the form of letters, numbers, symbols, glyphs, signs, etc, that are incorporated in electronic form or by any other similar means into, added to, or associated with an electronic record for the purpose of identifying and distinguishing the owner of the signature from others.

Electronic transmission or electronic transmission means a transmission made by any electromagnetic means, including electromagnetic means.

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

Personal Data means data or information relating to a natural person that directly or indirectly identifies him or her, regardless of its source or form, including data relating to his or her personality, marital status or location.

Action means any action by any party, whether in the form ofa law, regulation, rule, procedure, decision, administrative action or any other form.

Trade Administration Documents means forms issued or controlled by either party that must be completed by or for the importer or exporter in connection with the import or export of goods;

Unsolicited commercial electronic message means an electronic message sent for commercial or marketing purposes to an electronic address, without the recipient's consent or despite the recipient's express refusal, by an Internet access service provider or, to the extent provided for in each Party's laws and regulations, another telecommunications service.

Sensitive personal data: Any data or information relating to a natural person that directly or indirectly indicates his/her origin, race, opinions, political affilations, religious beliefs, or any data relating to his/her financial situation, health, physical, mental or genetic condition, biometric fingerprints or criminal record, or any information or data considered sensitive if its disclosure or misuse would cause harm to the person concerned, or any information or data considered sensitive if its disclosure or misuse would cause harm to the person concerned.

Data: Personal data and sensitive personal data.

Procedure means any action by a Party, whether in the form ofa law, regulation, rule, procedure, decision, administrative action or any other form.

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

Unsolicited commercial electronic message means an electronic message sent for commercial or marketing purposes to an electronic address, without the recipient's consent or despite the recipient's express refusal, through an Intemet access service provider or, to the extent provided for in the laws and regulations of each Party, another telecommunications service.

Article 9.1. Objectives

1. The Parties recognize the importance of economic growth and opportunities provided by digital commerce, the need to avoid barriers to its use and development, the importance of frameworks that enhance consumer confidence in digital commerce, and the applicability of the WTO Agreement to measures affecting digital commerce.

2. The Parties seek to foster an enabling environment for further progress in digital trade, including e-commerce and the digital transformation of the global economy, by strengthening their bilateral relations on these matters.

Article 9.2. General Provisions

1. This Chapter applies to measures adopted by a Party that affect trade by digital and/or electronic means

2. This Chapter does not apply to:

(a) government procurement,

(b) data held or processed by or on behalf ofa Party, ar measures relating to such data, including measures relating to the collection of such data.

3. The Parties confirm that measures affecting the provision of a service provided or performed digitally or electronically shall be subject to the relevant provisions of Chapter VIll (Trade in Services) and its Annexes and Chapter XI (Investment), including any exceptions or limitations provided for in this Agreement that apply to these provisions.

Article 9.3. Customs Duties

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

2. For greater certainty, paragraph 1 does not prevent a Party from imposing internal taxes, fees, or other charges on digitally or electronically transmitted content, provided that such taxes, fee,s or charges are imposed in a manner that is not inconsistent with the provisions of this Agreement or any other relevant agreement between the Parties.

Article 9.4. Domestic Electronic Transactions Framework

1. Each Party seeks 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 November 23, 2005.

2. Each party shall endeavor to:

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

(b) receive feedback from interested and relevant parties to develop the legal framework for electronic transactions, Including with respect tocommercial documentation.

Article 9.5. Authentication

1. Except as otherwise provided by the law of that Party, a Party may not deny the legal validity of a signature solely on the basis that the signature is in electronic form.

2. Within the framework of this Agreement, no Party may adopt or apply measures on authentication that would:

(a) prevent the parties to an electronic transaction from mutually determining the appropriate authentication methods for that transaction; or

(b) prevent the parties to an electronic transaction from having an opportunity to demonstrate 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, for a particular class of transactions, that the authentication method meet certain performance standards or be certified by an authorized authority in accordance with its law.

4. The Parties encourage the use of interoperable authentication methods,

Article 9.6. Trade Administration Documents

Each Party shall endeavor in accordance with its national legislation to

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

(b) Accept electronically submitted trade management documents as the legal equivalent of a paper copy of those documents.

Article 9.7. Online Consumer Protection

1. The Parties recognize the importance of adopting and maintaining transparent and effective measures to protect consumers from misleading, deceptive, and fraudulent business practices when engaging in digital commerce.

2. Each Party seeks to adopt or enforce consumer protection laws to prohibit misleading, deceptive, and fraudulent business activities that cause harm or potential harm to consumers participating in digital trade. (12)

(12) For greater certainty, a Party may comply with the obligation In this paragraph ly adopting or applying measures such as generally applicable consumer protection laws or regulations or sector- or medium specific laws or regulations with respect to consumer protection,

Article 9.8. Protection of Personal Data

1. The Parties recognize the economic and social benefits of protecting the personal data of persons conducting or participating in electronic transactions and the contribution this makes to enhancing consumer confidence in digital trade.

2. To this end, each Party seeks to adopt or maintain a legal framework that provides personal data protection for users of digital commerce, taking into account the principles and guidelines of relevant international organizations.

Article 9.9. Principles of Internet Access and Use for Digital Commerce

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

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

(b) operate the services and applications of their choice, in accordance with the Party's law;

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

(d) connect devices of their choice to the Internet, provided that such devices do not harm the network and are not prohibited by the law of the Party concerned.

Article 9.10. Cross-border Flow of Information

Without prejudice to any relevant applicable legislation:

(a) the Parties recognize the importance of the free flow of information in facilitating trade, and the importance of protecting personal data,

(b) the Parties shall endeavor to refrain from imposing or applying unnecessary barriers to the cross-border flow of electronic information.

Article 9.11. Open Data

1. The Parties recognize that facilitating public access to and use of open data contributes to stimulating economic and social benefits, competitiveness, improved productivity and innovation, To the extent that a Party chooses to make open data available, and consistent with international practice, that Party shall endeavor to ensure that:

(a) the information is appropriately open-source, contains metadata, and is in a machine-readable and open format that allows the public to freely search, retrieve, use, reus,e and redistribute it, and

(b) to the extent practicable, the information is provided in a spatially enabled format with reliable, easy-to-use, freely available, and regularly updated application programming interfaces.

2. The Parties seek to collaborate to identify ways in which each Party can expand access to and use of open data, with the aim of promoting and creating business and research opportunities,

Article 9.12. Digital Government

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

2. To this end, the Parties seek to develop and implement strategies to digitize their government processes and services, which may include:

(a) adopt open and inclusive government processes that emphasize accessibility, transparency and accountability in a way that overcomes digital divides,

(b) promote cross-sectoral and cross-government coordination and collaboration on digital agendas,

(c) design and develop government processes, services, and policies with digital inclusion in mind,

(d) utilize emerging technologies to build capacity in anticipation of disasters and crises and facilitate proactive responses,

(e) realizing public value from government data through its application in public policy planning, delivery, and monitoring, and adopting rules and ethical principles for the reliable and secure use of data,

(f) promoting initiatives to upgrade the digital capabilities and skills of individuals and government employees,

3. Recognizing the importance of sharing experiences and benefiting from digital government initiatives, the Parties seek to cooperate in activities related to the digital transformation of government and government services, which may include:

(a) exchange information and advice in utilizing open source platforms and software, and building joint capacities,

(b) exchange best practices on digital government and digital delivery of government services,

(c) provide advice or training, including through the exchange of experiences, to assist the other party in building digital government capabilities, and

(d) cooperate in the application of e-signature, digital documents, and the creation af a mechanism for the certification of documents and e-signature around the world.

Article 9.13. Digital and Electronic Invoices

1. The Parties recognize the importance of digital and electronic invoicing in increasing the efficiency, accuracy, and reliability of commercial transactions, and each Party also recognizes the benefits of ensuring that the systems used for digital and electronic invoicing within its territory are interoperable with the systems used in the territory of the other Party.

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

3. The Parties recognize the economic importance of promoting the global adoption of digital and electronic invoicing systems, including international interoperable frameworks, and to this end, the Parties commit to seeking to;

(a) promoting, encouraging, supporting or facilitating the adoption of digital and electronic invoicing by businesses,

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

(c) creating awareness and building capacity for digital and electronic invoicing, and

(d) sharing best practices and promoting the adoption of interoperable international digital and electronic invoicing systems.

Article 9.14. Digital and Electronic Payments

1. Recognizing the rapid growth in digital and electronic payments, particularly those made by non-bank, non-financial institutions and fintech companies, the Parties shall seek to support the development of efficient and secure cross-border digital and electronic payments by:

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

(b) promoting the interoperability and connectivity of digital payment infrastructures

(c) encouraging innovation and competition in digital and electronic payment services,

2. Tot his end, each Party shall endeavor to:

(a) make its laws and regulations of general application with respect to digital and electronic payments publicly available, including with respect to regulatory approval, licensing requirements, procedures, and technical standards,

(b) timely finalize decisions on regulatory approvals or licenses relating to digital and electronic payments,

(c) not arbitrarily or unjustifiably discriminate between financial institutions and non-financial institutions with respect to access to the services and infrastructure needed to operate digital and electronic payment systems,

(d) adopt or utilize international standards for electronic data interchange between financial institutions and service providers to enable greater interoperability between digital and electronic payment systems,

(e) facilitate the use of open platforms and architectures such as tools and protocols provided through application programming interfaces and encourage payment service providers to securely provide APIs for their products and services to third parties, where possible, to facilitate greater interoperability, innovation and competition in electronic payments; and

(f) facilitate innovation, competition and the timely introduction of new financial and electronic payment products and services, such as the adoption of regulatory and industry sandboxes.

Article 9.15. Digital Identity

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

(a) develop appropriate frameworks and common standards to promote technical interoperability and provide appropriate mechanisms for access and verification of digital identity,

(b) develop comparable protection for digital identities under each Party's respective legal frameworks, or recognize their legal effects, whether granted independently or by agreement,

(c) support the development of international frameworks for digital identity systems,

(d) exchange knowledge and expertise on best practices related to digital identity policies and regulations, technical implementation and security standards, promoting the use of digital identities, and utilizing the best technical and legal practices for bilateral, Arab, and international identity accreditation.

Article 9.16. Cooperation

1. Recognizing the importance of digital commerce to their collective economies, the Parties shall endeavor to maintain a dialogue on regulatory matters related to digital commerce with a view to exchanging information and experiences, as appropriate, including relevant laws and regulations and their implementation, and best practices related to digital commerce, including with respect to:

(a) Online consumer protection,

(b) Personal data protection,

(c) anti-money laundering and terrorist financing, sanctions compliance for digital commerce,

(d) unsolicited commercial electronic messages,

(e) authentication,

(f) intellectual property aspects of digital commerce,

(g) challenges faced by SMEs in digital commerce, and

(h) Digital government.

2. The Parties share a common vision to promote secure digital commerce, recognizing that cybersecurity threats undermine trust in digital commerce. Accordingly, both parties recognize the importance of:

(a) build the capacity of government agencies responsible for responding to information security and cybersecurity incidents,

(b) utilize existing cooperation mechanisms to collaborate in identifying and mitigating malicious intrusions or malicious code propagation affecting the Parties' electronic networks,

(c) promote the development of a strong public and private sector cybersecurity workforce, including possible initiatives related to the mutual recognition of qualifications, and

(d) the Parties emphasize the importance of mutual cooperation regarding the regulation of unsolicited commercial electronic messages and seek to adopt the necessary regulatory and technical measures to reduce unsolicited commercial electronic messages in accordance with each Party's national legislation.

Chapter X. Intellectual Property

Section A. General Provisions

Definitions

For the purposes of this chapter: Intellectual property rights to the extent recognized under the legislation of each country include:

(a) copyright and neighboring rights,

(b) patents,

(c) trademarks,

(d) industrial designs (13),

(13) For greater certainty, the parties are free to define the scope of "design" to implement the provisions of this chapter within their legal system and practices, but the scope must at least include "industrial drawings" or industrial models within the meaning of the TRIPS Agreement wherever they appear.

(e) schematic (topographical) designs of integrated circuits,

(f) geographical indications,

(g) plant varieties, and

(h) Protection of undisclosed information.

"WIPO" means the World Intellectual Property Organization,

National means, with respect to the relevant right, a person of a Party who meets the eligibility criteria for protection set forth in the agreements listed in Article 4.10 (International Agreements) or the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).

Article 10.1. Objectives

The protection and enforcement of intellectual property rights should contribute to the promotion of trade, investment, innovation, technology transfer, and diffusion, for the mutual benefit of producers and users of technological knowledge and in a manner conducive to social and economic well-being, balancing rights and obligations, and promoting the most efficient protection of intellectual property rights.

Article 10.2. Principles

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

Article 10.3. Nature and Scope of Obligations

Each Party undertakes to enforce and apply the provisions of this Chapter of this Agreement. Protection or enforcement of intellectual property rights may, but is not required, be provided on a broader scale than required by this Chapter, provided that such protection or enforcement is not inconsistent with the provisions of this Chapter. Each Party is free to determine the appropriate way to implement the provisions of this Chapter within its legal system, applicable practices, and international agreements to which a Party is a party.

Article 10.4. International Conventions

1. The Parties reaffirm their obligations under the following multilateral agreements:

(a) The World Trade Organization Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement),

(b) The Patent Cooperation Treaty of June 19, 1970, as amended by the Washington Act of 2001,

(c) The Paris Convention of March 20, 1883, for the Protection of Industrial Property, as amended by the Stockholm Convention of 1967,

(d) Berne Convention for the Protection of Literary and Artistic Works of September 9, 1886, as amended by the Paris Act of 1971,

(e) WIPO Convention on Performances and Phonograms of December 20, 1996,

(f) WIPO Treaty on Copyright of December 20, 1996,

(g) Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Proceedings of April 28, 1977,

(h) International Union for the Protection of New Varieties of Plants of 1991, and

(i) The Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled.

Article 10.5. Intellectual Property and Public Health

1. A Party may, in adopting or amending its laws and regulations, adopt measures necessary for the protection of human health and nutrition, and the promotion of public health in sectors of vital importance for social, economic, and technological development, provided that such measures are compatible with the provisions of this Chapter.

2. The Parties call for the importance of taking into account the principles set forth in the Declaration on TRIPS and Public Health adopted on November 14, 2001 (hereinafter referred to as the "Doha Declaration") by the Ministerial Conference of the World Trade Organization and affirm that the provisions of this Chapter are without prejudice to the Doha Declaration.

Article 10.6. Treatment of Nationals

The parties to this agreement shall accord to each other's nationals treatment no less favorable than that accorded to their own nationals. Exemptions/exceptions to this obligation shall be consistent with the substantive provisions of Article 3 of the TRIPS Agreement.

Article 10.7. Transparency

1. Each Party shall endeavor to make reasonable efforts, in accordance with its legal system and practices, to provide access to information relating to the application of Trademarks, Geographical Indications (GIs), trademarks, patents and plant variety rights granted and registered to the general public.

2. The Parties agree to facilitate access to publicly available databases of registered intellectual property rights that assist in identifying subject matter that is in the public domain.

3. Each Party shall endeavor to make such information available in English if possible.

Article 10.8. Entry Into Force (14)

1. Except as otherwise provided in this chapter, this chapter creates obligations with respect to all subject matter that exists on the date of entry into force of this Convention and is protected on that date in the territory of the Party in which protection is claimed, or that meets or subsequently comes to meet the criteria for protection under this Chapter.

2. No Party shall be required to restore protection to the subject matter which, on the date of entry into force of this Convention, was in the public domain in its territory.

3. This Chapter does not give rise to any obligations in respect of acts occurring prior to the date of entry into force of this Agreement.

(14) For greater certainty, this Article is without prejudice to any provisions dealing with the enforceability of the protection of intellectual property rights in international agreements to which a Party is a party.

Article 10.9. Enforcement of Intellectual Property Rights

Nothing in this Agreement shall prevent either Party from determining the conditions for the exhaustion of intellectual property rights that apply under its domestic laws and regulations.

Section B. Cooperation

Article 10.10. Cooperation Activities and Initiatives

The Parties shall seek to cooperate on the subject matter covered by this Chapter, for example through appropriate coordination, training and exchange of information between the Parties' intellectual property offices or other institutions, as determined by each Party. Cooperation activities and initiatives conducted under this Chapter shall be subject to the availability of resources, upon request, and on terms and conditions mutually agreed upon by the Parties.
Collaboration may include areas such as:

1. Developments in domestic and international intellectual property policy,

2. IP management and registration systems,

3. Education and awareness-raising in relation to intellectual property,

4. Intellectual property matters relating to:

(a) small and medium-sized enterprises,

(b) science, technology, and innovation activities,

(c) technology innovation, transfer and diffusion, and

(d) the empowerment of women and youth.

5. The implementation of policies that involve the use of intellectual property in research, innovation and economic growth.

6. Implementation of multilateral intellectual property enforcement, enforcement of intellectual property rights or management of intellectual property rights.

7. Capacity building.

8. Enforcement of intellectual property rights; and

9. Such other activities and initiatives as may be mutually determined by the Parties,

Article 10.11. Patent Cooperation

1. The Parties shall endeavor to maintain the quality and efficiency of their patent enforcement systems as well as streamline the procedures and operations of their patent offices for the benefit of all users of the patent system and the public at large.

2. In addition to paragraph 1, the Parties shall endeavor to cooperate among their respective patent offices, which may include:

(a) the exchange of search and examination experience of the other Party's patent office,

(b) exchange information on quality assurance systems and quality standards related to patent examination.

3. The Parties shall endeavor to cooperate to minimize differences in the procedures and processes of their respective patent offices in a manner not inconsistent with the patent laws of both Parties.

Section C. Trademarks

Article 10.12. Types of Registrable Marks

1. A trademark is anything that takes a distinctive form of names, words, letters, symbols, numbers, drawings, pictures, images, inscriptions, shapes, colors, color or combinations of colors, a combination thereof, a sign or any other mark to the extent recognized by the legislation of each country, used or intended to be used to distinguish the goods or services of an establishment from the goods or services of other establishments or to indicate the performance of a service, and the nature of the goods or services for which registration is sought may not be an obstacle to the registration of the mark.

2. Each Party shall provide registration for the protection of collective marks and certification marks.

Article 10.13. Rights Granted

The registered trademark owner has the absolute right to prevent all third parties who have not obtained the consent of the mark owner from using the same or similar mark in their business. the same or similar goods and services as or similar to those advertised as the trademark when doing so could result in a likelihood of confusion. A likelihood of confusion is presumed if an identical trademark is used for identical goods or services. The rights described above shall not prejudice any existing pre-existing rights or affect the ability of the parties to grant rights in trademarks on the basis of use.

Article 10.14. Recognized/Famous Trademarks (15)

1. Neither party may use the terms of this Agreement to specify that a trademark is well-known or to specify that a trademark is registered of a specific party or legislation, or included in the list of well-known/famous trademarks, or previously recognized as a well-known/famous trademark.

2. The provisions of Article 6 bis of the Paris Convention (1967) shall apply, with the necessary qualifications, to the determination of whether the trademark is well-known. Member States shall take into account the extent to which the trademark is well known in the relevant public sector, including in the Member country concerned, as a result of the promotion of the trademark.

3. The provisions of Article 6 bis of the Paris Convention (1967) shall apply mutatis mutandis to goods or services that are not identical to those that have been registered as a trademark, provided that the trademark indicates with respect to those goods or services indicates a connection between those goods or services and the owner of the trademark the registered trademark owner, and provided that the registered trademark owner's interests are likely to be harmed by such use.

4. Each Party recognizes the importance of the provisions relating to the protection of marks as adopted by the Paris Union for the Protection of Industrial Property and the General Assembly of WIPO in the series of the 34th Meeting of the Assemblies of WIPO Member States from September 20 to 29,1999.

5. Each Party shall provide appropriate measures to refuse the application or cancel the registration and prohibit the use of the identical or similar trademark toa well-known trademark, identical or similar products or services or similar, if the use of that trademark is likely to cause confusion with a previously recognized trademark, Either party may also provide for such measures, including in cases where a subsequent trademark is likely to be confusingly similar, in accordance with the internal legislation of each party.

(15) For greater certainty, the Parties recognize that this Article should not be interpreted to affect their rights and obligations under the TRIPS Agreement.

Article 10.15. Procedural Aspects of Examination, Opposition and Cancellation

Each Party shall provide a system for the examination of trademarks, including, inter alia, other applications, to the extent recognized under the legislation of each State:

1. Inform the applicant in writing, which may be by electronic means, of the reasons for any refusal to register a trademark.

2. Provide the applicant with an opportunity to respond to correspondence from the competent authorities, and to appeal and file a judicial challenge to any final refusal to register a trademark.

3. provide an opportunity to oppose the registration of a trademark or request the cancellation of a trademark; (16)

(16) For greater certainty, cancellation for the purposes of this section may be carried out through revocation, invalidation or numbering procedures in accordance with the applicable legislation of bath parties

4. Administrative decisions in opposition and revocation proceedings shall be in writing, which may be provided electronically.

Article 10.16. Electronic Trademark System

Each Party shall provide:

1. An electronic trademark application system.

2. A publicly accessible electronic information system, an online database, for trademark applications, for preliminary admission and registered trademarks.

Article 10.17. Classification of Goods and Services

Each Party shall adopt or maintain a trademark system that conforms to the Nice Agreement International Agreement on Goods and Services for the Registration of Marks, concluded at Nice on June 15, 1957, as revised and amended (Nice Agreement). Each party shall stipulate the following:

1. Registration certificates and declarations of preliminary acceptance of published applications must include the class and purpose for which the trademark is registered in accordance with the sequence defined for the Nice Classification of Goods and Services.

2. The goods or services shall not be deemed to be similar to each other on the basis that they are, in any one or more respects, in the same category of goods or services, To the contrary, each party must provide that the Products or Services may not be considered different from each other on the basis that, in any registration or publication, they are categorized in different NICE categories. If a dispute arises as to the class to which any recording or service belongs, the Board of Directors shall decide the dispute and its decision shall be final.

3. A Party relying on the Nice Translations must follow the updated versions of the Nice Translations to the extent that the official translations have been released and published.

Article 10.18. Duration of Trademark Protection

Each Party shall provide that the initial registration and each renewal of a trademark registration shall be for a period of not less than 10 years.

Article 10.19. License

No party may require the registration of trademark licenses. The owner of the trademark may authorize one or more persons by written contract to use the trademark for any of his goods, and the owner of this mark has the right to continue to use it unless otherwise agreed, and the term of the license to use the trademark may not exceed the period legally prescribed for its protection, and this contract may be deposited with the Registrar.

Article 10.20. Country Names

Each Party shall provide legal means for interested persons to prevent the commercial use of the Party's country name in connection with a particular good in a manner that misleads consumers as to the origin of that good.

Section D. Geographical Indications

Article 10.21. Geographical Indications

The Parties recognize that geographical indications may be protected to the extent recognized under the legislation of each Party.

Section E. Patents and Industrial Designs

Article 10.22. Grace Period

1. Each party shall disregard information contained in a public disclosure of an invention related to a patent application if the public disclosure:

(a) is made by the inventor or applicant or a person who obtained the information from the inventor or applicant within or outside the territory of each party; and

(b) was made within at least 12 months prior to the filing date of the application or the date of claiming priority in accordance with the domestic legislation of each Party.

2. Each Party shall disregard information contained in a public disclosure of any design in connection with an application for registration of an industrial design ifthe public disclosure:

(a) is made by the designer or applicant or a person who obtained the information from the designer or applicant within or outside the territory of each Party; and

(b) was made within at least 12 months prior to the date of filing the application or the date of claiming priority, under the legislation of each Party.

Article 10.23. Procedural Aspects of Examination, Opposition and Invalidation of Certain Registered Patents and Industrial Designs

Each Party shall provide a system for the examination and registration of patents or industrial designs to the extent recognized under its legislation that includes, among other things:

1. Informing the applicant in writing, which may be by electronic means, of the reasons for any refusal to register a patent or industrial design.

2. Giving the applicant an opportunity to respond to correspondence from the competent authority and, to the extent recognized under the legislation of each Party, to appeal and lodge a judicial challenge to any final refusal to register a patent or industrial design.

3. Provide an opportunity for interested parties to seek revocation or invalidation ofa registered patent or industrial design, as well as an opportunity for interested parties to object to the registration ofa patent or industrial design.

4. Decisions in opposition, revocation or invalidation proceedings shall be reasoned and in writing, which may be delivered face-to-face or by electronic means as per the legal requirements of each party.

Article 10.24. Amendments, Corrections and Observations

1. Each Party shall provide an applicant for a patent or industrial design at least one opportunity to make amendments, corrections, or observations with respect to its application, provided that such amendments or corrections do not alter or expand the scope of disclosure of the subject matter of the application for patent protection or industrial design right as a whole.

2. Each party shall give the holder of the right to the patent or industrial model opportunities to make amendments or corrections after registration, provided that the amendments or corrections are based on legal acts such as a change of name, address, transfer of ownership, etc.

Article 10.25. Protection of Industrial Designs, Industrial Decrees and Industrial Modelse

1. The Parties emphasize the provision of adequate and effective protection of industrial designs, industrial drawings and

industrial models in accordance with the legislation of each Party.

2. The period of protection available for registered industrial designs shall be at least fifteen years from the date of filing or the priority date (if any) in accordance with the legislation of each Party.

Article 25.10. Exceptions

A Party may make limited exceptions to the exceptional rights conferred by a patent or industrial design, provided that such exceptions do not unreasonably interfere with the normal exploitation of the patent or industrial design and do not unreasonably prejudice the legitimate interests of the right holder, taking into account the legitimate interests of third parties and are not inconsistent with the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS).

Section F. Copyright and Neighboring Rights

Definitions

For the purposes of Article 26.10 (reproduction right) and 1028 (distribution right), the following definitions apply in relation to performers and producers of sound recordings:

Performance means a performance fixed in a sound recording unless otherwise provided, copyright and neighbouring rights means the term right to license or prohibit exclusive rights.

Broadcast means the wireless transmission for public reception of sounds, images, voices or representations thereof; such transmission by satellite is also a "broadcast"; the transmission of encrypted signals shall be deemed to be a "broadcast" if the means of decryption are made available to the public by or with the consent of the broadcaster.

Transmission of a performance or sound recording to the public means the transmission to the public by any means, other than radio broadcasting, of the sounds of a performance or the voices or representations of voices fixed in a sound recording. Fixation means the embodiment of sounds or representations of sounds by means of which they can be received, reproduced, or transmitted through a device.

Performers means actors, singers, musicians, dancers and other persons who act, sing, recite, orate, play, interpret or perform literary or artistic works or folkloric expressions.

Sound recording means the fixation of performance or other sounds or the representation of sounds, other than in the form of a fixation incorporated in a cinematographic or other audiovisual work.

Producer of a sound recording means the person who takes the initiative and is responsible for the first fixing of the sounds of the performance or other sounds or representation of sounds; and

publishing a performance or sound recording means offering copies of the performance or sound recording to the public with the consent of the right holder, provided that the copies are offered to the public in reasonable quantities.

Article 10.26. Reproduction

Each Party grants authors, performers and producers of sound recordings the exclusive right to authorize or prohibit all copies of their works, performances or sound recordings in any manner or form, including in electronic form.

Article 10.27. Right of Transmission to the Public

Without prejudice to Article 11(1)(2), Article 11bis(1)(i) and (ii), Article 11bis(3), Article 14(1)(2), Article 14(1)(2) and Article 14bis (1) of the Berne Convention, each Party must grant authors the right to restrict or prohibit the transmission of their works to the public, by proprietary or nonproprietary means, including making their works available to the public to the public in such a way as to allow members of the public to access such works from a place and at a time of their individual choice.

Article 10.28. Distribution Rights

Each Party grants authors, performers and producers of sound recordings the exclusive right to authorize or prohibit the making of originals and copies of their works, performances and sound recordings available to the public through sale or transfer of ownership.

Article 10.29. Copyright Neighboring Rights

1. Each Party shall grant the rights provided for in this Chapter with respect to performers and producers of sound recordings: to performers and producers of sound recordings who are nationals of the other Party; and performances of performances or sound recordings published or fixed for the first time in the territory of the other Party. A performance or sound recording shall be deemed to be published for the first time in the territory of a Party if it is published in the territory of that Party within 30 days from the date of its original publication.

2. Each Party grants to Performers the exclusive right to authorize or prohibit:

(a) broadcast and transmit to the public their unproven performances, unless the performance is already a broadcast performance; and

(b) fix their unproven performances.

3.(a) Each Party grants performers and producers of sound recordings the exclusive right to authorize or prohibit the broadcast or other transmission of their performances or sound recordings to the public, by wired or wireless means, and to make such performances or sound recordings available to the public in such a way that members of the public can access them from a place and ata time of their individual choice,

(b) Notwithstanding subparagraph (a) and article 31,10 Limitations and exceptions, the application of the right referred to in subparagraph (a) to analog transmissions and free non-interactive over-the-air broadcasting, and exceptions or limitations to this right for these activities, is a matter of the law of each Party,

Article 10.30. Duration of Copyright and Neighboring Rights Protection

Each Party shall stipulate in cases where the duration of protection of a work, performance or sound recording is calculated:

1. Based on the life of a natural person, the term shall be not less than the duration of the author's life and 50 years after the author's death; and

2. On a basis other than the life of a natural person, the term shall be as follows:

(a) Not less than 50 years from the end of the calendar year of the first authorized publication of the work, performance or sound recording,

(b) Anonymous and borrowed works are protected for 50 years from the beginning of the calendar year following the year in which the work, performance or sound recording was first published, but not less than 50 years from the end of the calendar year in which the work, performance or sound recording was created,

(c) Protection of works of applied arts for 25 years from the date of their actual realization; or

(d) Broadcasting rights are protected for 20 years from the first of the calendar year following the year in which the broadcast was made.

Article 10.32. Limitations and Exceptions

1. With respect to this section, each Party shall limit the restrictions or limitations on rights and exceptions to certain situations that do not interfere with the normal utilization of the work, performance, or performance, nor unreasonably prejudice the legitimate interests of the right holder.

2. This Article shall not reduce or extend the scope of the restrictions and exceptions permitted by the TRIPS Agreement, the Berne Convention, the WIPO Copyright Treaty or the WIPO Performances and Phonograms Treaty.

Article 10.33. Balance In Copyright and Neighboring Rights Regimes

Each Party shall endeavor to achieve a proper balance in the system of copyright and neighboring rights, inter alia through limitations or exceptions that are consistent with Article 32.10 (Restrictions), including those in the digital environment, with due regard to legitimate purposes, including but not limited to criticism, commentary, news reporting, teaching, scholarship, research, and other purposes.

Article 10.34. Contractual Transfers

Each party shall, for copyright and neighboring rights, stipulate that any person who acquires or owns any economic right in a work, performance or sound recording:

1. May freely and separately transfer that right under the contract; and

2. By contract, including labor contracts that are based on the creation of works, performances, or phonograms, must be authorized to exercise this right on behalf of that person and fully enjoy the benefits derived from this right.

Article 10.35. Obligations Relating to the Protection of Technological Measures and Rights Management Information

1. Each Party shall provide adequate legal protection and effective legal means to prevent the circumvention of effective technological measures that used by authors, performers or producers of works in connection with the exercise of their rights as provided for in Article 26,10 (right of reproduction), and Article 27.10 (right of transmission to the public), Article 28,10 (right of distribution) and Article 29,10 (Neighboring rights to copyright) of this Convention, which restricts acts, in connection with their works, performances or recordings, unauthorized by the respective authors, performers or producers of sound recordings or authorized by law.

2. Each party shall provide adequate and effective legal remedies against any person who intentionally, without written authorization, removes or changes any Electronic Rights Management Information and/or distributes or distribute, broadcast or transmit to the public, without authorization, or works or copies of works in which electronic rights management information has been removed or altered without written authorization.

Article 10.36. General Obligation to Perform

Each Party shall ensure that enforcement procedures as set forth in this section are available under its law to allow effective action to be taken against any act of infringement of intellectual property rights that covered by this chapter, including measures to prevent infringement and measures to deter Infringement and measures to deter infringement and measures to deter infringement, These procedures shall be applied in a manner that avoids creating barriers to legitimate trade and provides safeguards against abuse.

Article 10.37. Border Procedures

1. Each Party shall implement border measures to protect intellectual property rights subject to protection under applicable legislation in accordance with its domestic laws and regulations and in accordance with the provisions of the TRIPS Agreement, allowing any Party to apply to stop the release of goods by customs authorities.

2. A party may make such a request with respect to any such request that involves other infringements of intellectual property rights other intellectual property rights, provided that the requirements of Part Ill, Section 4 of the TRIPS Agreement are met, A Party may also provide countermeasures for the suspension of customs duties and the release of an infringement directed To be managed from its territory in accordance with its local laws and regulations, without prejudice to the obligations of the other party to apply the measures to goods entering its territory.

Chapter 11. Investment

Article 11.1. Agreement for the Encouragement and Mutual Protection of Investments between the Hashemite Kingdom of Jordan and the United Arab Emirates

The Parties are bound by the Agreement between the Government of the Hashemite Kingdom of Jordan and the United Arab Emirates, signed in Amman on April 15, 2009 ("Agreement for the Encouragement and Mutual Protection of Investments between the Hashemite Kingdom of Jordan and the United Arab Emirates") and reaffirm it and any other amendments that may arise thereto.

Article 11.2. Investment Promotion

The Parties affirm their desire to promote an attractive investment climate and expand trade in goods and services, in line with the Agreement for the Reciprocal Promotion and Protection of Investments between the Hashemite Kingdom of Jordan and the United Arab Emirates, and shall take appropriate measures to encourage and facilitate the exchange of goods and services and provide favorable conditions for long-term economic development and diversification of trade between the

two countries.

Article 11.3. Technical Council

The Parties shall establish the Jordan-UAE Investment Council (the "Council"), in accordance with the requirements of Chapter XV of this Agreement, which consists of representatives from both parties, The Jordanian side is represented by the Ministry of Investment and the UAE side by the Ministry of Finance, form working groups as deemed necessary by both parties.

Article 11.4. Objectives of the Council

The objectives of the Council are as follows:

1. Promote and strengthen economic cooperation between the two parties;

2. Monitor trade and investment relations, identify opportunities to expand investment, and identify investment-related matters that may be suitable for negotiation in an appropriate forum;

3. Hold consultations on specific investment issues of mutual interest;

4. Work to promote investment flows;

5. Identify barriers to investment flows and work to remove them; and

6. Seek the views of the private sector, where appropriate, on matters related to the work of the Council.

Article 11.5. Functions of the Council

The Council shall meet at such times and places as the Parties agree, but the Parties shall endeavor to meet at least once a year. A Party may refer a particular trade or investment matter to the Council by submitting a written request to the other Party that includes a description of the matter in question. The Council shall consider the matter immediately after receipt of the request unless the requesting party agrees to postpone discussion of the matter. Each Party shall endeavor to provide an opportunity for the Council to discuss matters before taking actions that could adversely affect the commercial or investment interests of the other Party.

Article 11.6. Dispute Resolution

The Parties agree that any dispute arising from the application or interpretation of this Chapter shall not be subject to any dispute resolution mechanism.

Chapter 12. Dispute Resolution

Article 12.1. Objective

The objective of this Chapter is to establish an effective mechanism to avoid and settle disputes between the Parties whenever they relate to the interpretation and application of this Agreement in order to reach, wherever possible, a mutually agreed solution.

Article 12.2. Cooperation

The Parties shall endeavor to agree on the interpretation and application of this Agreement, and shall use their best efforts through cooperation to reach a mutually satisfactory solution to any matter that may affect its operation.

Article 12.3. Scope of Application

1. Unless otherwise provided in this Agreement, this chapter shall apply with respect to the resolution of any dispute between the Parties concerning the interpretation, implementation or application of this Agreement (hereinafter referred to as "Covered Provisions"), whenever a Party:

(a) that any action taken by the other party is inconsistent with its obligations under this Agreement; or

(b) that the other party has failed to perform its obligations under this Agreement.

2. Non-infringement complaints and other status complaints are not covered by this chapter.

Article 12.4. Points of Contact

1. Each Party shall designate a point of contact to facilitate communications between the Parties with respect to any dispute initiated under this Chapter.

2. Any request, notification, written document or other document issued pursuant to this Chapter shall be delivered to the other party through its designated point of contact.

Article 12.5. Request for Information

Before requesting consultations, good offices, conciliation or mediation in accordance with Article 6 or 7 respectively, either Party may request by written request any relevant information with respect to the procedure in question. The Party to which such a request is made shall use its best endeavors to provide the requested information in the form of a written response to be submitted no later than 20 days from the date of receipt of the request.

Article 12.6. Consultations

1. The Parties shall endeavor to settle any dispute referred to in Article 3 by engaging in consultations in good faith with a view to reaching a mutually agreeable solution.

2. Each Party shall seek consultations by submitting a written request delivered to the other Party specifying the reasons for the request, including the action in question, a description of its factual basis, and the legal basis that identifies the covered provisions of the Convention it considers applicable to the dispute.

3. The Party to which the request for consultations is submitted shall respond immediately to the request and no later than 10 days from the date of receipt of the request.

4. Consultations must be held within 30 days of receipt of the request, unless otherwise agreed by the parties.

5. If the party to whom the request for consultations is made does not respond to the request within 10 days from the date of receipt of the request or the consultations are not held within 30 days from the date of receipt of the request, Consultations shall be deemed terminated after 30 days from the date of receipt of the request.

6. Consultations on urgent matters, including those relating to perishable goods, shall be held within 15 days from the date of receipt of the request. Consultations shall be deemed concluded within those 15 days unless otherwise agreed by the Parties.

7. During the consultations, each Party undertakes to provide sufficient information to allow for a full examination of the measure in question, including how the measure may affect the implementation and application of this Agreement.

8. The consultations, including all information disclosed and positions taken by the parties during the consultations, shall be confidential and without prejudice to the rights of either party in any further proceedings.

9. Consultations may be conducted in person or by any other means of communication agreed to by the Parties. Unless otherwise agreed by the Parties, consultations, if conducted in person, shall take place in the territory of the Party to which the request is made.

10. If the party to whom the request for consultations was made does not respond to the request for consultations within 10 days of receipt, or ifthe consultations are not held within the time frames set forth in paragraph 3 or paragraph 4, respectively, or if the parties agree not to hold any such consultations, or if the consultations are completed and no mutually agreed upon solution is reached, the party that sought the consultations may invoke Article 8.

Article 12.7. Good Offices, Conciliation or Mediation

1. The Parties may at any time agree to enter into good offices procedures for conciliation or mediation. Such proceedings may commence at any time and may 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 such

proceedings shall be confidential and without prejudice to the rights of either party to any other proceedings under this chapter or any other proceedings before any entity chosen by the parties.

3. If the parties agree, the good offices, conciliation, or mediation proceedings may continue while the Dispute Resolution Committee proceedings provided for in Article 8 of this Chapter are being pursued,

Article 12.8. Establishment of the Dispute Resolution Committee

1. The complaining party may request the establishment of a Dispute Settlement Panel (the "Panel") in the following cases:

(a) if the complaining Party does not respond to the request for consultations in accordance with the time frames referred to in Article 6,12 (Consultations) of this Agreement,

(b) If the consultations referred to in Article 6.12 (Consultations) of this Agreement have not been held or have not led to the settlement of the dispute within 30 days or, for urgent matters including those involving perishable goods, 15 days after the date of receipt of the request for consultations by the respondent.

2. A request for the establishment of the Committee shall be made by a written request delivered to the other Party, which shall specify the procedure in question and identify the factual basis of the complaint and the legal basis that adequately defines the provisions covered by this Agreement.

3. Upon submission of a request by the complaining Party in accordance with paragraph 4, the Committee shall be established,

Article 12.9. Composition of the Dispute Resolution Committee

1. Unless otherwise agreed by the Parties, the Committee shall consist of three members.

2. Each Party shall, within 20 days of the date of establishment of the Committee, appoint a member of the Committee. The parties shall, by mutual agreement, appoint the third committee member, who shall serve as the chairperson of the committee, within 40 days from the date of establishment of the committee.

3. If either party fails to appoint its committee member within the time period specified in paragraph (2) of this Article, the other party may request the Secretary-General of the PCA to appoint the unappointed committee member within 20 days from the date of such request.

4. If the Parties do not agree on the Chairperson of the Committee within the time period specified in paragraph 2, they shall, within the following 10 days, exchange their respective lists of three candidates, none of whom shall be nationals of either Party. The Chairperson of the Commission shall then be appointed by drawing lots from the lists within 10 days after the end of the time period during which the parties exchange their respective lists of candidates. The chairperson is selected by lot by the members of the commission in the presence of representatives of each party.

5. If a party fails to submit its list of three candidates within the time period specified in paragraph (4} of this Article, the Chairperson of the Commission shall be appointed by drawing lots from the list submitted by the other party.

6. The date of formation of the Committee shall be the date on which the last of the three selected members of the Committee notifies the Parties of the acceptance of hisappointment,

Article 12.10. Decisions on Urgent Matters

The Commission shall determine, at the request of either party, within 15 days from the date of its formation, whether or not the dispute concems an urgent matter.

Article 12.11. Conditions to Be Met by Committee Members

1. Each member of the Commission:

(a) must have proven expertise in law, international trade, and other matters covered by this Agreement,

(b) must be independent of, not affiliated with, and not receive instructions from either Party,

(c) must act in his or her individual capacity and not receive any instructions from any organization or government with respect to matters related to the dispute,

(d) Must comply with the Code of Conduct for Committee Members contained in Annex 2, and

(e) must be selected on the basis of objectivity, reliability and sound judgment.

2. The Chair of the Committee must have experience in dispute resolution procedures; and

3. Shall not be a person who has provided good offices, settlement or mediation to the parties pursuant to Article 7 of this Chapter with respect to the same or substantially similar matter.

Article 12.12. Replacement of Committee Members

If any of the original Committee members becomes unable to act, withdraws, or needs to be replaced because that member has not complied with the requirements of the Code of Conduct, a replacement member shall be appointed in the same manner as the original Committee member and shall have the same powers and duties as the original Committee member. The work of the Committee shall be suspended during the process of appointing a replacement Committee member.

Article 12.13. Committee Functions

Unless otherwise agreed by the Parties, the Committee:

1. Conducts an objective assessment of the matter before it, including an objective assessment of the facts of the case and the applicability of the measure in question and its compatibility with the provisions covered.

2. Set out, in its decisions and reports, its findings of fact and law and the rationale behind any findings and conclusions it reaches: and

3. Should consult regularly with the Parties and provide adequate opportunities to reach a mutually agreeable solution.

Article 12.14. Terms of Reference

1. Unless otherwise agreed by the Parties within 15 days of the establishment of the Committee, the terms of reference of the Committee shall be as follows:

"To examine the matter referred to in the request for the establishment of the Committee, in the light of the covered provisions of this Agreement cited by the Parties, to make findings on the compatibility of the measure in question with the covered provisions of this Agreement as well as recommendations, if any, on means of dispute resolution and to report in accordance with Articles 18 and 19".

2. lf the Parties agree on terms of reference other than those referred to in paragraph 1, they shall notify the Commission of the agreed terms of reference no later than 5 days after their agreement.

Article 12.15. Rules of Interpretation

1. The Commission shall interpret the provisions in question in accordance with customary public international law rules of interpretation.

2. The Committee may, where appropriate, take into account relevant interpretations contained in the reports of previous Committees established under this Agreement and reports of Committees and the Appellate Body adopted by the Dispute Settlement Body of the World Trade Organization,

Article 12.16. Committee Procedures

1. Unless otherwise agreed by the Parties, the Committee shall adhere to the Model Rules of Procedure set forth in Annex 1.

2. The Committee may, after consultation with the Parties, adopt additional rules of procedure not inconsistent with the Model Rules of Procedure.

3. There will be no ex parte communications with the Committee regarding matters under consideration.

4. The deliberations of the Committee and the documents submitted to itshall remain confidential.

5. The Party asserting that a measure taken by the other Party is inconsistent with the provisions of this Agreement shall bear the burden of proving such inconsistency, The Party asserting that a measure is subject to an exception under this

Convention shall bear the burden of proving that the exception applies.

6. The Commission should consult with the parties as appropriate and provide sufficient opportunities to reach a mutually agreed solution.

7. The Committee shall make its decisions, including its reports, by consensus, but if consensus is not possible, by a majority of its members. Any member may submit separate opinions on matters that are not unanimously agreed Upon, but dissenting opinions of members will not be disclosed in any case.

Article 12.17. Receipt of Information

1. The Commission may, at the request of a Party, or on its own initiative, request from the Parties relevant information deemed necessary and appropriate. The Parties undertake to respond promptly and fully to any request for information made by the Commission.

2. The Commission may, at the request of a Party or on its own initiative, request from any source any information it deems appropriate. The Commission may also seek expert opinion, as it deems appropriate, subject to any terms and conditions agreed to by the Parties, where applicable.

3. The Commission may, at the request of a Party, or on its own initiative, request information and technical advice from any individual or organization it deems appropriate, provided that the Parties agree and are subject to such terms and conditions as the Parties may agree, The Commission shall provide the Parties with any information obtained for comment.

4. Any information obtained by the Commission under this Article shall be made available to the Parties, and the Parties may submit comments on that information.

Article 12.18. Progress Report

1. The Commission shall submit a progress report to the Parties within 90 days from the date of its formation. Where the Commission considers that this deadline cannot be met, the Chairperson of the Commission shall notify the Parties in writing, stating the reasons for the delay and the date by which the Commission intends to submit its progress report. In no case may the delay exceed 30 days after the deadline, and this report shall be considered confidential and may not be published or circulated.

2. The progress report shall set out a descriptive section and the Commission's findings and conclusions.

3. Each party may submit written comments to the Commission and make a written request for a review of the finer points of the progress report within 15 days of the date ofissuance of the progress report, Either party may comment on the other party's request within 6 days of receipt of the request.

4. After considering any written comments and requests submitted by each Party on the progress report, the Committee may amend the progress report and conduct any additional examination it deems appropriate.

Article 12.19. Final Report

1. The Commission shall submit a final report to the Parties within 120 days from the date of the formation of the Commission. Where the Commission considers that this deadline cannot be met, the Chairperson of the Commission shall notify the Parties in writing, stating the reasons for the delay and the date by which the Commission intends to submit its final report. In no case may the delay exceed 30 days after the deadline.

2. The final report includes a discussion of any written comments and requests submitted by the parties on the progress report. In its final report, the Commission may propose ways in which the final report may be implemented.

3. The final report shall be published within 15 days of its delivery to the Parties unless the Parties otherwise agree to publish the final report in parts only or not at all.

Article 12.20. Implementation of the Final Report

1. If the Committee determines that the Respondent has acted inconsistently with a Covered Provision, the Respondent shall take any action necessary to comply promptly and in good faith with the findings and conclusions contained in the Final Report.

2. The complaining party shall promptly comply with the Commission's final report. If tis not practicable to comply promptly with that report, the compkining Party shall, no later than 30 days after delivery of the final report, notify the complaining Party af the reasonable period of time necessary to comply with the final repartand the Parties shall endeavor to agree on the reasonable period of time necessary to comply with the final report.

Article 12.21. Reasonable Time Period for Compliance

1. If the parties do not agree on a reasonable time period, the complaining party may, no later than 20 days from the date of receipt of the notification submitted by the respondent party in accordance with Article 20.12, paragraph 2 (Implementation of the final report), submit a written request to the original panel to determine the reasonable time period. This request shall be simultaneously notified to the complainant 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 date of receipt of the request referred to in paragraph (1) of this Article.

3. The reasonable time period for compliance with the final report may be extended by mutual agreement between the Parties.

Article 12.22. Compliance Monitoring

1. Unless otherwise agreed by the Parties, the complaining Party shall provide written notification of its progress in complying with the Final Report to the complaining Party at least one month prior to the expiration of the reasonable time period for compliance with the Final Report.

2. No later than the expiration of the reasonable time period, the complaining Party shall provide notification to the complaining Party of any measure it has taken to comply with the final report along with a description of how that measure ensures compliance sufficient to allow the complaining Party to assess the measure before the expiration of the reasonable time period.

3. If, within 15 days from the date of the notification referred to above in paragraph (1) of this Article, the parties do not agree on the existence of measures to comply with the final report or their conformity with the covered provisions, the complaining party may request in writing the original committee to take a decision on the matter before submitting the request for compensation or the request to apply the suspension of concessions in accordance with Article 1/23,12(c) of this Chapter, This request must be notified at the same time to the complained party.

4. The request referred to in paragraph (3) of this Article must set forth the factual and legal basis for the complaint, including identifying the specific measures at issue and explaining why any measures taken by the respondent are inconsistent with the final report or inconsistent with the covered provisions.

5. The Committee shall deliver its decision to the Parties within 60 days from the date of receipt of the request.

Article 12.23. Provisional Remedies for Non-Compliance

1. If the complaining party does any of the following:

(a) failure to notify of any measures taken to comply with the final report within the specified time period,

(b) notify the complaining party in writing that it is not possible to comply with the final report within a reasonable period of time; or

(c) If the original panel determines that no measure has been taken or that the measure taken to comply with the final report, as notified to the respondent, does not comply with the Covered Provisions,

(d) The Respondent shall, at the request of the Complaining Party, enter into consultations with a view to reaching a mutually satisfactory agreement or any necessary compensation.

2. If the parties fail to reach a mutually satisfactory agreement or agree on compensation within 20 days after the date of receipt of the request made in accordance with paragraph (1) of this Article, the complaining party may send a written notice to the that it intends to suspend the application of the concessions or other obligations towards it contained in this Agreement. The notification shall specify the level of the intended suspension of the concessions or other obligations.

3. The complaining party may begin suspending the concessions or other obligations referred to in paragraph (2} of this

Article 20 days after the date on which notice is sent to the complaining party, unless the complaining party makes a request under paragraph (7) of this Article,

4. The suspension of concessions or other obligations:

(a) must be at a level equivalent to the revocation or prejudice caused by the Respondent Party's failure to comply with the Final Report; and

(b) shall be limited to the privileges accruing to the complaining Party under this Agreement.

5. In determining which concessions to suspend in accordance with paragraph (2) of this Article, the complaining Party shall apply the following principles:

(a) the complaining Party shall first seek to suspend concessions in the same sector or sectors affected by the action found by the Panel to be inconsistent with this Agreement or to have caused the revocation or injury,

(b) the complaining Party may suspend concessions in other sectors, if it considers it impractical or ineffective to suspend other concessions or obligations in the same sector,

(c) in selecting the concessions to be suspended, the complaining Party shall take care to consider concessions that, at a minimum, do not impede the implementation of this Agreement.

6. The suspension of privileges or other obligations shall be temporary and until the action no longer conforms to the relevant covered provisions identified in the final report, or until the parties reach a satisfactory agreement or any necessary remedy.

7. If the complaining Party considers that the suspension of concessions is inconsistent with paragraphs (4) and (5) of this Article, that Party may request in writing that the original Committee investigate the matter no later than 15 days from the date of receipt of the notification referred to in paragraph (2} of this Article, Such request shall be simultaneously notified to the complaining Party, The Original Committee shall notify the Parties of its decision on the matter no later than 30 days from the date of receipt of the request from the complaining Party. Privileges or other obligations may not be suspended until the original panel has issued its decision. The suspension of privileges or other obligations shall be consistent with this decision.

Article 12.24. Review of Any Action Taken to Comply after the Adoption of Interim Remedies

1. Upon notification by the responding Party to the complaining Party of the action taken to comply with the final report:

(a) where the complaining Party exercises the right to suspend concessions or other obligations in accordance with Article 23 of this Chapter, the complaining Party shall terminate the suspension of concessions or other obligations no later than 30 days from the date of receipt of the notification, except in the cases referred to in paragraph (2) of this Article; or

(b) In a case where the necessary compensation has been agreed upon, the camplaining party may terminate the application of such compensation not later than 30 days from the date of receipt of the notification, except in the cases referred to in paragraph (2) of this Article.

2. If the parties do not reach agreement on whether the action reported in accordance with paragraph 1 of this Article complies with the Covered Provisions within 30 days from the date of receipt of the notification, the complaining party shall request in writing that the original panel investigate the matter, The complaining party shall be notified of this request at the same time, The Committee's decision must be communicated to both parties no later than 30 days from the date of the request, If the Committee determines that the action notified in accordance with paragraph (1) of this Article complies with the covered provisions, the suspension of concessions or other obligations, or the application of compensation, shall be terminated no later than 15 days after the date of the decision. If the Committee determines that the notified action achieves only partial compliance with the Covered Provisions, the level of suspension of concessions or other obligations, or compensation, shall be adjusted in light of the Committee's decision.

Article 12.25. Suspension and Termination of Proceedings

If the Parties so request, the Commission shall suspend its work for a period to be agreed upon by the Parties not exceeding 12 consecutive months. In the event of a suspension, the relevant time periods under this Chapter shall be extended for the same period of time as the suspension. The Committee shall resume its work before the end of the suspension period at the written request of both parties. If the Committee is suspended for more than 12 consecutive months, the authority of the

Committee shall be revoked and the dispute resolution procedure shall be terminated.

Article 12.26. Choice of Forum

1. Except as otherwise provided in this Article, this Chapter is without prejudice to the rights of the Parties to resort to dispute settlement procedures available under other international trade agreements to which they are both Parties.

2. When a dispute arises with respect to the alleged inconsistency of a particular measure with an obligation under this Agreement and a substantially equivalent obligation under another international trade agreement to which both parties are party, including World Trade Organization agreements, the complaining party may choose the forum in which the dispute will be settled.

3. Once a Party has selected a 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) of this Article, that Party may not initiate dispute settlement proceedings in another forum with respect to that particular measure unless the first-selected forum fails to adjudicate the substance of the dispute for judicial or procedural reasons.

4. For the purposes of paragraph (3) of this Article:

(a) dispute settlement proceedings under this Chapter shall be deemed to have commenced when a Party requests the establishment ofa panel in accordance with Article 8 of this Chapter.

(b) dispute settlement proceedings under the WTO Agreement shall be deemed to have commenced when a Party requests the establishment ofa panel in accordance with Article 6 of the WIC Dispute Settlement Memorandum of Understanding; and

(c) dispute settlement proceedings under any other agreement shall be deemed to have commenced when a Party requests the establishment ofa dispute settlement panel in accordance with the relevant provisions.

Article 12.27. Costs

1. Unless otherwise agreed by the Parties, the costs of the Panel and other expenses associated with the conduct of its proceedings shall be borne equally by the Parties.

2. Each Party shall bear its own expenses and legal costs in the Commission proceedings.

Article 12.28. Mutually Agreed Resolution

1. The Parties may reach a mutually agreed resolution at any time with respect to any dispute referred to in Article 3 of this Chapter.

2. If a mutually agreed resolution js reached during Committee proceedings, the Parties shall jointly notify such resolution to the Chairperson of the Committee, Upon such notification, the work of the Committee shall be terminated.

3. Each Party shall take the necessary measures to implement the mutually agreed solution within the agreed time period.

4. No later than the end of the agreed time period, the implementing party shall inform the other party, in writing, of any measure it has taken to implement the mutually agreed solution,

Article 12.29. Time Periods

1. All time periods provided for in this Chapter shall be calculated in calendar days from the day following the action to which they refer.

2. Any time period referred to in this chapter may be modified by mutual agreement of the parties.

Article 12.30. Annexes

The Joint Committee may amend Annex A (Rules of Procedure) and Annex B (Code of Conduct for Committee Members).

Annexes

Annex 1 Rules of Procedure

Annex 1. Rules of Procedure

Committee Timetable

1. After consultation with the parties, the panel shall, whenever possible within 7 days of the appointment of the final panelist, establish a timeline for the panel proceedings. The indicative timetable attached to the chapter should be used as a guide.

2. Committee proceedings shall, as a general rule, not exceed 120 days from the date of establishment of the committee until the date of the final report, unless otherwise agreed by the parties.

3 If the Commission considers that there is a need to modify the timetable, it shall inform the parties in writing of the proposed modification and the reason for it.

Written and other documents

Unless otherwise determined by the Committee, the complaining party shall deliver its first written submission to the Committee no later than 20 days from the date of the appointment of the final Committee member. The complaining party shall deliver its first written submission to the Committee no later than 20 days after the date of delivery of the complaining party's first written submission. Copies shall be provided to each member of the Committee.

4. Each party shall also provide a copy of its first written submission to the other party at the same time as it is delivered to the Commission.

5. Within 10 days of the conclusion of the hearing, each party may submit to the Commission and the other party a supplemental written submission to respond to any issue that arose during the hearing.

6. All written information or documents, written copies of oral submissions and responses to questions posed by the Commission to the other party to the dispute shall be sent by the parties at the same time as they are submitted to the Commission.

7. All written documents submitted to the Commission or by one party to the other must also be submitted in electronic form.

8. Minor errors of a clerical nature in any application, notice, written document, or any other document relating to the proceedings of the Committee may be corrected by the delivery of a new document clearly indicating the changes.

Work of the Committee

9. The Chairman of the Committee shall preside at all meetings of the Committee. The Committee may delegate to the Committee Chair the authority to make administrative and procedural decisions.

10. The deliberations of the Committee shall be confidential. Only committee members may participate in the committee's deliberations. Committee reports shall be drafted without the presence of the parties in the light of the information provided and statements made.

11. Opinions expressed in the committee report by individual committee members shall be anonymous,

Hearings

12. The parties shall be given the opportunity to attend hearings and committee meetings.

13. The schedule developed in accordance with Rule 1 shall include at least one hearing for the Parties to present their issues to the Commission.

13. The committee may hold additional hearings if the parties agree.

14. All committee members must be present at the hearings.

15. Committee hearings shall be held in closed session with only committee members and the parties present. However, in consultation with the parties, designated assistants, translators, or note takers may also be present at the hearings in order to assist the panel in its work. Any such arrangements made by the Commission may be modified with the consent of the Parties.

16. The hearing shall be conducted by the Committee in a manner that ensures that the complaining party and the aggrieved party are given equal time to present their position, The Commission shall conduct the hearing in the following manner: Submissions by the complaining party. Submissions by the complainant; Response by the complaining party; Counter-response by the complainant; Closing Brief of the complaining party; and Closing Brief of the complainant. The Chair of the Committee may set time limits for oral arguments to ensure that each party is given equal time.

Questions

17. The Commission may ask questions of either party at any time during the proceedings. The parties must respond promptly and fully to any request by the Commission for information that the Commission deems necessary and appropriate.

18. Where the question is in writing, each party shall also provide a copy of its response to such questions to the other party at the same time as it is delivered to the Commission. Each party shall be given the opportunity to provide written comments on the other party's response.

Confidentiality

19. The Commission's hearings and documents submitted to the Commission shall be confidential. Each Party shall treat confidential information provided to the Commission by the other Party designated by that Party as confidential.

20. Where a party identifies its written submissions to the Commission as confidential, itshall, at the request of the other party, provide the Commission and the other party with a non-confidential summary of the information contained in its written submissions that may be 20, disclosed to the public no later than 10 days after the date of the request, Nothing in these Rules shall prevent a party from disclosing its positions to the public.

Working language

21. The working language of the Commission's sessions, including written documents, oral arguments or presentations, the Commission's report, and all written and oral communications between the parties and with the Commission, shall be Arabic, or by decision of the Committee.

Place

22. The venue of the hearings shall be determined by agreement between the parties. If there is no agreement between the parties, the first hearing shall be held in the territory of the party against whom the complaint is made, and any additional hearings shall alternate between the territories of the parties.

Expenses

23. The Commission shall keep a record and provide a final account of all overheads incurred in connection with the proceedings, including those paid to its assistants, designated note takers, or other individuals retained by it.

Indicative timeline of the Committee

The Committee was established on xx/xx/xxxx.

1. Receipt of first written submissions from the Parties:

2. (i) Complaining Party: 20 days after the date of appointment of the final committee member;

(ii) Respondent party: 20 days after.

3. Date of the first hearing with the parties: 20 days after receipt of the first document submitted by the complaining party; receipt of the parties' written supplemental submissions: 10 days after the date of the first hearing.

4. Issuance of the parties' preliminary report: 90 days from the date of formation of the panel.

5. Deadline for the parties to submit written comments on the preliminary report: 15 days after issuance of the preliminary report; and

6. Issuance of the parties' final report: Within 120 days of the formation of the Committee.

Annex 2. Code of Conduct for Committee Members

Definitions

1. For the purposes of this Annex:

(a) Assistant means a person who, under the terms of appointment of a Committee member, conducts research or provides support to the Committee member.

(b) Committee member means a member of the Committee established under Article 8,

(c) Unless otherwise provided, proceedings means proceedings of the Commission taken under this Chapter; and

(d) Staff, in relation to a Committee member, means persons under the direction and control of the Committee member, other than assistants.

2. Responsibilities to the process

3. Each member of the Committee shall avoid tactlessness and inappropriate appearance, shall be independent and impartial, avoid direct and indirect conflicts of interest, and adhere to high standards of conduct to maintain the integrity and impartiality of the dispute resolution process. Former Committee members are bound by the obligations set out in paragraphs 17 through 20.

Disclosure obligations

4. Prior to confirming his or her selection as a member of the Committee under this Agreement, the Nominee shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or may reasonably give rise to an appearance of impropriety or bias in the proceedings, To this end, the candidate shall make all reasonable efforts to be aware of ary such interest, relationship or matter.

5. Once selected, the Committee Member must continue to make all reasonable efforts to be aware of any interests, relationships, and matters referred to in paragraph 3, and must disclose them by reporting them in writing to the Joint Committee for consideration by the Parties. The obligation to disclose is an ongoing duty, requiring a Committee member to disclose any interests, relationships, and matters that may arise during any stage of the proceedings.

6. Performing the duties of committee members. A committee member must comply with the provisions of this chapter and the applicable bylaws.

7. A committee member, once selected for the position, must perform his or her duties accurately and expeditiously throughout the proceedings with fairness and diligence.

8. A panel member may not deprive other panel members of the opportunity to participate in all aspects of the proceedings.

9. A panel member must consider only those matters raised in the proceedings that are necessary to make a decision and may not delegate the duty to make a decision to any other person.

10. The Committee Member must take all appropriate steps to ensure that the Committee Member's assistant and staff comply with paragraphs 2, 3, 4, 19, 20 and 21 of this Annex.

11. A Committee member must not engage in ex parte communications in relation to the proceedings.

12. A Committee member may not communicate matters relating to actual or potential violations of this Annex by another Committee member unless the communication is mutually beneficial or necessary to ascertain whether that member has violated or may violate this Annex.

Independence and Impartiality of Committee Members

13. A committee member must be independent and impartial. A committee member must act in a fair manner and avoid creating an improper or biased appearance.

14. A committee member may not be influenced by personal interest, outside pressure, political considerations, public clamor, party, loyalty, or fear of criticism.

15. A Committee member shall not, directly or indirectly, assume any obligation or accept any advantage that would in any way interfere, or appear to interfere, with the proper performance of the duties of Committee members.

16. A panel member may not use his or her position on the panel to promote any personal or private interests. A Panel Member shall avoid actions that may create the impression that others are in a special position to influence the Panel Member. The Panel Member shall make every effort to prevent others from presenting themselves as being in a similar position.

17. A committee member should not allow past or present financial, business, professional, family, or social relationships or responsibilities to influence the behavior or judgment of committee members.

18. A Committee member must avoid entering into any relationship, or acquiring any financial interest that is likely to affect the Committee member's impartiality or that may reasonably create an appearance of impropriety or bias.

Duties in certain situations

19. A committee member or former committee member must avoid actions that may create the appearance that the committee member was biased in carrying out his or her duties or may benefit from a decision or report of the committee.

Maintaining confidentiality

20. A Committee member or former Committee member shall not at any time disclose or use any non-public information relating to the proceedings or obtained during the proceedings except for the purposes of the proceedings and in no case shall any such information be disclosed or used to obtain a personal advantage, benefit others, or to adversely affect the interest of others.

21. A committee member may not disclose the committee's report, or parts thereof, prior to its publication.

22. No member of the Committee or former member of the Committee may disclose at any time any of the Committee's deliberations, or the opinion of any member of the Committee, except as required to implement the legal and constitutional provisions.

Chapter 13. Small and Medium Enterprises

Article 13.1. General Principles

1. The Parties recognize the essential role played by SMEs in maintaining the dynamism and enhancing the competitiveness of their respective economies, and encourage close cooperation between SMEs and cooperation to promote employment and growth.

2. The Parties recognize the complementary role of the private sector in the SME cooperation to be implemented under this Chapter.

Article 13.2. Cooperation to Increase Trade and Investment Opportunities for SMEs

With a view to enhancing cooperation between the Parties to maximize trade and investment opportunities, each Party shall, in particular:

1. Strengthen cooperation to support the SME infrastructure of the Parties, including SME support institutions, incubators, accelerators, and other institutions as appropriate, to create an international network to share best practices, exchange market research, and promote the participation of SMEs in international trade and the growth of their businesses in domestic markets.

2. Strengthen cooperation with relevant parties in the implementation of activities aimed at promoting SMEs owned by women and youth, as well as start-ups, and enhancing the cooperation and interdependence of SMEs and their participation in international trade.

3. Strengthen cooperation with other Parties in the areas of exchange of information and best practices, including improving SMEs' access to capital and credit, promoting SME participation and helping them adapt to changing market conditions.

4. Encourage participation in purpose-built online platforms for business owners and consultants to exchange information and best practices to connect SMEs with international suppliers, buyers and other potential business partners.

Article 13.3. Exchange of Information

1. Each Party shall, to the extent available, create or maintain a free website containing information relating to this Agreement, including:

(a) the text of this Agreement;

(b) summary of this Agreement;

(c) SME-specific information containing:

(i) a description of the provisions in this Agreement that the Party considers relevant to SMEs, and

(ii) any additional information that may be useful to SMEs interested in taking advantage of the opportunities provided by this agreement.

2. Each party includes on its website links or information through automated electronic transfer to:

(a) similar websites of other parties,

(b) the websites of its own government agencies and other appropriate entities that provide information that the Party considers useful to any person interested in trading, investing or doing business in the territory of that Party.

3. Subject to the laws and regulations of each Party, the information described in paragraph 2(b) may include

(a) customs regulations, procedures or information points,

(b) regulations or procedures relating to intellectual property, trade secrets and patent protection rights,

(c) technical regulations, standards, quality or conformity assessment procedures,

(d) sanitary or phytosanitary measures related to import or export,

(e) foreign investment regulations,

(f) business or enterprise registration,

(g) a trade promotion programs,

(h) competitiveness programs,

(i) investment and financing programs for small and medium-sized enterprises,

(j) taxation and accounting,

(k) other information that the Party considers useful for SMEs.

4. Each Party shall regularly review the information and links on the website referred to in paragraphs 1 and 2 to ensure that the information and links are up to date and accurate.

5. To the extent possible, each Party shall make the information contained in this Article available in Arabic.

Article 13.4. Sub-Committee on SME Issues

1. The Joint Committee shall establish, in accordance with the requirements of Chapter XV (Administration of the Agreement), a Sub-Committee on Small and Medium Enterprises Issues (SME Sub-Committee), which shall include representatives of the relevant institutions of each Party.

2. The SME Sub-Committee shall:

(a) identify ways to assist SMEs in the territories of the Parties to take advantage of the business opportunities resulting from this Agreement and to enhance their competitiveness,

(b) identify and recommend ways to enhance cooperation between the Parties to develop partnerships between the Parties' SMEs,

(c) exchange and discuss each party's experiences and best practices in supporting and assisting SME exporters with respect to training and education programs, trade financing programs, trade missions, trade facilitation, digital and e-commerce, and identification of trading partners in the territories of the two parties,

(d) promote seminars, workshops, webinars, orientation sessions or other activities to inform SMEs of the benefits available to them under this Agreement,

(e) explore capacity-building opportunities to facilitate each Party's work in developing and promoting export advice, assistance and training programs for SMEs,

(f) recommending the inclusion of additional information that each Party may publish on the website referred to in Article 3,13 (Exchange of (e) information),

(g) review and coordinate the work program of this Sub-Committee with the work of other subcommittees, working groups and other boards established under this Agreement, as well as other relevant international bodies, in order 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 arising from this Agreement,

(h) cooperate with and encourage sub-committees, working groups and other boards established under this Agreement to consider commitments and activities related to the work of SMEs,

(i) monitor the implementation of this chapter and the SME-related provisions of this Agreement and report findings and recommendations to the Joint Committee so that they can be incorporated into future work plans and SME assistance programs as needed,

(j) facilitate the development of specialized programmes to assist SMEs to participate and integrate effectively into each other's regional and global supply chains,

(k) promote the participation of SMEs in digital and e-commerce in order to take advantage of the opportunities resulting from this agreement {k) and quickly access new markets,

(l) facilitate the exchange of information on entrepreneurship education and outreach programs for youth and the women's sector to enhance the entrepreneurial environment in the territories of the Parties,

(m) consider any other matter relating to SMEs as may be decided by the SME Sub-Committee, including issues raised by SMEs regarding their ability to benefit from this Agreement.

3. The SME Sub-Committee shall meet within one year after the effective date of this Agreement and thereafter shall meet annually, unless otherwise decided by the Parties.

Article 13.5. Non-application of Dispute Settlement

Neither Party may resort to dispute settlement under Chapter XII (Dispute Settlement) to settle any matter arising under this Chapter.

Chapter 14. Economic Cooperation

Article 14.1. Objectives

1. The Parties shall promote cooperation under this Agreement for their mutual benefit to liberalize and facilitate trade and investment between the Parties and promote economic growth.

2. Economic cooperation under this Chapter shall be based on the mutual understanding between the Parties to support the implementation of this Agreement, with a view to maximizing its benefits, supporting trade and investment facilitation pathways, and further improving market access and openness to contribute to inclusive and sustainable economic growth and prosperity for both Parties.

Article 14.2. Scope

1. Economic cooperation under this Chapter shall support the effective and efficient implementation and utilization of this Agreement through trade and investment-related activities.

2. Economic cooperation under this chapter shall initially focus on the following areas:

(a) manufacturing industries,

(b) pharmaceutical and health products,

(c) agriculture,

(d) trade and investment pramation,

(e) tourism,

(f) education

(g) trade in services,

(h) renewable energy,

(i) sustainable development and trade,

(j) digital economy, entrepreneurship, data and big data,

(k) infrastructure.

3. The Parties may agree in the annual work program on economic cooperation activities to amend the above list, including the addition of other areas of economic cooperation.

Article 14.3. Annual Work Program for Economic Cooperation Activities

1. The Subcommittee on Economic Cooperation adopts an annual work program for economic cooperation activities (hereinafter referred to as the "Annual Work Program") based on proposals submitted by the Parties.

2. Each activity included in the annual work program developed under this Chapter shall:

(a) be related to the objectives agreed in Article 11.4, and

(b) relate to trade or investment and support the implementation of this Agreement,

(c) involves the participation of both Parties,

(d) addresses the mutual priorities of the Parties; and

(e) avoids duplication of existing economic cooperation activities.

Article 14.4. Competition Policy

1. The Parties recognize the importance of free and fair competition in their commercial relations. The Parties may cooperate to exchange information related to the development of competition policy, taking into account their domestic laws and regulations and available resources. The Parties may conduct such cooperation through their competent authorities.

2. The Parties may consult on matters relating to anticompetitive practices and their adverse effects on trade. Consultations shall be without prejudice to the autonomy of each Party to promulgate, maintain, and enforce its own domestic competition laws and regulations.

Article 14.5. Resources

Resources for economic and development cooperation under this Chapter shall be provided in the manner agreed upon by the Parties and in accordance with the laws and regulations of the Parties.

Article 14.6. Means of Cooperation

The Parties shall promote technical, technological, scientific and economic cooperation through the following methods:

(a) jointly organizing conferences, seminars, workshops, meetings, training courses, awareness and education programs,

(b) exchange of delegations, professionals, technicians, and specialists from the academic sector, research institutions, the private sector, and government entities, including study visits and professional training programs,

(c) dialogue and exchange of experiences between the private sector of both parties and their affiliates involved in trade promotion,

(d) launching a knowledge exchange platform to transfer experiences and best practices in the field of government development and modernization through the UAE Government Knowledge Exchange Program,

(e) promoting joint business initiatives between entrepreneurs from both parties; and

(f) any other form of cooperation that may be agreed upon by the parties.

Article 14.7. Subcommittee on Economic Cooperation

1. For the purposes of the effective implementation and operation of this Chapter, the Joint Committee shall establish in accordance with Chapter 15 (Administration of the Agreement) an Economic Cooperation Subcommittee (hereinafter referred to as the "Subcommittee").

2 The Sub-Committee, under the supervision of the Joint Committee, shall have the following functions:

(a) monitor and evaluate the implementation of this chapter,

(b) identify new opportunities and agree on new ideas for potential cooperation or capacity-building activities,

(c) formulate and develop proposals for the annual work program and mechanisms for its implementation,

(d) coordinate, monitor and follow up on the progress of the annual work program to assess its overall effectiveness and contribution to the implementation of this chapter.

(e) propose amendments to the annual work program through periodic assessments and submit them to the Joint Committee for decision,

(f) cooperate with other subcommittees and/or subsidiary bodies and councils established under this Convention to conduct assessment, monitoring and measurementon any matters related to the implementation of this Convention, as well as provide feedback and assistance in the implementation of this chapter; and

(g) report and consult with the Joint Committee regarding the implementation of this Chapter.

Article 14.8. Non-application of Chapter XII(Settlement of Disputes)

No party may resort to dispute settlement under Chapter XII (Dispute Settlement) to settle any matter arising under this Chapter.

Chapter XV. Chapter XV Administration of the Agreement

Article 15.1. Joint Committee

1. The Parties hereby establish a Joint Committee chaired by His Excellency the Minister of Industry, Trade and Supply on the Jordanian side and His Excellency the Minister of State for Foreign Trade Affairs on the UAE side.

2. The Joint Committee:

(a) must include representatives of the Hashemite Kingdom of Jordan and the United Arab Emirates; and

(b) may establish permanent or non-permanent sub-committees or working groups and assign them any of its powers.

3. The Joint Committee shall meet within one year from the date of entry into force of this Agreement. Thereafter, it shall meet every two years, unless otherwise agreed by the Parties, to consider any matter related to this Agreement. The joint sessions of the Joint Committee shall be held alternately between the Parties.

4. The Joint Committee shall also hold special meetings without undue delay from the date such meetings are requested by either Party.

5. Meetings of the Joint Committee and any standing or ad hoc subcommittees or working groups may be held in person or through any other means specified by the Parties.

6. The Joint Committee shall establish its own rules of procedure,

Article 15.2. Functions of the Joint Committee

The functions of the Joint Committee shall be as follows:

1. Review and evaluate the results and overall implementation of this Agreement in light of the experience gained through its application and objectives,

2. Consider any amendments to this Agreement that may be proposed by either party, including the modification of concessions made under this Agreement.

3. Make all reasonable efforts to amicably settle any disputes between the Parties arising from the interpretation or application of this Agreement.

4. Supervise and coordinate the work of all sub-committees, working groups and councils established under this Agreement.

5. Consider any other matter that may affect the implementation of this Agreement.

6. Propose a consensual interpretation of the provisions of this Agreement, if either party so requests.

7. Adopt decisions or make recommendations as provided for in this Agreement; and

8. Carry out such functions as may be agreed upan by the Parties.

Article 15.3. Correspondence

1. Each Party shall designate a point of contact to receive and facilitate official correspondence between the Parties on any matter relating to this Agreement.

2. All official correspondence relating to this Agreement shall be in the Arabic language.

Chapter XVI. Final Provisions

Article 16.1. Appendices, Side Letters and Footnotes

The appendices, side letters and footnotes to this Agreement form an integral part of this Agreement.

Article 16.2. Amendments

1. Either Party may submit proposals to amend this Agreement to the Joint Committee for consideration.

2. Amendments to this Agreement, after consideration by the Joint Committee, shall be submitted to the Parties for ratification, acceptance, or approval in accordance with the constitutional requirements or legal procedures of the Parties concerned.

3. Amendments to this Agreement shall enter into force in the same manner as provided in Article 5,16, unless otherwise agreed by the Parties.

Article 16.3. Accession

Any State or group of States may accede to this Agreement on such terms and conditions as may be agreed between the State or group of States and the Parties and after approval in accordance with the applicable legal requirements and procedures of each Party and acceding State.

Article 16.4. Term and Termination of the Agreement

1. This Agreement is valid for an indefinite period.

2. Either party may terminate this Agreement by giving written notice to the other party, and such termination shall take effect six months after the date of the notice.

Article 16.5. Entry Into Force

1. The Parties ratify this Agreement in accordance with their internal legal procedures.

2. This Agreement shall enter into force on the date of receipt of the last written notification in which one party informs the other party of the completion of the legal procedures necessary for its entry into force,

Article 16.6. Original Texts

This Agreement was drawn up in Jordan on October 6, 2024, in two copies in Arabic. All texts have the same legal force.

In witness whereof, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

For the Government of The Hashemite Kingdom of Jordan

Yarub Qudah

Minister of Industry, Trade and Supply

For the Government of the United Arab Emirates

His Excellency Dr. Thani bin Ahmed Al Zeyoudi

Minister of State for Foreign Trade