

FREE TRADE AGREEMENT BETWEEN THE EURASIAN ECONOMIC UNION AND ITS MEMBER STATES, OF THE ONE PART, AND THE REPUBLIC OF SINGAPORE, OF THE OTHER PART

PREAMBLE

The Eurasian Economic Union (hereinafter referred to as “the EAEU”) and the Republic of Armenia, the Republic of Belarus, the Republic of Kazakhstan, the Kyrgyz Republic, and the Russian Federation (hereinafter referred to as “the EAEU Member States”),

of the one part, and

the Republic of Singapore (hereinafter referred to as “Singapore”),

of the other part,

RECOGNISING the importance of strengthening and enhancing the longstanding and strong friendship and cooperation between the Parties;

DESIRING to create favourable environments and conditions for the growth of mutually beneficial trade relations and for the promotion of economic cooperation between the Parties in the areas of mutual interest;

DESIRING to reduce or eliminate barriers to trade between the Parties in order to ensure lowered business costs and enhanced economic efficiency;

RECOGNISING the need to uphold the principles and practices which promote free and unhindered trade in a predictable, transparent, and non-discriminatory manner;

ACKNOWLEDGING the importance of trade facilitation in promoting efficient and transparent procedures to reduce costs and ensure predictability of the market; and

EMPHASISING the need for further promotion of mutual cooperation between the Parties on the basis of mutual trust, transparency, and principles of fair and mutually beneficial trade facilitation;

HAVE AGREED as follows:

CHAPTER 1

INITIAL PROVISIONS AND GENERAL DEFINITIONS

Article 1.1 Establishment of a Free Trade Area

The Parties hereby establish a free trade area consistent with Article XXIV of the GATT 1994.

Article 1.2 Objectives

The objective of this Agreement is to liberalise and facilitate trade between the Parties in accordance with the provisions of this Agreement.

Article 1.3 Definitions of General Application

For the purposes of this Agreement, unless otherwise specified:

“Anti-Dumping Agreement” means the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade 1994 contained in Annex 1A to the WTO Agreement;

“customs duty” includes any duty or¹ charge of any kind imposed on or in connection with the importation of a good, but does not include any:

- (a) charge equivalent to an internal tax imposed consistently with paragraph 2 of Article III of the GATT 1994;
- (b) fee or other charge in connection with the importation commensurate with the costs of services rendered; or
- (c) duty imposed consistently with Chapter 3 (Trade Remedies);

¹ For greater certainty, the term “or” is used in an inclusive nature (that is to say, “either [A] or [B], or both”) throughout this Agreement. Where the term “or” is intended to be used in an exclusive nature (that is to say, “either [A] or [B], but not both”), then this is articulated using the formulation, “either [A] or [B]”.

“day” means a calendar day including weekends and holidays;

“Eurasian Economic Commission” means the permanent regulatory body of the EAEU in accordance with the Treaty on the Eurasian Economic Union of 29 May 2014 (hereinafter referred to as “the Treaty on the EAEU”);

“GATT 1994” means the General Agreement on Tariffs and Trade 1994 and its interpretative notes contained in Annex 1A to the WTO Agreement;

“good(s)” means any merchandise, product, article or material;

“Harmonized System” or “HS” means the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation, Section Notes, Chapter Notes and Subheading Notes, and amendments thereto, as adopted and implemented by the Parties in their respective laws;

“Import Licensing Agreement” means the Agreement on Import Licensing Procedures contained in Annex 1A to the WTO Agreement;

“measure” means any measure by a Party, whether in the form of a law, regulation, rule, procedure, decision, administrative action, or any other form, and includes measures taken by:

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

“originating” means qualifying as originating under the rules of origin set out in Chapter 4 (Rules of Origin);

“Parties” means, on the one hand, the Eurasian Economic Union within its areas of competence as derived from the Treaty on the EAEU or its Member States and, on the other hand, Singapore;

“person” means a natural person or a juridical person;

“Safeguards Agreement” means the Agreement on Safeguards contained in Annex 1A of the WTO Agreement;

“SCM Agreement” means the Agreement on Subsidies and Countervailing Measures contained in Annex 1A to the WTO Agreement;

“SPS Agreement” means the Agreement on the Application of Sanitary and Phytosanitary Measures contained in Annex 1A to the WTO Agreement;

“TBT Agreement” means the Agreement on Technical Barriers to Trade contained in Annex 1A to the WTO Agreement;

“TRIPS Agreement” means the Agreement on Trade-Related Aspects of Intellectual Property Rights contained in Annex 1C to the WTO Agreement;

“WTO Agreement” means the Marrakesh Agreement Establishing the World Trade Organization done at Marrakesh on 15 April 1994; and

“WTO” means the World Trade Organization.

CHAPTER 2

MARKET ACCESS

Article 2.1 Definitions

For the purposes of this Chapter:

“consular transactions” means requirements that goods of a Party intended for export to the territory of the other Party must first be submitted to the supervision of the consul of the importing Party in the territory of the exporting Party for the purpose of obtaining consular invoices or consular visas for commercial invoices, certificates of origin, manifests, shippers’ export declarations, or any other customs documentation required on or in connection with importation; and

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

Article 2.2 Scope

This Chapter shall apply to trade in goods between the Parties.

Article 2.3 Most-Favoured-Nation Treatment

1. Article I of the GATT 1994 as well as any exception, exemption and waivers to the obligation to grant treatment set out in Article I of the GATT 1994 applicable under the WTO Agreement are incorporated into and form part of this Agreement.
2. For greater certainty, nothing in paragraph 1 obliges a Party to provide on a Most-Favoured-Nation basis the other Party with an advantage, favour, privilege or immunity which the former Party provides to any non-party falling within any of the following descriptions:

- (a) adjacent countries for the purposes of facilitating frontier traffic;
- (b) the participants of a customs union, free trade area or regional economic organisation, or any other regional trade agreements as defined in Article XXIV of the GATT 1994, of which the former Party is a participant; or
- (c) developing and least developed countries in accordance with the GATT 1994, Generalized System of Preferences under United Nations Conference on Trade and Development or the respective laws and regulations of the Parties.

Article 2.4 National Treatment

Each Party shall accord national treatment to goods of the other Party in accordance with Article III of the GATT 1994 and to this end, Article III of the GATT 1994 as well as any exceptions, exemptions and waivers to grant such treatment in accordance with Article III of the GATT 1994, are incorporated into and form part of this Agreement.

Article 2.5 Classification of Goods

1. The classification of goods in trade between the Parties shall be governed by each Party's respective tariff nomenclature in conformity with the HS.
2. Each Party shall ensure that any change to its tariff nomenclature shall be carried out without impairing tariff concessions undertaken in accordance with Annex 2 – 1 (Schedules of Tariff Commitments). Such change to the Foreign Economic Activity Commodity Nomenclature of the EAEU and the Singapore Trade Classification, Customs and Excise Duties shall be carried out by the Eurasian Economic Commission and Singapore, respectively.

Article 2.6 Reduction and Elimination of Customs Duties

1. Except as otherwise provided in this Agreement, each Party shall reduce or eliminate customs duties on originating goods of the other Party in accordance

with its Schedule of tariff commitments in Annex 2 – 1 (Schedules of Tariff Commitments).

2. Except as otherwise provided in this Agreement, no Party may increase any existing customs duty or adopt any new customs duty on an originating good exceeding the level specified in its Schedule of tariff commitments in Annex 2 – 1 (Schedules of Tariff Commitments).

3. A Party may, at any time, unilaterally accelerate the reduction or elimination of customs duties on originating goods in accordance with its Schedule of tariff commitments in Annex 2 – 1 (Schedules of Tariff Commitments). This shall not preclude a Party from raising a customs duty to the level established in its Schedule of tariff commitments in Annex 2 – 1 (Schedules of Tariff Commitments) for the respective year following a unilateral reduction. A Party considering such reduction, elimination or raise of a customs duty shall inform the other Party by written notification as early as practicable before the new rates of customs duty take effect. Exchange of such notifications shall be made between the Eurasian Economic Commission and Singapore.

4. If at any moment a Party reduces its applied Most-Favoured-Nation customs duty rate after the date of entry into force of this Agreement, that duty rate shall apply if and for as long as it is lower than the customs duty rate in its Schedule of tariff commitments in Annex 2 – 1 (Schedules of Tariff Commitments).

Article 2.7

Civil Aircraft Re-Entered after Repair or Alteration

1. No Party shall apply a customs duty to civil aircraft classified under HS subheadings 8802 20, 8802 30 and 8802 40, regardless of their origin, admitted temporarily to its territory from the territory of the other Party for repair or alteration in accordance with its laws and regulations.

2. No Party shall apply a customs duty to the value related to the processes of repair or alteration (which may also include the value of foreign goods used in the processes of repair or alteration) of civil aircraft classified under HS subheadings 8802 20, 8802 30 and 8802 40 that re-enter its territory in accordance with its laws and regulations after being temporarily exported from its territory to the territory of the other Party for repair or alteration. The provisions of this paragraph are applied regardless of the origin of such civil aircraft and regardless of whether such repair or alteration could be performed within the territory of the Party from the territory of which such civil aircraft were exported for repair or alteration.

3. The conditions for the application of the provision set forth in paragraph 2 shall be as follows:

- (a) the goods shall re-enter the territory of the Party from which they were previously exported to the territory of the other Party for repair or alteration no later than six (6) months following the date of exportation;
- (b) customs authorities shall be able to identify the goods that re-enter the territory of the Party in accordance with identification methods used during the exportation.

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

- (a) destroys the essential characteristics of a good or creates a new or commercially different good; or
- (b) transforms an unfinished good into a finished good.

Article 2.8
Engines, Spare Parts and Equipment for Civil Aircraft
Re-Entered after Repair or Alteration

1. With respect to any customs duty imposed on engines, spare parts and equipment for civil aircraft that re-enter the territory of a Party in accordance with its laws and regulations after being temporarily exported to the territory of the other Party for repair or alteration, a Party imposing the customs duty shall accord to the goods re-entered from the territory of the other Party treatment no less favourable than that accorded to the goods re-entered from the territory of a non-party.

2. Each Party shall notify the other Party of its applicable laws and regulations referred to in paragraph 1 within sixty (60) days from the date of entry into force of this Agreement. The Parties shall promptly notify each other of any change to such applicable laws and regulations.

Article 2.9
Fees and Formalities Connected with Importation and Exportation

1. Article VIII of the GATT 1994 as well as any exception, exemption and waivers to the obligations set out in Article VIII of the GATT 1994 applicable under the WTO Agreement are incorporated into and form part of this Agreement.
2. Each Party shall ensure that its competent authorities make available through their official websites information about fees and charges it imposes in connection with importation and exportation.
3. No Party may require consular transactions, including related fees and charges, in connection with the importation of any good of the other Party.
4. No Party shall levy fees and charges on or in connection with importation or exportation on an *ad valorem* basis that would exceed the approximate cost of services rendered and be otherwise inconsistent with Article VIII of the GATT 1994.
5. Each Party shall periodically review its fees and charges with a view to reducing their number and diversity, where practicable.

Article 2.10
Import and Export Restrictions

1. Except as otherwise provided in this Agreement, no Party shall adopt or maintain any quantitative restriction, including prohibition or restriction on the importation of any good of the other Party or on the exportation of any good destined for the territory of the other Party, except in accordance with its WTO obligations and commitments, and to this end, Article XI of the GATT 1994 is incorporated into and forms part of this Agreement.
2. Each Party shall ensure the transparency of any quantitative restriction permitted in accordance with paragraph 1 and shall ensure that any such measure is not prepared, adopted or applied with a view to, or with the effect of, creating unnecessary obstacles to trade between the Parties.

Article 2.11 Import Licensing

1. Each Party shall ensure that its import licensing procedures, as defined in Articles 1 through 3 of the Import Licensing Agreement, are implemented in a transparent and predictable manner, and applied in accordance with the Import Licensing Agreement.
2. Each Party shall publish its rules and information concerning import licensing procedures in a manner consistent with paragraph 4 of Article 1 of the Import Licensing Agreement. A Party which introduces import licensing procedures or changes in these procedures shall notify the other Party of such import licensing procedures or changes in these procedures within sixty (60) days of publication. Such notification shall contain information set out in paragraphs 2 and 3 of Article 5 of the Import Licensing Agreement. The information shall be provided through a contact point of each Party designated for this purpose.
3. Any information regarding changes in import licensing procedures shall be made publicly available before the date that the new procedure or modification takes effect.
4. Each Party shall respond within sixty (60) days to a reasonable enquiry from the other Party concerning its import licensing rules and its procedures for the submission of an application for an import license, including the eligibility of persons, firms, and institutions to make such an application, the administrative bodies to be approached, and the list of goods subject to the licensing requirement.
5. A Party shall be deemed to be in compliance with paragraph 2 with respect to an existing import licensing procedure if:
 - (a) it has notified that procedure to the Committee on Import Licensing established in accordance with Article 4 of the Import Licensing Agreement together with the information specified in paragraph 2 of Article 5 of that agreement; or
 - (b) with respect to that procedure, it has provided to the Committee on Import Licensing, the information requested in the annual questionnaire on import licensing procedures described in paragraph 3 of Article 7 of the Import Licensing Agreement, in that Party's most recent annual submission due before the entry into force of this Agreement.

Article 2.12
Sub-Committee on Trade in Goods

1. The Parties hereby establish the Sub-Committee on Trade in Goods (hereinafter referred to as “the Goods Sub-Committee”), comprising representatives of each Party.
2. The Goods Sub-Committee shall meet at such times as the Parties mutually decide to consider any matters arising under this Chapter. Meetings shall take place in such locations and through such means as the Parties mutually decide.
3. The Goods Sub-Committee shall have the following functions:
 - (a) reviewing and monitoring the implementation and operation of this Chapter;
 - (b) upon request by either Party, reviewing any amendments to the provisions of this Chapter or improvements to the tariff commitments referred to in paragraph 1 of Article 2.6 (Reduction and Elimination of Customs Duties), and making appropriate recommendations to the Joint Committee thereafter;
 - (c) reviewing, as needed and if requested by a Party, the amendments to the tariff nomenclature resulting from the modification of the HS to ensure the fulfilment of each Party’s obligations under this Agreement;
 - (d) identifying and recommending measures to resolve any problem that may arise from the implementation and operation of this Chapter; and
 - (e) reporting the findings on any other issue arising from the implementation and operation of this Chapter to the Joint Committee.
4. The Goods Sub-Committee shall consult, as appropriate, with other Sub-Committees established under this Agreement when addressing issues of relevance to those Sub-Committees.

Article 2.13
***Ad hoc* Discussions**

1. Each Party shall designate a contact point to facilitate communication between the Parties on any matter covered by this Chapter.

2. A Party may request *ad hoc* discussions to discuss any matter arising under this Chapter, by making a request to the other Party through the contact points referred to in paragraph 1. The request shall identify the reasons for the request, including a description of the Party's concerns and an indication of the provisions of this Chapter to which the concerns relate.

3. Within forty-five (45) days of receipt of a request under paragraph 2, the Party shall provide a reply. Within thirty (30) days of the receipt of the reply, the Parties shall discuss, in person or via electronic means, the matter identified in the request. If the Parties choose to meet in person, the meeting shall take place in such locations and through such means the Parties mutually decide.

4. *Ad hoc* discussions under this Article shall be confidential and without prejudice to the rights of any Party, the process or the outcome of the dispute settlement proceedings under Chapter 14 (Dispute Settlement).

ANNEX 2 – 1**SCHEDULES OF TARIFF COMMITMENTS**

Appendices 2 – 1 – 1 (Schedule of Tariff Commitments of the EAEU) and 2 – 1 – 2 (Schedule of Tariff Commitments of Singapore) are integral parts of this Annex and are attached as separate volumes.

CHAPTER 3

TRADE REMEDIES

Section A: General Provisions

Article 3.1 General Provisions

1. Except as otherwise provided in this Chapter, the Parties shall apply anti-dumping, countervailing and global safeguard measures in accordance with Articles VI and XIX of the GATT 1994, the Anti-Dumping Agreement, the SCM Agreement and the Safeguards Agreement.
2. For the purposes of conducting anti-dumping and global safeguard investigations and any subsequent proceedings, including reviews, Singapore shall consider the EAEU Member States individually and not as the EAEU as a whole and shall not apply anti-dumping and safeguard measures with respect to imports originating in the EAEU as a whole. For the purposes of a countervailing duty investigation and any subsequent countervailing duty proceedings, including reviews, Singapore shall consider the EAEU Member States individually and shall not apply a countervailing measure with respect to imports from the EAEU as a whole, unless there are subsidies within the meaning of Article XVI of GATT 1994 and Article 1 of the SCM Agreement that are specific within the meaning of Article 2 of the SCM Agreement granted at the level of the EAEU for the producers from all EAEU Member States.
3. For the purposes of Sections A and B, origin shall be determined in accordance with the non-preferential rules of origin of the Parties.

Article 3.2 Communications

1. All official communications and documentation exchanged between the Parties with respect to matters covered by this Chapter shall take place between the investigating authorities or other competent authorities of the Parties.
2. The Parties shall exchange information on the names and contacts of the investigating authorities or other competent authorities of the Parties within thirty (30) days from the date of entry into force of this Agreement. The Parties shall

promptly notify each other of any change to the investigating authorities or competent authorities.

3. A Party conducting a global safeguard investigation shall provide to the other Party an electronic copy of the notification given to the WTO Committee on Safeguards under paragraph 1 of Article 12 of the Safeguards Agreement.

Section B: Anti-Dumping and Countervailing Measures

Article 3.3 Anti-Dumping Measures

1. For the purposes of an anti-dumping investigation and any subsequent anti-dumping proceedings, including reviews, each Party shall not apply any methodology for determination of the normal value of the like product destined for consumption in the domestic market of the exporting Party based on surrogate country data in whole or in part, pursuant to paragraph 7 of Article 2 of the Anti-Dumping Agreement or the second Supplementary Provision to paragraph 1 of Article VI of GATT 1994 contained in Annex I to the GATT 1994.

2. For the purposes of an anti-dumping investigation and any subsequent anti-dumping proceedings, including reviews, each Party shall not apply any methodology that permits it to disregard or adjust costs data pertaining to producers or exporters of the like product destined for consumption in the domestic market of the exporting Party in cases where an investigating authority concludes that because of any specific characteristics of the market of the factors of production used in the manufacturing of the like product:

- (a) a particular market situation exists in the market of the like product; or
- (b) costs data kept in the records of producers or exporters of the product under investigation does not reasonably reflect the costs associated with the production and sale of the product under consideration provided that the records suitably and sufficiently correspond to or reproduce those costs actually incurred by those exporters or producers.

Article 3.4
Practices Relating to Anti-Dumping and Countervailing Duty Proceedings

1. In any proceeding in which the investigating authorities determine to conduct an in-person verification of information that is provided by a respondent², and that is pertinent to the calculation of anti-dumping duty margins or the level of a countervailable subsidy, the investigating authorities shall promptly notify each respondent of their intent, and:

(a) provide to each respondent at least fourteen (14) days advance notice of the dates on which the authorities intend to conduct an in-person verification of the information;

(b) at least ten (10) days prior to an in-person verification, provide to the respondent a document that sets out the topics the respondent should be prepared to address during the verification and that describes the types of supporting documentation to be made available for review;³ and

(c) after an in-person verification is completed, and subject to the protection of confidential information, disclose the information that describes the extent to which the data provided by the respondent was supported by the documents reviewed during the verification. The respondent concerned by the in-person verification should be informed of the results of the in-person verification in sufficient time for the respondent to defend its interests.

2. A Party's investigating authorities shall maintain a public file for each investigation and review that contains:

(a) all non-confidential documents that are part of the record of the investigation or review; and

(b) to the extent feasible without revealing confidential information, non-confidential summaries of confidential information that is contained in the record of each investigation or review.

² For the purposes of this paragraph, "respondent" means a producer, manufacturer, exporter, importer and, where appropriate, a government or government entity, that is required by a Party's investigating authorities to respond to an anti-dumping or countervailing duty questionnaire.

³ This does not prevent the authorities from adjusting the date, where necessary in light of developments in the investigation, and after consultation with the respondent.

3. The public file of all documents that are contained in the record of the investigation or review shall be physically available to interested parties, subject to the procedures provided for in the Parties' laws and regulations, for viewing and copying⁴ during the investigating authorities' normal business hours, or electronically available for download.

4. If, in an anti-dumping or countervailing duty action that involves imports from the other Party, a Party's investigating authorities determine that a timely response to a request for information may not be ideal in all respects, provided that the interested party concerned has acted to the best of its ability, the investigating authorities shall to the extent practicable in light of time limits established to complete the anti-dumping or countervailing duty action, before rejecting the information, endeavour to obtain more complete information for the purposes of the investigation including, where requested, granting a reasonable extension of time to the respondent concerned to make a more detailed and proper response in accordance with the provisions of the Anti-Dumping Agreement and the SCM Agreement. If that interested party submits further information and the investigating authorities find that the response is not satisfactory, or that the response is not submitted within the applicable time limits, and if the investigating authorities disregard all or part of the original and subsequent responses, the investigating authorities shall explain in the determination or other written document the reasons for disregarding the information.

Article 3.5

Notifications and Consultations

1. Upon receipt by a Party's investigating authorities of a properly documented anti-dumping application with respect to imports from the other Party, at least fifteen (15) days before initiating such anti-dumping investigation, the Party shall provide written notification to the other Party of its receipt of the application which includes the following:

- (a) description of the goods;
- (b) tariff number under which the goods were imported;
- (c) identification of the exporters and countries of export that were named in the petition; and

⁴ Charges for the copies, if any, are limited in amount to the approximate cost of the services rendered.

(d) the name and address of the investigating authority.

2. Upon receipt by a Party's investigating authorities of a properly documented countervailing duty application with respect to imports from the other Party, and before initiating an investigation, the Party shall provide written notification to the other Party of its receipt of the application at least fifteen (15) days in advance of the date of initiation and invite the other Party for consultations on the application.

Article 3.6 Prohibition of Zeroing

When anti-dumping margins are established, assessed or reviewed under Article 2, paragraphs 3 and 5 of Article 9 and Article 11 of the Anti-Dumping Agreement, all individual margins, whether positive or negative, should be counted toward the average for weighted average-to-weighted average and transaction-to-transaction comparison. In weighted average-to-transaction comparison, individual margins, where negative, should not be systematically excluded in a manner inconsistent with subparagraph 4.2 of Article 2 of the Anti-Dumping Agreement.

Article 3.7 Treatment of Confidential Information

The investigating authority of a Party shall require interested parties providing confidential information to furnish non-confidential summaries thereof referred to in subparagraph 5.1 of Article 6 of the Anti-Dumping Agreement. These non-confidential summaries shall be in sufficient detail to permit a reasonable understanding of the substance of the information submitted in confidence in order to allow the other interested parties in the investigation an opportunity to respond and defend their interest.

Article 3.8 Disclosure of the Essential Facts

Before a final determination is made, the investigating authorities shall inform all interested parties of the essential facts that form the basis of the decision whether to apply definitive measures. Subject to the protection of confidential information, the investigating authorities may use any reasonable means to disclose the essential facts, which includes a report summarising the data in the record, a draft or preliminary determination, or some combination of those reports

or determinations, to provide interested parties an opportunity to respond to the disclosure of essential facts.

Article 3.9 Undertakings

1. In an anti-dumping investigation, where a Party's investigating authorities have made a preliminary affirmative determination of dumping and injury caused by such dumping, the Party shall afford opportunity for consultations to exporters of the other Party regarding proposed price undertakings which, if accepted, may result in termination or suspension of the investigation without imposition of anti-dumping duties, consistent with the Party's laws, regulations and procedures.
2. In a countervailing duty investigation, where a Party's investigating authorities have made a preliminary affirmative determination of subsidisation and injury caused by such subsidisation, the Party shall afford opportunity for consultations to the other Party and exporters of the other Party regarding proposed price undertakings, which, if accepted, may result in termination or suspension of the investigation without imposition of countervailing duties, consistent with the Party's laws, regulations and procedures.

Article 3.10 Sunset Reviews

A Party shall initiate a review under paragraph 3 of Article 11 of the Anti-Dumping Agreement no later than three (3) months prior to the end of the five (5)-year period following the date of the imposition of the anti-dumping duty or of the five (5)-year period following the date of the entry into force of the decision extending the anti-dumping duty after the most recent review of the anti-dumping duty that has covered both dumping and injury. The review shall be completed within twelve (12) months from the date of initiation.

Article 3.11 Exemption from Investigation after Termination

Where an anti-dumping investigation in respect of goods from the other Party is terminated with negative final determination, no investigation shall be initiated on the same goods by the importing Party within one (1) year from the date of termination of the previous investigation, unless the pre-initiation examination indicates that the circumstances have changed.

Article 3.12
***De Minimis* Standard Applicable to Review**

1. Any measure subject to a review pursuant to paragraph 2 of Article 11 of the Anti-Dumping Agreement shall be terminated where it is determined that the margin of dumping is less than the *de minimis* threshold set out in paragraph 8 of Article 5 of the Anti-Dumping Agreement.
2. When determining individual margins pursuant to paragraph 5 of Article 9 of the Anti-Dumping Agreement, no duty shall be imposed on exporters or producers in the exporting Party for which it is determined that the dumping margin is less than the *de minimis* threshold set out in paragraph 8 of Article 5 of the Anti-Dumping Agreement.

Section C: Bilateral Safeguard Measures

Article 3.13
Definitions

For the purposes of this Section:

“**domestic industry**” means, producers as a whole of the like or directly competitive products operating within the territory of a Party, or those whose collective output of the like or directly competitive products constitutes a major proportion of the total domestic production of those products;

“**serious injury**” means a significant overall impairment in the position of a domestic industry;

“**threat of serious injury**” means serious injury that is clearly imminent, in accordance with the provisions of paragraphs 3 and 4 of Article 3.16 (Investigation Procedures and Transparency Requirements). A determination of the existence of a threat of serious injury shall be based on facts and not merely on allegation, conjecture or remote possibility;

“**transition period**” means, in relation to a particular good, the period from the entry into force of this Agreement until seven (7) years after the customs duty on that good is to be eliminated in accordance with Annex 2 – 1 (Schedules of Tariff Commitments); and

“**bilateral safeguard measure**” means a measure described in paragraph 2 of Article 3.14 (Application of Bilateral Safeguard Measures).

Article 3.14

Application of Bilateral Safeguard Measures

1. If, as a result of the reduction or elimination of a customs duty under this Agreement, originating goods of a Party specified in Annex 2 – 1 (Schedules of Tariff Commitments) are being imported into the territory of the other Party in such increased quantities, in absolute terms or relative to domestic production, and under such conditions as to constitute a substantial cause of serious injury or threat thereof to a domestic industry producing like or directly competitive goods, the importing Party may, during the transition period only, adopt measures provided for in paragraph 2 in accordance with the conditions and procedures laid down in this Section.

2. The importing Party may take a bilateral safeguard measure in the form of:

(a) suspension of further reduction of the rate of customs duty on the good concerned provided for under Annex 2 – 1 (Schedules of Tariff Commitments); or

(b) increment of the rate of customs duty on the good concerned to a level which does not exceed the lesser of:

(i) the Most-Favoured-Nation applied rate of customs duty on the good in effect at the time the measure is applied; or

(ii) the base rate of customs duty as set out in Annex 2 – 1 (Schedules of Tariff Commitments).

Article 3.15

Standards for a Bilateral Safeguard Measure

1. A Party shall maintain a bilateral safeguard measure only for such period of time as may be necessary to prevent or remedy serious injury and to facilitate adjustment. That period shall not exceed two (2) years, except that the period may be extended by up to one (1) year if the investigating authority of the Party that applies the measure determines, in conformity with the procedures set out in Article 3.16 (Investigation Procedures and Transparency Requirements), that the

bilateral safeguard measure continues to be necessary to prevent or remedy serious injury and to facilitate adjustment.

2. No bilateral safeguard measure shall be applied in the first six (6) months after the commencement of the tariff reduction or tariff elimination comes into force as negotiated under this Agreement.

3. No bilateral safeguard measure shall be applied again to the import of the same good during the transitional safeguard period, unless a period of time equal to half of the period during which the bilateral safeguard measure was applied previously has elapsed.

4. No bilateral safeguard measure shall be taken against a good while a global safeguard measure in respect of that good is in place; in the event that a global safeguard measure is taken in respect of a good, any existing bilateral safeguard measure which is taken against that good shall be terminated.

5. Upon the termination of the bilateral safeguard measure, the rate of customs duty shall be the rate which would have been in effect on the date of termination of the measure as set out in Annex 2 – 1 (Schedules of Tariff Commitments) had the measure not been imposed.

Article 3.16

Investigation Procedures and Transparency Requirements

1. A Party shall apply a bilateral safeguard measure only following an investigation by the Party's investigating authority. This investigation shall include reasonable public notice to all interested parties and public hearings or other appropriate means in which importers, exporters and other interested parties could present evidence and their views, including the opportunity to respond to the presentations of other parties and to submit their views. The investigating authorities shall publish a report setting forth their findings and reasoned conclusions reached on all pertinent issues of fact and law.

2. Any information which is by nature confidential or which is provided on a confidential basis shall, upon cause being shown, be treated as such by the investigating authorities. Such information shall not be disclosed without permission of the interested party submitting it. Interested parties providing confidential information may be requested to furnish non-confidential summaries thereof or, if such parties indicate that such information cannot be summarised, the reasons why a summary cannot be provided. However, if the investigating authorities find that a request for confidentiality is not warranted and if the party

concerned is either unwilling to make the information public or to authorise its disclosure in generalised or summary form, the authorities may disregard such information unless it can be demonstrated to their satisfaction from appropriate sources that the information is correct.

3. In the investigation to determine whether increased imports constitute a substantial cause of serious injury or threat thereof to the domestic industry under the terms of this Section, the investigating authorities shall evaluate all relevant factors of an objective and quantifiable nature having a bearing on the situation of that industry, in particular, the rate and amount of the increase in imports of the product concerned in absolute and relative terms, the share of the domestic market taken by increased imports, changes in the level of sales, production, productivity, capacity utilisation, profits and losses, and employment.

4. The determination referred to in paragraph 3 shall not be made unless this investigation demonstrates, on the basis of objective evidence, the existence of the causal link between increased imports of the product concerned and serious injury or threat thereof. When factors other than increased imports are causing injury to the domestic industry at the same time, such injury shall not be attributed to increased imports.

5. Each Party shall ensure that its investigating authorities complete any such investigation within nine (9) months from the date of its initiation.

Article 3.17 **Notification and Consultation**

1. A Party shall promptly deliver written notice to the other Party upon:
 - (a) initiating an investigatory process relating to serious injury or threat thereof and the reasons for it;
 - (b) making a finding of serious injury or threat thereof caused by increased imports; and
 - (c) taking a decision to apply or extend a bilateral safeguard measure.
2. The investigating authorities shall publish promptly, in accordance with the provisions of paragraph 1 of Article 3.16 (Investigation Procedures and Transparency Requirements), a detailed analysis of the case under investigation as well as a demonstration of the relevance of the factors examined. A Party shall

provide to the other Party a copy of the public version of the report of its investigating authority in print or by electronic means via the internet.

3. When a Party makes a notification pursuant to subparagraph 1(b) that it is making a finding of serious injury or threat thereof caused by increased imports, that Party shall include in that notification:

(a) a precise description of the originating good subject to the bilateral safeguard investigation including its HS heading or subheading on which Annex 2 – 1 (Schedules of Tariff Commitments) is based; and

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

4. When a Party makes a notification pursuant to subparagraph 1(c) that it is taking a decision to apply or extend a bilateral safeguard measure, that Party shall include in that notification:

(a) a precise description of the originating good subject to the bilateral safeguard measure including its HS heading or subheading on which Annex 2 – 1 (Schedules of Tariff Commitments) is based;

(b) a precise description of the bilateral safeguard measure;

(c) the date of the bilateral safeguard measure's introduction and its expected duration; and

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

5. Upon request of a Party whose good is subject to a bilateral safeguard investigation under this Section, the Party that conducts that investigation shall enter into consultations with the requesting Party to review a notification under paragraphs 3 and 4 or any public notice or report that the investigating authority issued in connection with the investigation. Such consultations shall not prevent the Parties from conducting a bilateral safeguard investigation and shall not impede such investigation or imposition of a measure.

CHAPTER 4

RULES OF ORIGIN

Section A: General Provisions

Article 4.1 Scope

The rules of origin provided for in this Chapter shall be applied for the purposes of granting preferential tariff treatment in accordance with this Agreement.

Article 4.2 Definitions

For the purposes of this Chapter:

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

“authorised body” means the competent authority designated by a Party to issue a Certificate of Origin under this Agreement;

“CIF value” means the value of the goods imported and includes the cost of freight, insurance and other costs accompanying such delivery up to the port or place of entry into the country of importation, excluding duties, taxes and customs brokerage fees;

“consignment” means goods that are sent simultaneously covered by one or more transport documents to the consignee from the exporter;

“exporter” means a person registered in the territory of a Party where the goods are exported from by such person;

“FOB value” means the free-on-board value of the goods, inclusive of the costs of transport to the port or site of final shipment abroad;

“fungible goods or materials” means goods or materials that are interchangeable for commercial purposes and whose properties are essentially identical;

“Generally Accepted Accounting Principles” refers to the recognised consensus or substantial authoritative support within a country at a particular time as to which economic resources and obligations should be recorded as assets and liabilities, which changes in assets and liabilities should be recorded, how the assets and liabilities and changes in them should be measured, what information should be disclosed and how it should be disclosed, and which financial statements should be prepared. These principles may encompass broad guidelines for general application, as well as detailed standards, practices and procedures;

“identical and interchangeable materials” means materials being of the same kind and commercial quality, possessing the same technical and physical characteristics, and which once they are incorporated into the finished goods cannot be distinguished from one another for origin purposes;

“importer” means a person registered in the territory of a Party where the goods are imported into by such person;

“material” means a good that is used in the production of another good;

“non-originating good or non-originating material” means a good or material that does not qualify as originating in accordance with this Chapter;

“originating good or originating material” means a good or material that qualifies as originating in accordance with this Chapter;

“packing material and container for shipment” means a good used to protect another good during its transportation, but does not include the packaging material or container in which the good is packaged for retail sale;

“producer” means a person who engages in the production of goods in the territory of a Party;

“production” means operations including growing, cultivating, raising, mining, harvesting, fishing, trapping, hunting, capturing, collecting, breeding, extracting, aquaculture, gathering, manufacturing, processing or assembling goods; and

“verification authority” means the competent governmental authority designated by a Party to conduct verification procedures.

Article 4.3 Origin Criteria

Except as otherwise provided in this Chapter, each Party shall provide that goods are originating if they are either:

- (a) wholly obtained or produced in the territory of a Party as provided in Article 4.4 (Wholly Obtained or Produced Goods);
- (b) produced entirely in a Party exclusively from originating materials from one or more Parties as provided in Article 4.8 (Accumulation of Origin); or
- (c) produced in a Party using non-originating materials provided the goods satisfy all applicable requirements of Annex 4 – 4 (Product Specific Rules)

and the goods satisfy all other applicable requirements of this Chapter.

Article 4.4 Wholly Obtained or Produced Goods

Each Party shall provide that for the purposes of Article 4.3 (Origin Criteria), the following goods shall be considered as wholly obtained or produced in a Party:

- (a) plants and plant goods, including fruit, berries, flowers, vegetables, trees, seaweed, fungi and live plants, grown, cultivated, harvested, picked or gathered there;
- (b) live animals born and raised there;
- (c) goods obtained from live animals there;
- (d) goods obtained from gathering, hunting, capturing, fishing, growing, raising and aquaculture there;
- (e) minerals and other naturally occurring substances extracted or taken from the air, soil, waters or seabed and subsoil there;
- (f) fish, shellfish and other marine life taken from the sea, seabed or subsoil outside the any territorial sea in accordance with international law,

by vessels that are registered, listed or recorded with a Party and entitled to fly the flag of that Party;

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

(h) goods other than fish, shellfish and other marine life taken by a Party from marine soil or subsoil outside any territorial sea provided that Party has the right to exploit that seabed or subsoil in accordance with international law;

(i) waste and scrap resulting from production or consumption conducted there provided that such goods are fit only for the recovery of raw materials;

(j) used goods collected there provided that such goods are fit only for the recovery;

(k) goods produced in outer space on board a spacecraft provided that the same spacecraft is registered in a Party; and

(l) goods produced or obtained in the territory of a Party exclusively from the goods referred to in subparagraphs (a) through (k).

Article 4.5 **Value Added Content**

1. For the purposes of this Chapter and product specific rules specified in Annex 4 – 4 (Product Specific Rules), the formula for calculating value added content (hereinafter referred to as “VAC”) shall be:

$$\frac{\text{FOB value} - \text{Value of Non-Originating Materials}}{\text{FOB value}} \times 100\%$$

2. For the purposes of calculating the VAC provided in paragraph 1, the value of non-originating materials shall be either:

(a) the CIF value of the materials at the time of importation to a Party; or

(b) the earliest ascertained price either paid or payable for non-originating materials in the territory of the Party where the working or processing takes place.

3. Each Party shall provide that all costs considered for the calculation of VAC are recorded and maintained in conformity with the Generally Accepted Accounting Principles applicable in the territory of a Party where the goods are produced.

Article 4.6 **Value of Materials Used in Production**

1. When, in the territory of a Party, the producer of the goods acquires non-originating materials within that Party, the value of such materials shall not include freight, insurance, packing costs and any other costs connected only with domestic transportation of those materials from the location of the supplier to the location of production.

2. Each Party shall provide that for non-originating materials, the cost of waste and spoilage resulting from the use of the materials in the production of the goods may be deducted from the value of the materials less the value of reusable scrap or by-product.

3. If the cost or expense listed in paragraphs 1 and 2 is unknown or documentary evidence of the amount of the adjustment is not available, then no adjustment is allowed for that particular cost.

Article 4.7 **Insufficient Working or Processing**

1. The following operations undertaken exclusively by themselves or in combination with each other are considered to be insufficient to meet the requirements of paragraphs (b) and (c) of Article 4.3 (Origin Criteria):

- (a) preserving operations to ensure that a product retains its condition during transportation and storage;
- (b) freezing or thawing;
- (c) packaging and re-packaging;

- (d) washing, cleaning, removing dust, oxide, oil, paint or other coverings;
- (e) ironing or pressing of textiles;
- (f) colouring, polishing, varnishing, oiling;
- (g) husking, partial or total bleaching, polishing and glazing of cereals and rice;
- (h) operations to colour sugar or form sugar lumps;
- (i) peeling and removal of stones and shells from fruits, nuts and vegetables;
- (j) sharpening, grinding;
- (k) simple cutting;
- (l) sifting, screening, sorting, classifying;
- (m) placing in bottles, cans, flasks, bags, cases, boxes, fixing on surface and all other packaging operations;
- (n) affixing or printing marks, labels, logos and other like distinguishing signs on products or their packaging;
- (o) mixing of goods of different origin provided that the characteristics of the resulting product are not essentially different from the characteristics of the goods which have been mixed;
- (p) simple assembly of a product;
- (q) disassembly of products into parts; and
- (r) slaughter of animals.

2. For the purposes of paragraph 1, “simple” describes activities which do not require special skills or machines, apparatus or equipment especially designed for carrying out such activities.

Article 4.8

Accumulation of Origin

1. Each Party shall provide that goods or materials originating in a Party that are used in the production of goods in the territory of the other Party are considered as originating in the territory of a Party where the last operations other than those referred to in paragraph 1 of Article 4.7 (Insufficient Working or Processing) have been carried out.
2. Each Party shall provide that production undertaken on non-originating materials in the territory of one or more of the Parties by one or more producers may contribute toward the originating content of goods for the purpose of determining their origin, regardless of whether that production was sufficient to confer origin on the material itself.
3. Each Party shall provide that if non-originating materials are used in the production of goods, the following may be counted as originating content for the purpose of determining whether the goods meet a VAC requirement:
 - (a) the value of processing non-originating materials undertaken in the territory of one or more of the Parties; and
 - (b) the value of any originating material used in the production of non-originating materials undertaken in the territory of one or more of the Parties.
4. The origin of such materials shall be confirmed by a Certificate of Origin (Form EAS) issued by an authorised body.

Article 4.9

Materials Used in Production

Each Party shall provide that if non-originating materials undergo further production such that they satisfy the requirements of this Chapter, the materials are treated as originating when determining the origin of the subsequently produced goods, regardless of whether such materials were produced by the producer of the goods.

Article 4.10
De Minimis

1. Each Party shall provide that goods that contain non-originating materials that do not satisfy the applicable change in tariff classification requirement specified in Annex 4 – 4 (Product Specific Rules) are nonetheless originating if the value of all these materials does not exceed ten (10) per cent of the FOB value of the goods and the goods meet all the other applicable requirements of this Chapter.
2. Paragraph 1 applies only when using non-originating materials in the production of other goods.
3. If the goods described in paragraph 1 are also subject to a VAC requirement, the value of those non-originating materials shall be included in the value of non-originating materials for the purpose of calculating the applicable VAC requirement.

Article 4.11
Direct Consignment

1. Each Party shall provide that originating goods retain their origin if the goods have been transported directly from the territory of the exporting Party to the territory of the importing Party without passing through the territory of a non-party.
2. Each Party shall provide that if originating goods are transported through the territory of one or more non-parties, the goods retain their origin provided that:
 - (a) transit through the territory of non-parties is justified for geographical reasons or related exclusively to transport requirements;
 - (b) the goods have not entered into trade or consumption there and remain under the control of the customs administration in the territory of the non-parties; and
 - (c) the goods do not undergo any operation outside the territories of the Parties other than: unloading; reloading (including with the change of means of transportation and containers); storing; labelling or marking required by the importing Party; or any other operation necessary to preserve them in good condition or to transport them to the territory of the importing Party.

3. A declarant shall submit appropriate documentary evidence to the customs authorities of the importing Party confirming that the conditions set out in paragraph 2 have been fulfilled. Such evidence shall be provided to the customs authorities of the importing Party by submission of:

(a) transport documents covering the passage from the territory of one Party to the territory of the other Party containing:

(i) an exact description of the goods; and

(ii) where applicable:

(A) the names of the ships, or the other means of transport used;

(B) the numbers of containers;

(C) the conditions under which the goods remained in the non-party of transit;

(D) the marks of the customs authorities of the non-party of transit;

(E) the dates of unloading and reloading of the goods; or

(b) a document issued by the customs authorities of the non-party of transit, containing the information referred to in subparagraph (a).

4. A declarant may submit other supporting documents besides those mentioned in paragraph 3 to prove that the requirements of paragraph 2 are fulfilled.

Article 4.12 **Fungible Goods or Materials**

1. Where identical and interchangeable originating and non-originating goods or materials are used in the manufacture of the goods, those materials shall be physically segregated, according to their origin, during storage.

2. Where considerable cost, industrial practice or material difficulties arise in keeping separate stocks of originating and non-originating materials which are identical and interchangeable, the authorised bodies may, at the written request of

producers, authorise the management of materials using the accounting segregation method without keeping the materials in separate stocks. The authorisation shall be granted only if, by the use of the accounting segregation method, it can be ensured that, at any time, the number of goods obtained which could be considered as originating in a Party is the same as the number of goods that would have been obtained by using a method of physical segregation of the stocks.

3. The selected accounting segregation method shall be recorded, applied and maintained in accordance with Generally Accepted Accounting Principles applicable in the Party in which the goods are manufactured throughout the fiscal year for the person that selected it.

4. The producer using the selected accounting segregation method mentioned in paragraph 3 shall keep all documentary evidence of origin of the materials for a period of no less than three (3) years. At the request of the verification authority of the exporting Party, the producer shall provide a satisfactory statement on how the stocks have been managed.

5. The authorised bodies shall monitor the use of the authorisation referred to in paragraph 2 and may withdraw it if the manufacturer makes improper use of it or fails to fulfil any of the other conditions laid down in this Chapter.

Article 4.13

Third Party Invoicing

The importing Party shall grant preferential tariff treatment for originating goods in cases where the sales invoice is issued either by a company registered in a non-party or by an exporter in the exporting Party for the account of the said company, provided that the goods meet the requirements of this Chapter.

Article 4.14

Packaging Materials and Containers for Retail Sale

1. Each Party shall provide that packaging materials and containers in which goods are packaged for retail sale, if classified with the goods, shall be considered as part of such goods and have the same origin.

2. Each Party shall provide that if goods are subject to a VAC requirement, the value of the packaging materials and containers in which the goods are packaged for retail sale, if classified with the goods, is taken into account as either

originating or non-originating, as the case may be, in calculating the VAC of the goods.

Article 4.15
Packing Materials and Containers for Shipment

Each Party shall provide that packing materials and containers exclusively for shipment are disregarded in determining whether the goods are originating.

Article 4.16
**Accessories, Spare Parts, Tools and Instructional or
Other Information Materials**

1. Each Party shall provide that:
 - (a) in determining whether goods are wholly obtained or produced, or satisfy a process or change in tariff classification requirement as set out in Annex 4 – 4 (Product Specific Rules), accessories, spare parts, tools or instructional or other information materials, as described in paragraph 3 are to be disregarded; and
 - (b) in determining whether goods meet a VAC requirement, the value of the accessories, spare parts, tools or instructional or other information materials, as described in paragraph 3, is to be taken into account as either originating or non-originating materials, as the case may be, in calculating the VAC of the goods.
2. Each Party shall provide that accessories, spare parts, tools or instructional or other information materials, as described in paragraph 3, have the origin of the goods with which they are delivered.
3. For the purposes of this Article, accessories, spare parts, tools and instructional or other information materials are covered when:
 - (a) the accessories, spare parts, tools and instructional or other information materials are classified with, delivered with and not invoiced separately from the goods; and
 - (b) the types, quantities and value of the accessories, spare parts, tools and instructional or other information materials are customary for those goods.

Article 4.17

Sets of Goods

1. Each Party shall provide that for a set classified as a result of the application of rules 3(a) or 3(b) of the General Rules for the Interpretation of the Harmonized System, the origin of the set shall be determined in accordance with the product specific rule of origin that applies to the set.
2. Each Party shall provide that for a set classified as a result of the application of rule 3(c) of the General Rules for the Interpretation of the Harmonized System, the set is originating only if all goods in the set are originating and both the set and the goods meet the other applicable requirements of this Chapter.
3. Notwithstanding paragraph 2, for a set classified as a result of the application of rule 3(c) of the General Rules for the Interpretation of the Harmonized System, the set is originating if the value of all non-originating goods in the set does not exceed ten (10) per cent of the FOB value of the set.

Article 4.18

Indirect Materials

In order to determine the origin of goods, the origin of the following indirect materials which might be used in the production of such goods and not be incorporated into such goods shall not be taken into account:

- (a) fuel, energy, catalysts and solvents;
- (b) tools, dies and moulds;
- (c) spare parts and materials used in the maintenance of equipment and buildings;
- (d) lubricants, greases, compounding materials and other materials used in production or used to operate equipment and buildings;
- (e) gloves, glasses, footwear, clothing, safety equipment and supplies;
- (f) equipment, devices and supplies used to test or inspect the goods; and
- (g) any other material that is not incorporated into the goods but the use of which in the production of the goods can reasonably be demonstrated to be a part of that production.

Section B: Documentary Proof of Origin

Article 4.19

Claim for Preferential Tariff Treatment

1. For the purposes of obtaining preferential tariff treatment in accordance with Article 2.6 (Elimination and Reduction of Customs Duties), the declarant shall submit a Certificate of Origin (Form EAS) in paper form to the customs authorities of the importing Party, in accordance with the requirements of this Section, except in circumstances stipulated in Articles 4.20 (Declaration of Origin) and 4.21 (Waiver of Documentary Proof of Origin).
2. The Certificate of Origin submitted to the customs authorities of the importing Party shall be an original, valid and in conformity with the format as set out in Annex 4 – 1 (Certificate of Origin (Form EAS)) and shall be duly completed in the English language in accordance with the requirements set out in Annex 4 – 2 (Instructions for Completing a Certificate of Origin (Form EAS)).
3. The Certificate of Origin shall be valid for a period of twelve (12) months from the date of issuance and shall be submitted to the customs authorities of the importing Party within that period but not later than the release of goods, except in the circumstances stipulated in paragraph 5.
4. When the interested Parties use in trade between them the Electronic Certification System (hereinafter referred to as “ECS”) as provided by Article 4.32 (Electronic Certification System), the hard copy of a Certificate of Origin shall not be required. In this case, the date and number of such Certificate of Origin shall be specified in the import customs declaration.
5. If the importer is not in possession of a Certificate of Origin at the time of importation, the importing Party shall either impose the applied Most-Favoured-Nation customs duty or require payment of a deposit on the imported goods, where applicable. In such a case, the importer may make a claim for preferential tariff treatment and refund of either any excess customs duty or deposit paid within twelve (12) months from the time of registration of the import customs declaration in accordance with the laws and regulations of the importing Party provided that all requirements of Article 4.27 (Granting Preferential Tariff Treatment) have been met.

Article 4.20 Declaration of Origin

1. For the purposes of obtaining preferential tariff treatment where the customs value of a consignment of originating goods does not exceed five thousand (5,000) US dollars or the equivalent value in the importing Party's currency, a Declaration of Origin shall be accepted in place of a Certificate of Origin.
2. The Parties shall ensure that such importation does not form part of one or more consignments that may reasonably be considered to have been undertaken or arranged for the purposes of avoiding the submission of a Certificate of Origin.
3. Declarations of Origin shall be made out by the producer or exporter by typing or printing on the invoice or other shipping documents in the English language based on the template in Annex 4 – 3 (Declaration of Origin). Declarations of Origin shall bear the original signature of the producer, exporter or its authorised representative in handwriting.
4. A Declaration of Origin shall cover originating goods under one consignment and shall remain valid for twelve (12) months from the date of issuance.
5. The producer or exporter making out a Declaration of Origin shall be prepared to submit upon the request of the customs authorities of the importing Party, via the verification authority of the exporting Party, all appropriate documents proving the origin of the goods concerned, as well as the fulfilment of the other requirements of this Chapter.
6. Where the customs authorities of the importing Party have a reasonable doubt as to the authenticity of a Declaration of Origin or the compliance of the goods concerned with the origin criteria, they may request that the importer present a Certificate of Origin. Such request shall be made in writing and shall state the reasons for which the request is made.

Article 4.21 Waiver of Documentary Proof of Origin

Documentary proof of origin is not required for the purpose of obtaining preferential tariff treatment for an importation of goods where the customs value of such goods does not exceed two hundred (200) US dollars or the equivalent value in the importing Party's currency, provided that the importation does not form part of one or more consignments that may reasonably be considered to have been

undertaken or arranged for the purposes of avoiding the submission of the documentary proof of origin.

Article 4.22

Issuance of Certificate of Origin

1. The Certificate of Origin shall be issued by the authorised body to either the producer of the exporting Party or the exporter prior to or at the time of exportation when the goods to be exported are considered originating in a Party within the meaning of this Chapter.
2. The Certificate of Origin shall cover originating goods under one consignment.
3. Each Certificate of Origin shall bear a unique reference number separately given by the authorised body.
4. If all goods covered by the Certificate of Origin cannot be listed on a single sheet of Certificate of Origin (Form EAS) as set out in Annex 4 – 1 (Certificate of Origin (Form EAS)), other sheets of Certificate of Origin (Form EAS) may be used as additional pages to the Certificate of Origin.
5. The Certificate of Origin (Form EAS) shall comprise one original and two copies.
6. A copy of the Certificate of Origin (Form EAS) shall be retained by the authorised body in the exporting Party. Another copy shall be retained by the exporter.
7. Without prejudice to paragraph 3 of Article 4.19 (Claim for Preferential Treatment), in exceptional cases, where a Certificate of Origin (Form EAS) has not been issued prior to or at the time of exportation, it may be issued retroactively within a period of twelve (12) months from the date of departure (shipment) and shall be marked “ISSUED RETROACTIVELY”.
8. Upon establishment of the ECS as provided in Article 4.32 (Electronic Certification System), the provisions of that Article shall prevail.
9. The Certificate of Origin, based on the format as set out in Annex 4 – 1 (Certificate of Origin (Form EAS)), shall be signed and stamped. The signature may be applied electronically.

10. If the authorised body of the exporting Party establishes that a Certificate of Origin already presented to the importing Party, including certificates identified by the importing customs authority via a verification request, is issued on the basis of invalid or incorrect documents or information which has an effect on the origin of the goods, the authorised body of the exporting Party has to cancel the Certificate of Origin and promptly notify the central customs authority of the importing Party indicated in the Certificate of Origin.

Article 4.23 Minor Discrepancies

Each Party shall provide that:

- (a) where the origin of the goods is not in doubt, the discovery of minor discrepancies between the statements made in the Certificate of Origin and those made in the documents submitted to the customs authority of the importing Party for the purpose of carrying out the formalities for importing the goods shall not *ipso facto* invalidate the Certificate of Origin, if it does in fact correspond to the same goods presented; and
- (b) for multiple goods declared under the same Certificate of Origin, a problem encountered with one of the goods listed shall not affect or delay the granting of preferential tariff treatment and customs clearance of the remaining goods listed in the Certificate of Origin.

Article 4.24 Specific Cases of Issuance of Certificate of Origin

1. In the event of theft, loss or destruction of a Certificate of Origin, either the producer or exporter may apply to the authorised body specifying the reasons for such application for a certified duplicate of the original Certificate of Origin. The duplicate shall be made on the basis of the previously issued Certificate of Origin and supporting documents.
2. A certified duplicate shall bear the words “DUPLICATE OF THE CERTIFICATE OF ORIGIN NUMBER ___ DATE ___”. The certified duplicate of a Certificate of Origin shall be valid no longer than twelve (12) months from the date of issuance of the original Certificate of Origin.
3. In case of detection of accidental errors or omissions made in the original Certificate of Origin after the release of goods in the importing Party and within

the record-keeping requirements set out in Article 4.26 (Record-Keeping Requirements), the authorised body shall issue a Certificate of Origin in substitution for the original Certificate of Origin. In this instance, the Certificate of Origin shall bear the words “ISSUED IN SUBSTITUTION FOR THE CERTIFICATE OF ORIGIN NUMBER ___ DATE ___”.

Article 4.25 **Alterations in Certificate of Origin**

Neither erasures nor superimpositions shall be allowed on a Certificate of Origin. Any alteration shall be made by striking out the erroneous data and printing any additional information required. Such alteration shall be approved by a person authorised to sign the Certificate of Origin and certified by an official seal of the appropriate authorised body who had issued the Certificate of Origin.

Article 4.26 **Record-Keeping Requirements**

1. A producer or exporter applying for the issuance of a Certificate of Origin shall keep all records and copies of documents submitted to the authorised body for a period of no less than three (3) years from the date of issuance of the Certificate of Origin.
2. An importer who has been granted preferential tariff treatment must keep a copy of the Certificate of Origin, for a period of no less than three (3) years from the date on which the preferential tariff treatment was granted.
3. The records to be maintained may include electronic records and shall be maintained in accordance with the laws, regulations and practices of each Party.
4. An application for a Certificate of Origin and all documents related to such application shall be retained by the authorised body for a period of three (3) years from the date of issuance of the Certificate of Origin.
5. A producer or exporter making out a Declaration of Origin shall keep all records and copies of documents proving the origin of the goods concerned for a period of three (3) years from the date of issuance of the Declaration of Origin.

Section C: Preferential Tariff Treatment

Article 4.27

Granting Preferential Tariff Treatment

1. Preferential tariff treatment under this Agreement shall be applied to originating goods that satisfy the requirements of this Chapter.
2. Customs authorities of the importing Party shall grant preferential tariff treatment to originating goods of the exporting Party provided that:
 - (a) importing goods satisfy the origin criteria referred to in Article 4.3 (Origin Criteria);
 - (b) the declarant complies with the requirements of this Chapter; and
 - (c) a valid and duly completed original Certificate of Origin (or Declaration of Origin) has been submitted in accordance with the requirements of Section B to the customs authorities of the importing Party.
3. Notwithstanding paragraph 2, where the customs authorities of the importing Party have a reasonable doubt as to the origin of the goods for which preferential tariff treatment is claimed or the authenticity of the submitted Certificate of Origin (or Declaration of Origin), such customs authorities may suspend or deny the application of preferential tariff treatment to such goods. However, the goods can be released in accordance with the requirements of such Party's laws and regulations.

Article 4.28

Denial of Preferential Tariff Treatment

1. Where the goods do not meet the requirements of this Chapter or where the importer or exporter fails to comply with the requirements of this Chapter, the customs authorities of the importing Party may deny preferential tariff treatment and recover unpaid customs duties in accordance with the importing Party's laws and regulations.

2. The customs authorities of the importing Party may deny preferential tariff treatment if:

- (a) the goods do not meet the requirements of this Chapter to consider them as originating in the exporting Party;
- (b) the other requirements of this Chapter are not met, including:
 - (i) the requirements of Article 4.11 (Direct Consignment); or
 - (ii) the format as set out in Annex 4 – 1 (Certificate of Origin (Form EAS)) in which the documentary proof of origin is to be submitted, or the requirements set out in Annexes 4 – 2 (Instructions for Completing a Certificate of Origin (Form EAS)) or 4 – 3 (Declaration of Origin);
- (c) the verification procedures undertaken under Articles 4.33 (Verification of Origin) and 4.34 (Verification Visit) are unable to determine the origin of the goods or indicate the inconsistency of the origin criteria;
- (d) the verification authority of the exporting Party has confirmed that the Certificate of Origin had not been issued (for instance, the Certificate of Origin had been forged) or had been annulled (withdrawn);
- (e) the customs authorities of the importing Party receive no reply within a maximum of six (6) months after the date of a verification request made to the verification authority of the exporting Party, or the response to the request does not contain sufficient information to conclude whether the goods originate in a Party; or
- (f) the customs authorities of the importing Party within sixty (60) days from the date of the notification, stipulated in paragraph 2 of Article 4.34 (Verification Visit), do not receive a written consent from the verification authority of the exporting Party, pursuant to paragraph 4 of Article 4.34 (Verification Visit), for conducting a verification visit or receive a refusal to conduct such verification visit.

3. In cases as set out in subparagraph 2(b), the customs authorities of the importing Party are not required to make a verification request, as provided in Article 4.33 (Verification of Origin), to the verification authority of the exporting Party for the purposes of making decisions on denial of preferential tariff treatment.

Section D: Administrative Cooperation

Article 4.29 Administrative Cooperation Language

Any notification or communication under this Section shall be conducted between the Parties through the relevant authorities in the English language.

Article 4.30 Authorised Body and Verification Authority

Each Party shall designate or maintain an authorised body and a verification authority.

Article 4.31 Notifications

1. Prior to the issuance of any Certificates of Origin under this Agreement by the authorised body, the Parties shall provide each other, through the appropriate competent authority of Singapore and the Eurasian Economic Commission, respectively, with:
 - (a) names and addresses of each authorised body and verification authority of the Parties (including email address for the purpose of verification);
 - (b) original and legible specimen impressions of their stamps;
 - (c) a sample of the Certificate of Origin to be used; and
 - (d) data on the security features of the Certificate of Origin.
2. Singapore shall provide the Eurasian Economic Commission with the original information referred to in paragraph 1 in sextuple. The Eurasian Economic Commission may request Singapore to provide additional sets of such information.
3. Singapore and the Eurasian Economic Commission shall publish through the internet the information on the names and addresses of the authorised bodies and verification authorities of the Parties.

4. Any change to the information stipulated above shall be notified by the authorities referred to in paragraph 1, in advance and in the same manner.
5. All the information provided according to paragraphs 1 and 4 shall apply from the date of receiving an official letter in paper form containing such information from the appropriate competent authority of Singapore or the Eurasian Economic Commission, respectively.

Article 4.32 **Electronic Certification System**

1. With the aim of simplifying customs operations and the obtaining of preferential tariff treatment, the interested Parties shall develop and support the ECS.
2. The ECS provides to the central customs authorities of the importing Party the opportunity to use the information from the electronic database on Certificates of Origin (Form EAS) issued by the competent authorities of the exporting Party.
3. If the Parties use the ECS in trade between themselves, the hard copies of Certificates of Origin (Form EAS) shall not be applied.
4. The electronic data exchange between the central customs authorities of the importing Party and the authorised body of the exporting Party within the ECS should be implemented using the facilities of the integrated information system of the EAEU.
5. All requirements and specifications for the application of the ECS shall be set out in a separate agreement.
6. The Parties shall endeavour to implement the ECS no later than two (2) years from the date of entry into force of this Agreement.

Article 4.33 **Verification of Origin**

1. Where the customs authorities of the importing Party have reasonable doubts as to the authenticity of a Certificate of Origin (or Declaration of Origin) or the eligibility for preferential tariff treatment of the goods covered by the Certificate of Origin (or Declaration of Origin), or in the case of a random check, they may,

within the record-keeping requirements set out in Article 4.26 (Record-Keeping Requirements), conduct verification by means of:

- (a) written requests for additional information from the importer;
- (b) written requests for additional information from the exporter or producer through the verification authority of the exporting Party; or
- (c) requests to the verification authority of the exporting Party to verify the origin of goods as provided in paragraph 3.

2. All verification requests shall be accompanied by sufficient information to identify the goods concerned. A request to the verification authority of the exporting Party shall be accompanied by a copy of the Certificate of Origin (or Declaration of Origin) and shall specify the circumstances and reasons for the request. A copy of the verification request, and its accompanying documents, shall also be transmitted electronically from the customs authority of the importing Party to the verification authority in the exporting Party, via the contact addresses referred to in subparagraph 1(a) of Article 4.31 (Notifications).

3. The verification authority, in response to a verification request under subparagraph 1(c), shall promptly confirm whether the Certificate of Origin (or Declaration of Origin) was issued in the exporting Party, and in cases where the verification request concerns the fulfilment of origin criteria, whether the goods covered under the Certificate of Origin (or Declaration of Origin) are originating in accordance with origin criteria established under this Agreement. The verification authority, if requested by the customs authorities of the importing Party, shall also enclose the supporting documents provided by the exporter or producer on which basis the Certificate of Origin was issued. The customs authorities of the importing Party shall determine whether the goods are eligible for preferential tariff treatment.

4. The customs authority of the importing Party may suspend preferential tariff treatment to the goods concerned while awaiting the results of the verification. In the event that a determination is made by the customs authority that these goods qualify as originating goods of the exporting Party, any suspended preferential tariff treatment shall be reinstated.

5. The verification authority of the exporting Party receiving a verification request shall confirm electronically the receipt of the verification request, and respond to the request promptly within six (6) months after the date of such request. A copy of the response to the verification request shall also be transmitted electronically from the verification authority of the exporting Party to the customs

authority of the importing Party via the contact addresses referred to in subparagraph 1(a) of Article 4.31 (Notifications).

6. To the extent allowed by the Parties' respective laws, regulations and practices, the competent authorities of the Parties shall fully cooperate in any action to verify eligibility of goods for preferential tariff treatment in accordance with this Agreement.

7. The entire process of verification shall be completed within nine (9) months from the date of the verification request.

Article 4.34 Verification Visit

1. If the customs authorities of the importing Party are not satisfied with the outcome of the verification referred to in Article 4.33 (Verification of Origin), they may, under exceptional circumstances, request verification visits to the exporting Party to review the records referred to in Article 4.26 (Record-Keeping Requirements) or observe the facilities used in the production of the goods.

2. Prior to conducting a verification visit pursuant to paragraph 1, the customs authorities of the importing Party shall provide a written notification of their intention to conduct the verification visit to the verification authority of the Party in the territory of which the verification visit is to occur. A copy of the verification visit request shall also be transmitted electronically from the customs authority of the importing Party to the verification authority of the exporting Party.

3. The written notification referred to in paragraph 2 shall be as comprehensive as possible and shall include, *inter alia*:

- (a) the name of the customs authority of the Party issuing the notification;
- (b) the names of the producer or exporter of the goods whose premises are to be visited;
- (c) the proposed date of the verification visit;
- (d) the coverage of the proposed verification visit, including reference to the goods subject to the verification and to the doubts regarding their origin; and

(e) the names and designation of the officials performing the verification visit.

4. The verification authority of the exporting Party shall send the verification request to the producer or exporter of the goods whose premises are to be visited and transfer its written consent to the customs authorities of the importing Party within sixty (60) days from the date of dispatch of the notification pursuant to paragraph 2.

5. Where a written consent from the verification authority of the exporting Party is not obtained within sixty (60) days from the date of dispatch of the notification pursuant to paragraph 2 or the customs authorities of the importing Party receive a refusal to conduct the verification visit, the customs authorities of the importing Party shall deny preferential tariff treatment to the goods referred to in the Certificate(s) of Origin that would have been subject to the verification visit.

6. Any verification visit shall be launched within sixty (60) days from the date of the receipt of written consent and finished within a reasonable period of time.

7. The customs authority conducting the verification visit shall, within a maximum period of ninety (90) days from the first day the verification visit was conducted, provide the producer or exporter of the goods, whose goods and premises are subject to such verification, and the verification authority of the exporting Party with a written determination of the outcomes of the verification visit.

8. The verification visit, including the visit itself, and the determination of whether the goods concerned are either originating or not, shall be carried out and its results shall be sent to the verification authority of the exporting Party within a maximum of two hundred and ten (210) days. Before the results of the verification visit are available, paragraph 3 of Article 4.27 (Granting Preferential Tariff Treatment) may be applied.

9. Any suspended or denied preferential tariff treatment shall be reinstated upon the written determination that the goods qualify as originating and the origin criteria under this Agreement are fulfilled.

10. The verification team must be formed by the central customs authority of the importing Party in accordance with the importing Party's laws and regulations.

11. The verification authority or the authorised body of the exporting Party shall facilitate the verification visit conducted by the customs authorities of the importing Party.

12. The producer or exporter of the goods who has given consent for the verification visit shall assist in its implementation and provide access to the premises, financial (accounting) and production documents related to the subject of the verification visit and shall provide any additional information or documents, if so requested.

13. If there are obstacles by the authorities or entities of the exporting Party during the verification visit, which result in the absence of possibility to conduct the verification visit, the importing Party has the right to deny preferential tariff treatment to the goods concerned.

14. All costs relating to the conduct of the verification visit shall be borne by the importing Party.

Article 4.35 Penalties

Each Party shall provide for criminal or administrative penalties for violations of its respective laws and regulations related to this Chapter.

Article 4.36 Sub-Committee on Rules of Origin

1. The Parties hereby establish a Sub-Committee on Rules of Origin (hereinafter referred to as “the ROO Sub-Committee”), composed of representatives of each Party. The ROO Sub-Committee shall consult regularly to ensure that this Chapter is administered effectively, uniformly and consistently with the spirit and objectives of this Agreement, and shall cooperate in the administration of this Chapter.

2. The ROO Sub-Committee shall have the following functions:

(a) reviewing and making appropriate recommendations to the Joint Committee on:

(i) transposition of Annex 4 – 4 (Product Specific Rules) according to the amendments to the Nomenclature appended to the International Convention on the Harmonized Commodity Description and Coding System. Such transposition shall be carried out without impairing the existing commitments and shall be completed in a timely manner;

- (ii) implementation and operation of this Chapter, including proposals for establishing implementing arrangements;
 - (iii) failure to fulfil the obligations by the Parties, as determined in this Chapter;
 - (iv) any amendments or modifications to the provisions of this Chapter and to Annexes 4 – 1 (Certificate of Origin (Form EAS)), 4 – 2 (Instructions for Completing a Certificate of Origin (Form EAS)), 4 – 3 (Declaration of Origin) and 4 – 4 (Product Specific Rules); and
 - (v) the technical aspects of submission and the format of the electronic certification of origin or technical aspects of the ECS.
- (b) considering any other matter proposed by a Party related to this Chapter;
 - (c) reporting the findings of the ROO Sub-Committee to the Joint Committee; and
 - (d) performing other functions as may be delegated by the Joint Committee pursuant to Article 15.1 (Joint Committee).
3. The ROO Sub-Committee shall meet at such times as the Parties mutually decide to consider any matters arising under this Chapter. Meetings shall take place in such locations and through such means as the Parties mutually decide.
4. A provisional agenda for each meeting shall be forwarded to the Parties, as a general rule, no later than one (1) month before the meeting.

Article 4.37

Goods in Transportation or Storage

Within three (3) months from the date of entry into force of this Agreement, originating goods which are in transportation from the exporting Party to the importing Party or which are in temporary storage in the importing Party should be granted preferential tariff treatment, provided that all requirements of Article 4.27 (Granting Preferential Tariff Treatment) have been met.

ANNEX 4 – 1

CERTIFICATE OF ORIGIN (FORM EAS)

1. Exporter (business name, address, country)		4. № _____			
2. Importer/Consignee (business name, address, country)		EAEU-SINGAPORE FTA Certificate of Origin (Form EAS)			
3. Means of transport and route (as far as known) Departure date Vessel's name/Aircraft etc. Port of Discharge		5. For official use			
6. Items number	7. Marks, number and kind of packages	8. Description of goods (including HS code)	9. Origin criterion	10. Quantity of goods	11. Number and date of invoice
12. Certification It is hereby certified, on the basis of control carried out, that the declaration by the applicant is correct		13. Declaration by the applicant			
Place Date Signature Stamp		The undersigned hereby declares that the above details are correct, that all goods were produced in _____ (country)			
14. <input type="checkbox"/> Third Party Invoicing <input type="checkbox"/> <i>De Minimis</i> <input type="checkbox"/> Accumulation <input type="checkbox"/> Asian Food Products <input type="checkbox"/> Partial Cumulation		and that they comply with the rules of origin as provided in Chapter 4 (Rules of Origin) of the EAEU-Singapore FTA			
		Place Date Signature Stamp			

ANNEX 4 – 2**INSTRUCTIONS FOR COMPLETING A CERTIFICATE OF ORIGIN
(FORM EAS)**

The Certificate of Origin (Form EAS) shall:

- (a) be in the English language and printed on A4 size paper in conformity with the specimen set out in Annex 4 – 1;
- (b) contain the minimum data required in all boxes; and
- (c) bear a signature of an authorised signatory and official seal of the authorised body and security features. The signature may be applied electronically. The official seal shall not be a facsimile.

Unfilled spaces in Boxes 6 through 11 shall be crossed out to prevent any subsequent addition.

Box 1: Enter details of the exporter of the goods: business name, address and country.

Box 2: Enter details of the importer, consignee (if known): business name, address and country.

Box 3: Enter details of transportation, as far as known, such as departure (shipment) date; means of transport (vessel, aircraft, etc.); and place (port, airport) of discharge.

Box 4: Enter details of unique reference number, issuing country and country to be submitted to.

Box 5: Enter the words:

“DUPLICATE OF THE CERTIFICATE OF ORIGIN
NUMBER ___ DATE ___” in case of replacement of the original Certificate of Origin.

“ISSUED IN SUBSTITUTION FOR THE CERTIFICATE OF ORIGIN
NUMBER ___ DATE ___” in case of substitution of the original Certificate of Origin.

“ISSUED RETROACTIVELY” in exceptional cases, where a Certificate of Origin has not been issued prior to or at the time of exportation.

Box 6: Enter the item number.

Box 7: Enter the number and kind of packages, and, if applicable, marks of packages.

Box 8: The description of the goods must be sufficiently detailed to enable identification of the goods by the customs officers examining them. The description shall also contain the indication of the HS code.

In cases where the goods are classified in an “ex” subheading, the description contained in Box 8 shall be identical to the description in Annex 4 – 4 (Product Specific Rules).

Box 9: For each of the goods indicated in Box 8, enter the origin criteria in the manner shown in the following table:

Origin criteria	Insert in Box 9
(a) Goods wholly obtained or produced in a Party as provided for in Article 4.4 (Wholly Obtained or Produced Goods)	WO
(b) Goods produced in a Party exclusively from originating materials from one or more of the Parties as provided for in Article 4.3 (Origin Criteria)	PE
(c) Goods produced in a Party using non-originating materials, which satisfy the requirements of product specific rules specified in Annex 4 – 4 (Product Specific Rules)	“CC”, “CTH”, “CTSH”, “VAC___%”, “PSR”*

* If for particular goods more than one product specific rule is established in Annex 4 – 4 (Product Specific Rules), Box 9 shall indicate which particular rule was met.

In case the Value Added Content (hereinafter referred to as “VAC”) rule was used, Box 9 shall indicate the share of the VAC that was met (for example, VAC 51%).

The abbreviation “PSR” shall be indicated when Annex 4 – 4 (Product Specific Rules) establishes a rule other than “CTC” (“CC”, “CTH”, “CTSH”) or “VAC___%”.

Box 10: Enter the quantity of goods: gross weight (kg) or other measurement (pcs, litres, etc.). The actual weight of delivered goods shall not exceed five (5) per cent of the weight specified in the Certificate of Origin.

Box 11: Enter the invoice number(s) and date(s) of invoice(s) submitted to an authorised body for the issuing of the Certificate of Origin.

Box 12: Enter the place and date of issuance of the Certificate of Origin, signature of an authorised signatory and impression of stamp of an authorised body.

Box 13: Enter the country of origin of goods (on the one side – the EAEU Member State, on the other side – Singapore), place and date of declaration, signature and impression of stamp of the applicant.

Box 14: Tick the box (✓) if:

- the invoice is issued by a person registered in a non-party (Article 4.13 (Third Party Invoicing));
- the rule of *de minimis* is applied (Article 4.10 (*De Minimis*));
- the goods originating in one Party are used in the other Party as materials for finished goods (Article 4.8 (Accumulation of Origin));
- the goods satisfy the requirements for “Asian food products” and are classified in an “ex” subheading in Annex 4 – 4 (Product Specific Rules);
- the rule of partial cumulation, as provided by paragraph 2 of Article 4.8 (Accumulation of Origin), is applied.

ANNEX 4 – 3**DECLARATION OF ORIGIN**

“The producer or exporter _____¹ declares that the country of origin of goods covered by this document is _____² in accordance with the rules of origin under the EAEU – Singapore Free Trade Agreement.”
₃

(Name of the signatory, signature, date)

Notes:

1. The business name of either the producer or exporter of goods in accordance with accompanying documents.
2. The name of country of origin of goods.
3. The full name of the signatory, signature and date of issuance.

ANNEX 4 – 4

PRODUCT SPECIFIC RULES

Annex 4 – 4 (Product Specific Rules) is attached as a separate volume.

CHAPTER 5

CUSTOMS COOPERATION AND TRADE FACILITATION

Article 5.1 Objectives

The objectives of this Chapter are to:

- (a) ensure predictability, consistency and transparency in the application of customs laws and regulations of the Parties;
- (b) promote efficient administration of customs procedures and the expeditious clearance of goods;
- (c) simplify customs procedures of the Parties and harmonise them to the extent possible with relevant international standards;
- (d) promote co-operation among the customs authorities of the Parties;
and
- (e) facilitate trade between the Parties, including through a strengthened environment for global and regional supply chains.

Article 5.2 Scope

This Chapter shall apply, in accordance with the Parties' respective laws, regulations and rules, to customs procedures applied to goods traded between the Parties.

Article 5.3 Definitions

For the purposes of this Chapter:

“**customs authority**” means the competent authority that is responsible under the law of each Party for the administration of customs laws and regulations;

“**customs laws and regulations**” means the statutory and regulatory provisions applicable or enforceable by the respective customs authority of each Party; and

“**customs procedures**” means the treatment applied by the customs authority of each Party to goods which are subject to that Party’s customs laws and regulations.

Article 5.4

Customs Procedures and Facilitation

1. Each Party shall ensure that its customs procedures and practices are predictable, consistent, transparent and facilitate trade.
2. Customs procedures of each Party shall, where possible and to the extent permitted by its customs laws and regulations, conform with the standards and recommended practices of the World Customs Organization.
3. Each Party shall review its customs laws and regulations with a view to their simplification to facilitate trade.

Article 5.5

Publication and Availability of Information

1. Each Party shall promptly publish the following information in a non-discriminatory and easily accessible manner, in order to enable interested persons to become acquainted with them:
 - (a) importation, exportation and transit procedures (including port, airport and other entry-point procedures) and required forms and documents;
 - (b) applied rates of duties and taxes of any kind imposed on or in connection with importation or exportation;
 - (c) rules for the classification or the valuation of products for customs purposes;
 - (d) laws, regulations and administrative rulings of general application relating to rules of origin;
 - (e) import, export or transit restrictions or prohibitions;

- (f) fees and charges imposed by or for governmental agencies on or in connection with importation, exportation or transit;
 - (g) penalty provisions against breaches of import, export or transit formalities;
 - (h) appeal or review procedures;
 - (i) agreements or parts thereof with any country or countries relating to importation, exportation or transit; and
 - (j) procedures relating to the administration of tariff quotas.
2. Each Party shall make available, and update to the extent possible and as appropriate, the information stipulated in paragraph 1 through the internet.
 3. The Parties shall endeavour to make the information in paragraph 1 available through the internet in the English language.
 4. Each Party shall, in a manner consistent with its laws and regulations, provide opportunities and an appropriate time period for interested persons to comment on the proposed introduction or amendment of laws and regulations of general application related to the movement, release and clearance of goods, including goods in transit.
 5. Each Party shall designate inquiry points to address inquiries by interested persons concerning customs and trade facilitation matters. Such inquiries, if made in the English language, shall be replied in the English language.

Article 5.6 Customs Valuation

The customs value of goods traded between the Parties shall be determined in accordance with the customs laws and regulations of the Parties based on the general principles and rules provided in Article VII of the GATT 1994 and Agreement on Implementation of Article VII of the GATT 1994.

Article 5.7

Tariff Classification

Parties shall apply commodity nomenclatures based on the latest edition of the Harmonized System set out in the Annex to the International Convention on the Harmonized Commodity Description and Coding System of 24 June 1986 to goods traded between them.

Article 5.8

Advance Rulings

1. Each Party shall issue an advance ruling on an application of the exporter, importer or any person with respect to origin of goods and tariff classification of goods. The Parties shall also endeavour to adopt or maintain the issuance of advance rulings in respect of the application of the method to be used for determining the customs value.
2. A Party may require that the applicant have legal representation or registration in its territory.
3. The Parties shall issue advance rulings:
 - (a) with respect to tariff classification of goods, within a period of sixty (60) days on receipt of all necessary information; and
 - (b) with respect to origin of goods, within a period of ninety (90) days on receipt of all necessary information.
4. The Parties shall endeavour to issue advance rulings with respect to the application of the method to be used for determining the customs value within a period of ninety (90) days on receipt of all necessary information.
5. The Parties are encouraged to reduce the abovementioned periods referred to in paragraphs 3 and 4 through their respective laws and regulations.
6. An advance ruling with respect to tariff classification of goods is valid for at least three (3) years from the date of issuance or other period of time exceeding such period as stipulated in the issuing Party's laws and regulations.
7. An advance ruling with respect to origin of goods and the application of the method to be used for determining the customs value shall be valid for a reasonable period of time from the date of issuance.

8. The issuing Party may modify, invalidate or revoke an advance ruling:
- (a) if the ruling was based on an error of fact or on false or inaccurate information;
 - (b) if there is a change in the material facts or circumstances on which the ruling was based; or
 - (c) to conform with a judicial decision or a change in its laws and regulations.
9. Each Party shall provide that any modification, invalidation or revocation of an advance ruling shall be effective on the date on which the modification, invalidation or revocation is issued, or on such later date as may be specified therein, and shall not be applied to importations of a good that have occurred prior to that date, unless the person to whom the advance ruling was issued has submitted false or inaccurate information.
10. Where a Party modifies an advance ruling with retroactive effect, it may only do so if the error made in the ruling does not affect the information on the tariff classification of goods or on the origin of goods.
11. Where each Party modifies, invalidates or revokes an advance ruling, it shall provide written notice to the applicant setting out the relevant facts and the basis for its decision. Where each Party revokes, modifies or invalidates an advance ruling with retroactive effect, it may only do so if the ruling was based on incomplete, incorrect, false or misleading information.
12. An advance ruling by a Party shall be binding on that Party in respect of the applicant that sought it. The Party may provide that the advance ruling is binding on the applicant.

Article 5.9

Temporary Admission of Goods

In accordance with international standards, customs authorities of the Parties shall facilitate the performance of customs operations for the customs procedure of temporary admission of goods.

Article 5.10

Customs Cooperation

1. In order to enhance cooperation on customs matters, the Parties shall, *inter alia*:
 - (a) set up a dialogue with a view to exchanging best practices in the customs sphere and information and communication technologies implementation;
 - (b) consider developing joint initiatives relating to import, export and other customs procedures, as well as towards ensuring an effective service to the business community; and
 - (c) work together on customs-related aspects of securing and facilitating trade between the Parties and international supply chains.
2. Where a customs authority of an importing Party has reasonable grounds to doubt the truth or accuracy of a declaration, such customs authority may request the customs authority of the exporting Party to provide information for the purpose of verifying an import declaration in identified cases, in accordance with such Party's laws and regulations.
3. A Party's request for information under paragraph 2 shall be in writing, specifying the purpose for which the information is sought and shall be accompanied by sufficient information to identify the goods concerned.
4. The requested Party under paragraph 3 shall provide the written response containing, to the extent possible, the requested information, within ninety (90) days from the date of the request.
5. The requested Party may require, under its laws and regulations, an assurance prior to the provision of information that the specific information will not be used as evidence in criminal investigations, judicial proceedings or in non-customs proceedings without the specific written permission of the requested Party. If the requesting Party is not in a position to comply with this requirement, it should specify this to the requested Party.

Article 5.11
Customs Contact Points

1. The Parties shall designate contact points for matters arising under this Chapter and exchange lists of the designated contact points.
2. The contact points shall endeavour to resolve operational matters covered by this Chapter through consultations.

Article 5.12
Pre-Arrival Processing

1. Each Party shall adopt or maintain procedures allowing for the submission of import documentation and other required information in order to begin processing prior to the arrival of goods with a view to expediting the release of goods upon arrival.
2. Each Party shall, as appropriate, provide for advance lodging of documents in electronic format for pre-arrival processing of such documents.

Article 5.13
Express Shipments

The customs authority of a Party shall ensure that customs operations with respect to express shipments are carried out in accordance with a Party's customs laws and regulations on a priority basis, while maintaining appropriate customs control. Such procedures shall:

- (a) provide for pre-arrival processing of information related to express shipments;
- (b) permit, as a condition for release, the submission of a single document in the form that the Party considers appropriate, such as a single manifest or a single declaration, covering all of the goods in the shipment by an express service company, through, if possible, electronic means;
- (c) minimise, to the extent possible, the documentation required for the release of express shipments; and

(d) allow, in normal circumstances, for an express shipment to be released within four (4) hours from the registration of a customs declaration provided that all necessary customs documentation has been submitted.

Article 5.14 **Release of Goods**

1. Each Party shall adopt or maintain procedures:
 - (a) providing for the release of goods within a period of time no greater than that required to ensure compliance with its customs laws and regulations;
 - (b) allowing goods in normal circumstance to be released within twenty-four (24) hours upon the arrival into the territory of each Party, provided that the relevant customs declaration has been registered and all other regulatory requirements have been met; and
 - (c) allowing importers who have complied with the procedures that the Party may have relating to the determination of value and payment of customs duties, taxes, fees and other charges collected by customs authorities in connection with importation to withdraw goods from customs, but may require importers to provide a guarantee (security) as a condition to the release of goods, if such guarantee (security) is required to ensure that obligations arising from the entry of the goods will be fulfilled, provided that all other regulatory requirements have been met.
2. Each Party shall:
 - (a) ensure that the amount of any guarantee (security) is no greater than the amount the Party requires to ensure payment of customs duties, taxes, fees and other charges collected by customs authorities in connection with importation ultimately due for the goods covered by the guarantee (security);
 - (b) ensure that any guarantee (security) shall be discharged as soon as possible after its customs authorities are satisfied that the obligations arising from the importation of the goods have been fulfilled; and
 - (c) adopt or maintain procedures allowing:
 - (i) importers to provide a guarantee (security) covering multiple entries; and

- (ii) importers to provide a guarantee (security) in any form specified by a Party's laws and regulations.

Article 5.15 Risk Management

1. Each Party shall apply a risk management system by means of a systematic assessment of risks to focus customs control on high-risk consignments and simplify the application of customs control for low-risk consignments with a view to speeding up the release of consignments.
2. Each Party shall design and apply risk management in a manner as to avoid arbitrary or unjustifiable discrimination or a disguised restriction on international trade.
3. Each Party shall base risk management on an assessment of risk through appropriate selectivity criteria. Such selectivity criteria may include, *inter alia*, the Harmonized System code, nature and description of the goods, country of origin, country from which the goods were shipped, value of the goods, compliance record of traders and type of means of transport.

Article 5.16 Post-Clearance Audits

1. With a view to expediting the release of goods, each Party shall adopt or maintain post-clearance audits to ensure compliance with customs and other related laws and regulations.
2. Each Party shall select a person or a consignment for a post-clearance audit in a risk-based manner, which may include appropriate selectivity criteria. Each Party shall conduct post-clearance audits in a transparent manner. Where the person is involved in the audit process and conclusive results have been achieved, the Party shall without delay notify the person whose record is audited of the results, the person's rights and obligations and the reasons for the results, wherever practicable.
3. The information obtained in post-clearance audits may be used in further administrative or judicial proceedings.
4. The Parties shall, wherever practicable, use the results of post-clearance audits in applying risk management.

Article 5.17

Single Window

1. Each Party shall establish or maintain a single window, enabling traders to submit documentation or data required for importation, exportation or transit of goods through a single entry point to the relevant authorities or agencies. After the examination by the relevant authorities or agencies of the documentation or data, the results shall be notified to the applicants through the single window in a timely manner.
2. In cases where required documentation or data has already been received through the single window, the same documentation or data shall not be requested by the relevant authorities or agencies except in urgent circumstances and other limited exceptions which are made public.
3. The Parties shall endeavour to promote the interoperability between the national single windows, which allows the creation of conditions for the mutual recognition of electronic documents and data necessary to carry out trade activities. For these purposes, the Parties shall endeavour to develop institutional, legal and technical bases to ensure information exchange between the national single windows.

Article 5.18

Application of Information Technology and Information Interaction

1. Each Party shall apply information technology to support customs operations in accordance with relevant standards and best practices recommended by the World Customs Organization and other international organisations.
2. In accordance with international standards and principles of carrying out the customs control designed to secure international supply chains, the Parties may, by mutual agreement, establish and apply on a regular basis information exchange between the customs authorities of the Parties with regard to goods traded between the Parties (hereinafter referred to as “electronic information exchange”).
3. The Parties may use the information obtained as a result of electronic information exchange for risk assessment purposes pursuant to Article 5.15 (Risk Management) and with a view to accelerating the release of goods and preventing violations of customs laws.
4. The Parties shall endeavour to implement electronic information exchange based on the use of the technical infrastructure of the Integrated Information

System of the EAEU and the infrastructure of the National Single Window platform of Singapore.

Article 5.19
Electronic Payment of Duties and Taxes

Each Party shall, in accordance with its respective laws and regulations, adopt or maintain procedures allowing the electronic payment of customs duties, taxes, fees and other charges collected by customs authorities in connection with importation and exportation.

Article 5.20
Review and Appeal Procedures

1. Each Party shall provide that the importer, exporter or any other person affected by its administrative decisions on a customs matter have access to:

(a) an administrative review of decisions by its customs authorities, higher than or independent of the official or office responsible for the decision under review; or

(b) a judicial review of the decisions.

2. The decision on appeal shall be given to the appellant and the reasons for such decision shall be provided in writing.

Article 5.21
Penalties

Each Party shall adopt or maintain measures that provide for the imposition of criminal or administrative penalties and, where appropriate, civil penalties for violations of its customs laws and regulations, related to the provisions of this Chapter.

Article 5.22 Confidentiality

1. Nothing in this Chapter shall be construed to require any Party to furnish or allow access to confidential information the disclosure of which it considers would:
 - (a) be contrary to the public interest as determined by its laws and regulations;
 - (b) be contrary to any of its laws and regulations including, but not limited to, laws and regulations protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;
 - (c) impede law enforcement; or
 - (d) prejudice legitimate commercial interests, which may include competitive position, of particular enterprises, public or private.

2. Where a Party provides information to the other Party in accordance with this Chapter and designates the information as confidential, the Party receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and not disclose it without the specific written permission of the Party providing the information.

Article 5.23 Mutual Recognition of Authorised Economic Operators

Each Party shall establish a programme of Authorised Economic Operators and may explore negotiating mutual recognition of Authorised Economic Operators programmes between the Parties.

CHAPTER 6

TECHNICAL BARRIERS TO TRADE

Article 6.1 Objective

The objective of this Chapter is to facilitate trade in goods between the Parties by:

- (a) preventing and eliminating unnecessary barriers to trade, which may arise as a result of the preparation, adoption and application of standards, technical regulations and conformity assessment procedures;
- (b) promoting mutual understanding of each Party's standards, technical regulations and conformity assessment procedures;
- (c) strengthening information exchange between the Parties in relation to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures;
- (d) strengthening cooperation between the Parties in the work of international bodies related to standardisation, accreditation and conformity assessment;
- (e) promoting cooperation on issues relating to technical barriers to trade; and
- (f) providing a framework to realise this objective.

Article 6.2 Scope

1. This Chapter shall apply to the preparation, adoption and application of all standards, technical regulations and conformity assessment procedures of the Parties as defined in Annex 1 of the TBT Agreement that may directly or indirectly affect trade in goods between the Parties except:

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

(b) sanitary or phytosanitary measures as defined in Chapter 7 (Sanitary and Phytosanitary Measures).

2. All references in this Chapter to standards, technical regulations and conformity assessment procedures shall be construed to include any amendments to them and any addition to the rules or the product coverage of those standards, technical regulations and conformity assessment procedures, except amendments and additions of an insignificant nature.

Article 6.3 Definitions

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

Article 6.4 Incorporation of the TBT Agreement

1. Except as otherwise provided in this Chapter, the TBT Agreement shall apply between the Parties and is incorporated into and forms part of this Agreement.

2. Nothing in this Chapter shall limit the respective rights and obligations that each Party has under the TBT Agreement.

Article 6.5 Transparency

1. The Parties acknowledge the importance of transparency with regard to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures.

2. Where a Party provides notification under paragraph 9 of Article 2 or paragraph 6 of Article 5 of the TBT Agreement, it shall:

(a) normally provide to the other Party and its stakeholders a period for comments of at least sixty (60) days following the publication of a notification. A Party that is able to extend a time limit beyond sixty (60) days is encouraged to do so;

- (b) take into account the comments made by the other Party within the period for comments in accordance with subparagraph (a);
- (c) endeavour to provide responses to the comments referred to in subparagraph (b) upon request;
- (d) within fifteen (15) days after the receipt of a written request, provide an explanation of the objectives of the proposed technical regulation or conformity assessment procedure and how the technical regulation or conformity assessment procedure achieves them. If requested, the particulars or copies of the proposed technical regulation or conformity assessment procedure shall also be provided. Should the copies of the proposed technical regulation or conformity assessment procedure not be available at the time of request, the requested Party shall send them to the requesting Party as soon as they are available;
- (e) provide information on substantive deviations of the proposed technical regulation and conformity assessment procedure from relevant international standards, guides or recommendations upon request, if any;
- (f) provide information on the results of consideration of the comments made during the period for comments referred to in subparagraph (a) before the adoption of a technical regulation or conformity assessment procedure upon request; and
- (g) endeavour to provide sufficient time between the end of the period for comments referred to in subparagraph (a) and the adoption of the notified technical regulation or conformity assessment procedure.

3. Where a Party makes notification under paragraph 10 of Article 2 or paragraph 7 of Article 5 of the TBT Agreement, it shall, upon written request of the other Party, provide copies of the notified technical regulation or conformity assessment procedure within ten (10) days after receipt of the request.

4. Each Party shall ensure prompt publication of adopted technical regulations and conformity assessment procedures and, to the extent practicable, draft technical regulations and conformity assessment procedures, or make them available in such a manner as to enable interested persons of the other Party to become acquainted with them.

5. Each Party shall make available to the other Party the list of certification bodies and test laboratories accredited by its accreditation bodies, as well as information on their scopes of accreditation.

6. The Parties are encouraged to consider methods to provide additional transparency in the development of standards, technical regulations and conformity assessment procedures, including through the use of electronic tools and public outreach or consultations.

7. Each Party should normally allow at least six (6) months from the adoption of a technical regulation and its entry into force except for situations where urgent problems of safety, health, environmental protection or national security arise or threaten to arise for the Parties or when this would be ineffective in fulfilling the legitimate objectives pursued by the technical regulation. A Party that is able to extend a time limit beyond six (6) months is encouraged to do so.

8. In implementing paragraph 7, the Parties shall ensure that they provide suppliers with a reasonable period, under the circumstances, to be able to demonstrate the conformity of their goods with the relevant requirements of the technical regulation by the date of entry into force of the specific technical regulation.

9. The Parties shall, to the fullest extent possible, endeavour to exchange information under this Article in the English language.

Article 6.6 **International Standards, Guides and Recommendations**

The Parties recognise the important role that international standards, guides and recommendations can contribute to supporting greater regulatory alignment, good regulatory practice and reducing unnecessary barriers to trade.

Article 6.7 **Technical Regulations**

1. The Parties shall, consistent with paragraph 4 of Article 2 of the TBT Agreement, use relevant international standards or the relevant parts of them as a basis for its technical regulations except when such international standards would be an ineffective or inappropriate means for the fulfilment of the legitimate objectives pursued. Where a Party does not use such international standards or their relevant parts as a basis for its technical regulations, it shall explain the reasons upon request of the other Party.

2. Each Party shall endeavour to apply technical regulations uniformly and consistently throughout its territory, taking into account the territory that they are prepared and adopted for.

Article 6.8 **Conformity Assessment**

1. The Parties recognise the important role of relevant regional and international organisations such as the International Accreditation Forum and International Laboratory Accreditation Cooperation in the enhancing of cooperation in the area of conformity assessment and for the purposes of trade facilitation. In this regard, each Party shall take into consideration the participation status of the other Party's relevant bodies in such organisations in order to facilitate such cooperation.

2. The Parties shall ensure that when there are two or more conformity assessment bodies authorised by a Party to carry out conformity assessment procedures required for placing the same good on the market, economic operators may choose among them.

3. The Parties recognise that a broad range of mechanisms exists to facilitate the acceptance of the results of conformity assessment procedures, and shall exchange information on such mechanisms with a view to facilitating the acceptance of results of conformity assessment procedures.

Article 6.9 **Marking and Labelling**

1. The Parties note that, in accordance with paragraph 1 of Annex 1 to the TBT Agreement, a technical regulation may include or deal exclusively with marking or labelling requirements, and agree that where such technical regulation contains mandatory marking or labelling requirements, they will act in accordance with the principles of paragraph 2 of Article 2 of the TBT Agreement that technical regulations should not be prepared, adopted and applied with a view to, or with the effect of, creating unnecessary obstacles to international trade, and should not be more trade restrictive than necessary to fulfil legitimate objectives.

2. The Parties shall exchange information on their respective marking and labelling requirements and procedures, with the aim of facilitating mutual trade.

Article 6.10
Agreements or Arrangements to Facilitate Trade

1. Parties shall seek to identify trade-facilitating initiatives regarding standards, technical regulations and conformity assessment procedures that are appropriate for particular issues or sectors of mutual interest.
2. Such trade-facilitating initiatives may include agreements or arrangements on regulatory issues, such as alignment of standards, convergence or equivalence of technical regulations and conformity assessment procedures, compliance issues, and mutual recognition of the results of conformity assessment procedures.
3. Parties shall ensure that all necessary and relevant information shall be provided during discussions over such agreements or arrangements.
4. Where Parties decide to initiate discussions or negotiations on agreements or arrangements on mutual recognition of the results of conformity assessment procedures, the Parties shall cooperate on the necessary steps which include, *inter alia*:
 - (a) identifying specific products and the respective requirements for such products;
 - (b) assessing the equivalence of technical regulations and the respective conformity assessment procedures for such products; or
 - (c) assessing the accreditation or designation systems and accreditation or designation procedures for conformity assessment bodies.
5. In order to implement the agreements or arrangements on mutual recognition of conformity assessment results as specified in paragraph 4, each Party shall normally designate conformity assessment bodies in its territory.
6. Where a Party declines a request of the other Party to discuss such agreements or arrangements, it shall, upon request of that Party, explain the reasons for its decision in writing.

Article 6.11
Cooperation

1. To support the implementation of this Chapter and the strengthening of mutual understanding of their respective systems, the Parties shall cooperate on

areas of mutual interest in the field of standards, technical regulations and conformity assessment procedures. Such cooperation will be based on mutually agreed terms and conditions.

2. The cooperation pursuant to paragraph 1 may include the following:

- (a) joint activities to facilitate and enhance mutual understanding of standards, technical regulations and conformity assessment procedures in each Party;
- (b) sharing experience, including country visits;
- (c) exchanging information on standards, technical regulations and conformity assessment procedures;
- (d) exchanging information on market surveillance activities relating to technical barriers to trade;
- (e) strengthening cooperation in international fora, including relevant international standardisation and conformity assessment bodies and the WTO Committee on Technical Barriers to Trade, in areas of mutual interest;
- (f) encouraging the bodies responsible for standards, technical regulations and conformity assessment procedures in each Party to cooperate on matters of mutual interest;
- (g) scientific and technical cooperation to enhance the development and implementation of standards, technical regulations and conformity assessment procedures;
- (h) promoting the use of good regulatory practice to improve the efficiency and effectiveness of standards, technical regulations and conformity assessment procedures; and
- (i) encouraging greater harmonisation of national standards with the relevant international standards, except where inappropriate or ineffective.

3. The Parties shall strengthen information exchange and cooperation on existing and possible mechanisms to facilitate acceptance of results of conformity assessment procedures, to support greater regulatory alignment and to eliminate unnecessary technical barriers to trade between the Parties.

4. A Party shall, on request of the other Party, give due consideration to any sector-specific proposal for cooperation under this Chapter.
5. The Parties shall cooperate with each other, when feasible and appropriate, to ensure that international standards, guides and recommendations that are likely to become a basis for technical regulations and conformity assessment procedures do not create unnecessary obstacles to mutual trade.

Article 6.12 Information Exchange

1. Except as otherwise provided in this Chapter, information that is requested by a Party pursuant to this Chapter shall be provided in print or electronically within a reasonable period of time that should not normally exceed sixty (60) days.
2. Nothing in this Chapter shall be construed to require a Party to furnish any information, the disclosure of which it considers contrary to its essential security interests.

Article 6.13 Technical Consultations

1. A Party may request technical consultations with the other Party on any matter that arises under this Chapter.
2. The requested Party shall enter into technical consultations within sixty (60) days upon receipt of the request with a view to finding a mutually acceptable solution. Technical consultations may be conducted via any means mutually agreed by the Parties.
3. If a requesting Party considers that the matter is urgent, it may request that technical consultations take place within a shorter time frame. The responding Party shall take such a request into account.
4. Unless the Parties that participate in the technical consultations agree otherwise, the content of discussions and any information provided in the course of the technical consultations shall be confidential.

Article 6.14
Contact Points and Competent Authorities

1. Each Party shall designate a contact point or contact points which shall have the responsibility for coordinating the operation of this Chapter.
2. The responsibilities of such contact points under this Chapter shall include, *inter alia*:
 - (a) coordination of the operation of Article 6.5 (Transparency);
 - (b) exchange of information on matters arising under this Chapter;
 - (c) provision and receipt of requests for cooperation and of relevant responses;
 - (d) provision and receipt of requests and relevant responses under Articles 6.13 (Technical Consultations) and 6.10 (Agreements or Arrangements to Facilitate Trade); and
 - (e) communication with and coordination of the involvement of relevant competent authorities in its territory on matters pertaining to this Chapter.
3. Each Party shall provide the other Party with the information on the designated contact point or contact points, including contact details such as names, telephone numbers and email addresses of contact points. Each Party shall keep this information up to date.
4. Each Party shall provide the other Party with the information on relevant competent authorities and a written description of their responsibilities. Each Party shall keep this information up to date.
5. The communication between contact points referred to in paragraph 1 shall be in the English language. The Parties shall endeavour to exchange information requested under this communication in the English language.

CHAPTER 7

SANITARY AND PHYTOSANITARY MEASURES

Article 7.1 Objectives

The objectives of this Chapter are:

- (a) to minimise negative effects of sanitary and phytosanitary (hereinafter referred to as “SPS”) measures on mutual trade while protecting human, animal or plant life or health in the territories of the Parties;
- (b) to enhance transparency, to facilitate information exchange in the field of SPS measures and to strengthen mutual understanding of each Party’s regulatory system;
- (c) to strengthen cooperation between competent authorities of the Parties; and
- (d) to provide a means to promote efficient resolution of the issues affecting mutual trade in goods within the scope of this Chapter.

Article 7.2 Scope

This Chapter shall apply to all SPS measures of the Parties that may, directly or indirectly, affect trade between the Parties.

Article 7.3 Definitions

1. For the purposes of this Chapter, the definitions set out in Annex A to the SPS Agreement shall apply.
2. The Parties may further agree on other definitions for the application of this Chapter taking into consideration the glossaries and definitions of relevant international organisations, such as the CODEX Alimentarius Commission (hereinafter referred to as “Codex Alimentarius”), the World Organisation for Animal Health (hereinafter referred to as “OIE”) and the relevant international and

regional organisations operating within the framework of the International Plant Protection Convention (hereinafter referred to as “IPPC”).

Article 7.4 Incorporation of the SPS Agreement

1. Except as otherwise provided in this Chapter, the SPS Agreement shall apply between the Parties and is incorporated into and forms part of this Agreement.
2. Nothing in this Chapter shall limit the respective rights and obligations that each Party has under the SPS Agreement.

Article 7.5 Transparency and Information Exchange

1. The Parties recognise the value of sharing information about the preparation and application of SPS measures in a timely manner and on an ongoing basis. In the implementation of this Article, the Parties shall take into account guidelines and recommendations of relevant international organisations.
2. When a Party makes notification in accordance with subparagraphs 5(b) or 6(a) of Annex B to the SPS Agreement, this Party shall provide, upon request, copies of the proposed SPS regulation⁵ to the requesting Party.
3. Each Party shall allow at least sixty (60) days for the other Party to present comments on the proposed SPS measures except where urgent problems of health protection arise or threaten to arise. When a Party is able to provide a time limit beyond sixty (60) days for comments, it is encouraged to do so.
4. Each Party shall take the comments of the other Party into account and shall provide responses to these comments upon request.
5. Each Party upon written request from the other Party shall provide timely information on any matter related to SPS measures which has arisen or may arise from mutual trade between the Parties.

⁵ Sanitary or phytosanitary measures such as laws, decrees or ordinances which are applicable generally.

6. Upon request of the exporting Party, the importing Party shall, to the fullest extent practicable, provide its import SPS requirements, including procedures and forms of documents confirming safety that apply for the import of specific products and other relevant information in the area of SPS control as prescribed by the importing Party within thirty (30) days.

7. Upon request of an exporting Party, the importing Party shall provide within thirty (30) days information on the status of the exporting Party's application for market access related to SPS requirements.

Article 7.6 Cooperation

1. The Parties agree to strengthen their cooperation, including cooperation between the competent authorities in the field of SPS measures, with a view to increasing the mutual understanding of their respective systems and to improving their SPS regulatory systems. This cooperation, based on mutually agreed terms and conditions, may include:

(a) collaborative work and information exchange on SPS issues of mutual interest within the scope of this Chapter;

(b) encouraging cooperation of competent authorities of the Parties involved in issues of food safety, human, animal or plant life or health within the framework of relevant international organisations;

(c) development of educational programmes for exchange of experience between the competent authorities in order to enlarge potential and deepen mutual understanding of the Parties on food safety issues, implementation of SPS measures and preventing the spread of animal diseases and pests spreading; and

(d) additional arrangements on matters related to SPS measures including initiatives that promote trade.

2. The Parties will work cooperatively to provide timely information where a significant SPS risk has been identified in an exported consignment. This work shall be based on mutually agreed terms and conditions.

Article 7.7

Equivalence

1. The Parties recognise that equivalence is an important means to facilitate trade.
2. The Parties may recognise equivalence of an individual measure or groups of measures or SPS regulatory systems applicable to a sector or part of a sector.
3. The Parties agree to enhance cooperation on matters pertaining to recognising equivalence of an individual measure or groups of measures or systems of the Parties taking into account relevant guidelines and recommendations of the WTO Committee on Sanitary and Phytosanitary Measures, the IPPC, the OIE and the Codex Alimentarius.
4. Where equivalence has been recognised, the Parties may agree on a mutually agreed form of documents confirming safety necessary for each consignment of animals or animal products, plants or plant products, or other related goods intended for importation.

Article 7.8

Adaptation to Regional Conditions

1. The Parties agree to enhance cooperation on matters pertaining to adaptation to regional conditions of the Parties, including the recognition of pest- or disease-free areas, areas of low pest or disease prevalence, and pest- or disease-free production sites or compartments, taking into account relevant guidelines and recommendations of the WTO Committee on Sanitary and Phytosanitary Measures, the IPPC, the OIE and the Codex Alimentarius.
2. The Parties may define further details for the procedure for the recognition of such areas, production sites or compartments, including procedures for the recognition of such areas, production sites or compartments when there has been a pest or disease outbreak, taking into account the SPS Agreement and any relevant OIE and IPPC standards, guidelines or recommendations.
3. If the importing Party does not accept the evidence provided by the exporting Party, it shall explain the reasons and shall be ready to enter into technical consultations.
4. The Parties shall promote cooperation of their responsible authorities in order to facilitate implementation of this Article.

Article 7.9

Audits and Inspections

1. Each Party may carry out an audit or inspection in order to ensure the safety of the products.
2. The Parties agree to enhance their cooperation in the field of audits and inspections.
3. In undertaking audits or inspections, each Party shall take into account relevant international standards, guidelines and recommendations.
4. The auditing or inspecting Party shall provide the audited or inspected Party the opportunities to comment on the findings of the audits or inspections.
5. Costs incurred by the auditing or inspecting Party shall be borne by the auditing or inspecting Party, unless both Parties agree otherwise.

Article 7.10

Documents Confirming Safety

1. Where a document is required to confirm safety of the products traded between the Parties, the exporting Party shall ensure compliance with the requirements of the importing Party. The importing Party shall ensure that its import requirements are applied in a proportionate and non-discriminatory manner.
2. The Parties agree to enhance cooperation with the aim of developing bilateral documents for confirming safety of specific products or groups of products traded between the Parties.
3. The Parties shall promote the use of electronic technologies in the documents for confirming safety of the products in order to facilitate trade.

Article 7.11

Import Checks

1. Import checks carried out on products imported from the exporting Party shall be based on the SPS risk associated with such importations. Such import checks shall be carried out without undue delay.

2. Further to paragraph 1, the importing Party may change the frequency of checks, including physical checks and laboratory testing, on consignments from the exporting Party.

3. In the event that the import checks demonstrate that products do not conform with the relevant import requirements of the importing Party, any SPS measure taken in this regard by the importing Party should be consistent with the SPS Agreement.

Article 7.12 Trade Facilitation

Except as otherwise provided in this Chapter, an importing Party normally shall not suspend trade with the other Party on the basis of one consignment failing to conform to its SPS requirements.

Article 7.13 Technical Consultations

1. Where a Party considers that an SPS measure of the other Party is affecting its trade with that Party, it may, through the relevant contact points, send a request in writing for technical consultations with the aim of resolving the matter.

2. The requested Party shall enter into technical consultations within a period not exceeding sixty (60) days, unless otherwise mutually agreed, with a view to finding a mutually satisfactory solution. Technical consultations may be conducted via any means mutually agreed by the Parties concerned.

3. If a requesting Party considers that the matter is urgent, it may request that any discussions take place within a shorter time frame.

4. In order to hold technical consultations, each Party shall endeavour to provide all necessary information within thirty (30) days following the receipt of the request for technical consultations.

Article 7.14 Emergency Measures

1. Where an importing Party adopts an emergency measure necessary to protect human, animal or plant life or health which is applied to the exporting Party, the

importing Party shall as soon as possible notify⁶ such a measure to the exporting Party. The importing Party shall take into consideration relevant information provided by the exporting Party.

2. Upon request of a Party, consultations of the relevant competent authorities regarding the emergency measures shall be held as soon as possible, unless otherwise agreed by the Parties.

Article 7.15 **Contact Points and Competent Authorities**

1. Each Party shall designate a contact point or contact points which shall have the responsibility for coordinating the operation of this Chapter.

2. The responsibilities of such contact points under this Chapter shall include, *inter alia*:

(a) coordination of the operation of Article 7.5 (Transparency and Information Exchange);

(b) exchange of information on matters arising under this Chapter;

(c) provision and receipt of requests for cooperation and of relevant responses;

(d) provision and receipt of requests and relevant responses under Articles 7.13 (Technical Consultations) and 7.14 (Emergency Measures); and

(e) communication with and coordination of the involvement of relevant competent authorities in its territory on relevant matters pertaining to this Chapter.

3. Each Party shall provide the other Party with the information on the designated contact point or contact points, including contact details such as names, telephone numbers and email addresses of the contact points. Each Party shall keep this information up to date.

⁶ Such notification shall be considered to have taken place when the information has been notified to the WTO in accordance with the relevant rules and procedures.

4. Each Party shall provide the other Party with information on relevant competent authorities and a written description of their responsibilities. Each Party shall keep this information up to date.

5. The communication between contact points referred to in paragraph 1 shall be in the English language. The Parties shall endeavour to exchange information requested under this communication in the English language.

CHAPTER 8

INTELLECTUAL PROPERTY

Article 8.1 **Objectives**

The Parties recognise the importance of protection and enforcement of intellectual property rights in order to incentivise research, development and creative activity which promote economic and social development, as well as dissemination of knowledge and technology. The Parties also recognise the importance of balance between the legitimate interests of right owners and the public at large.

Article 8.2 **Definitions**

For the purposes of this Chapter:

“**intellectual property**” means all categories of intellectual property that are subject to the provisions of this Chapter, namely:

- (a) copyright and related rights;
- (b) patents (inventions or utility models);
- (c) trademarks;
- (d) industrial designs;
- (e) geographical indications or appellations of origin of goods; and
- (f) rights in plant varieties.

Article 8.3 **International Agreements**

The Parties which are party to the TRIPS Agreement reaffirm their obligations set out therein. The Parties which are not party to the TRIPS Agreement shall follow the principles of the TRIPS Agreement. The Parties

reaffirm their obligations set out in the international agreements on intellectual property to which they are party, in particular:

- (a) the Paris Convention for the Protection of Industrial Property of 20 March 1883 (hereinafter referred to as “Paris Convention”);
- (b) the Berne Convention for the Protection of Literary and Artistic Works of 9 September 1886;
- (c) the International Convention for the Protection of Performers, Producers of Phonograms and Broadcasting Organizations of 26 October 1961;
- (d) the Patent Cooperation Treaty of 19 June 1970;
- (e) the Convention for the Protection of Producers of Phonograms Against Unauthorized Duplication of Their Phonograms of 29 October 1971;
- (f) the Madrid Agreement Concerning the International Registration of Marks of 14 April 1891 and the Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks of 27 June 1989;
- (g) the International Convention for the Protection of New Varieties of Plants of 19 March 1991 (hereinafter referred to as “UPOV Convention”);
- (h) the WIPO Performances and Phonograms Treaty of 20 December 1996 (hereinafter referred to as “WPPT”);
- (i) the WIPO Copyright Treaty of 20 December 1996 (hereinafter referred to as “WCT”);
- (j) the Budapest Treaty on the International Recognition of the Deposit of Micro-organisms for the Purposes of Patent Procedure of 28 April 1977;
- (k) the Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs of 2 July 1999; and
- (l) the Singapore Treaty on the Law of Trademarks of 27 March 2006.

Article 8.4

Copyright and Related Rights

1. The Parties shall, in accordance with their respective laws and regulations and Articles 9 through 14 of the TRIPS Agreement, guarantee and provide effective protection of the interests of authors, performers, producers of phonograms and broadcasting organisations for their works, performances, phonograms and broadcasts, respectively.
2. Each Party shall aim to ensure that its laws and regulations guarantee effective protection and provide enforcement of copyright and related rights in the digital environment.

Article 8.5

Technological Protection Measures and Rights Management Information

1. The Parties shall provide adequate protection and effective legal remedies against the circumvention of effective technological measures in accordance with the WCT and the WPPT.
2. The Parties shall provide protection of rights management information in accordance with the WCT and the WPPT.
3. Any exceptions to the obligations set out in this Article that are provided in a Party's respective laws and regulations may apply only to the extent that they do not impair the adequacy of legal protection or the effectiveness of legal remedies against the circumvention of effective technological measures.

Article 8.6

Trademarks

1. Each Party shall provide adequate and effective protection of trademarks for goods and services in accordance with its respective laws and regulations and Articles 15 through 21 of the TRIPS Agreement.
2. Each Party shall provide that the owner of a registered trademark shall have the exclusive right to prevent all third parties not having the owner's consent from using in the course of trade identical or similar signs for goods or services which are identical or similar to those in respect of which the trademark is registered where such use would result in a likelihood of confusion. In case of the use of an identical sign for identical goods or services, a likelihood of confusion shall be

presumed. The rights described above shall not prejudice any existing prior rights, nor shall they affect the possibility of the Parties making rights available on the basis of use.

3. The Parties may provide that using a sign⁷ means, in particular:
 - (a) applying the sign to goods or the packaging thereof;
 - (b) offering or exposing goods for sale, putting them on the market or stocking them for those purposes under the sign, or offering or supplying services under the sign;
 - (c) importing or exporting goods under the sign;
 - (d) using the sign on an invoice, wine list, catalogue, business letter, business paper, price list or other commercial document, including any such document in any medium; or
 - (e) using the sign in advertising.

Article 8.7 Industrial Designs

Each Party shall provide adequate and effective protection of industrial designs in accordance with its respective laws and regulations and Articles 25 and 26 of the TRIPS Agreement.

Article 8.8 Patents

1. The Parties shall, in accordance with their respective laws and regulations and Articles 27 through 34 of the TRIPS Agreement, provide adequate and effective protection of patents. Patent protection may be ensured through protection of inventions or utility models in accordance with the respective laws and regulations of each Party.

2. Subject to the provisions of paragraphs 3 and 4, patents shall be available for any inventions, whether products or processes, in all fields of technology, provided

⁷ For greater certainty, the Parties understand that this provision may apply equally to using a sign in the digital environment.

that they are new, involve an inventive step and are capable of industrial application⁸. Subject to paragraph 4 of Article 65 and paragraph 8 of Article 70 of the TRIPS Agreement, and paragraph 4 of this Article, patents shall be available and patent rights enjoyable without discrimination as to the place of invention, the field of technology and whether products are imported or locally produced.

3. Each Party may exclude from patentability inventions, the prevention within their territory of the commercial exploitation of which is necessary to protect *ordre public* or morality, including to protect human, animal or plant life or health or to avoid serious prejudice to the environment, provided that such exclusion is not made merely because the exploitation is prohibited by its laws and regulations.

4. Each Party may also exclude from patentability:

(a) diagnostic, therapeutic and surgical methods for the treatment of humans or animals;

(b) plants and animals other than micro-organisms, and essentially biological processes for the production of plants or animals other than non-biological and microbiological processes.

However, the Parties shall provide for the protection of plant varieties either by patents or by an effective *sui generis* system or by any combination thereof.⁹

5. Each Party shall ensure that any patent application is not rejected solely on the ground that the subject matter claimed in the application includes a computer programme. Patent applications for invention relating to computer programmes, which forms a technical solution, may be included to the patentable subject matter according to a Party's laws and regulations.

⁸ For the purposes of this Article, the terms "inventive step" and "capable of industrial application" may be deemed by a Party to be synonymous with the terms "non-obvious" and "useful" respectively.

⁹ The provisions of this subparagraph shall be subject to and consistent with any review or amendment of subparagraph 3(b) of Article 27 of the TRIPS Agreement.

Article 8.9 Plant Varieties

1. The Parties reaffirm their obligations under the UPOV Convention.¹⁰
2. At least the following acts in respect of the propagating material of the protected variety shall require the authorisation of the breeder:
 - (a) production or reproduction (multiplication);
 - (b) conditioning for the purpose of propagation;
 - (c) offering for sale;
 - (d) selling or other marketing;
 - (e) importing or exporting; and
 - (f) stocking for any of the purposes mentioned in subparagraphs (a) through (e).

Article 8.10 Geographical Indications and Appellations of Origin of Goods¹¹

1. The Parties shall, in accordance with their respective laws and regulations and Articles 22 and 23 of the TRIPS Agreement, ensure in their territories adequate and effective protection of geographical indications.
2. The Parties recognise that geographical indications may be protected through a trademark or geographical indications or appellations of origin of goods system, subject to the respective laws and regulations of the Parties.

¹⁰ For greater certainty, this paragraph shall not apply to a Party that is not party to the UPOV Convention. Instead, such a Party shall provide at a minimum adequate and effective protection to breeders of new plant varieties equivalent to the level of protection provided for by the International Convention for the Protection of New Varieties of Plants (adopted in Paris on 2 December 1961, as last revised on 23 October 1978).

¹¹ For greater certainty, the Parties recognise that geographical indications and appellations of origin of goods from the EAEU and the EAEU Member States may be protected as trademarks or geographical indications in Singapore, subject to the laws and regulations of Singapore.

Article 8.11

Protection against Unfair Competition

Each Party shall ensure protection against unfair competition in accordance with its respective laws and regulations and Article 10^{bis} of the Paris Convention.

Article 8.12

Enforcement of Intellectual Property Rights¹²

The Parties shall provide adequate and effective enforcement of intellectual property rights in accordance with their respective laws and regulations and Articles 41 through 61 of the TRIPS Agreement. The Parties shall ensure enforcement procedures as specified in Part III of the TRIPS Agreement so as to permit effective action against any act of infringement of intellectual property rights.

Article 8.13

Border Measures¹³

1. The Parties shall, in accordance with their respective laws and regulations and Articles 51 through 57, 59 and 60 of the TRIPS Agreement, ensure effective border measures in respect of counterfeit trademark goods¹⁴ and pirated copyright goods¹⁵.
2. Each Party shall provide that its competent authorities in accordance with a Party's respective laws and regulations may initiate border measures applying to shipments of pirated copyright goods and counterfeit trademarks goods imported into or exported out of a Party's territory.

¹² For greater certainty, nothing in this Article requires the destruction of goods which are found to be infringing.

¹³ For the purposes of this Article, a Party may interpret "border measures" as measures adopted by customs authorities.

¹⁴ For the purposes of this Article, "counterfeit trademark goods" shall mean any goods, including packaging, bearing without authorisation a trademark which is identical to the trademark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trademark, and which thereby infringes the rights of the owner of the trademark in question under the laws of the country of importation.

¹⁵ For the purposes of this Article, "pirated copyright goods" shall mean any goods which are copies made without the consent of the right holder or person duly authorised by the right holder in the country of production and which are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the laws of the country of importation.

3. Each Party shall provide that the requirements necessary for initiating procedures to its competent authorities, in accordance with its respective laws and regulations, to suspend the release of suspected counterfeit trademark goods or pirated copyright goods, shall not unreasonably deter recourse to these procedures¹⁶.

4. Each Party shall provide that where its competent authorities have made a determination that goods are counterfeit trademark goods or pirated copyright goods, the competent authorities shall have the authority to inform the right holder of the names and addresses of the consignor, exporter, consignee or importer¹⁷.

5. Each Party may establish contact points to exchange information on trade in infringing goods that will be provided on the request of the other Party. The Parties may, in particular, promote the exchange of information and cooperation between their customs authorities.

Article 8.14 Cooperation

1. The Parties shall endeavour to deepen cooperation in the following areas:
 - (a) intellectual property management, licensing, registration and exploitation through the exchange of information and sharing of experience;
 - (b) exchange of information on the implementation of intellectual property systems, aimed at promoting the efficient registration of intellectual property rights, including the protection of geographical indications or appellations of origin of goods;
 - (c) policy dialogue on intellectual property initiatives in multilateral and regional fora;
 - (d) exchange of information and cooperation on appropriate initiatives to promote awareness of the benefits of intellectual property rights and systems;
 - (e) training in the field of intellectual property; and

¹⁶ For greater certainty, the Parties recognise that in Singapore, procedures initiated by right holders apply with respect to imported goods only.

¹⁷ For the purposes of this Article, a Party may interpret “consignor, exporter, consignee or importer” as a “declarant”.

- (f) any other areas of cooperation as may be agreed upon by the Parties.
2. At the request of a Party, the Parties shall endeavour to:
 - (a) discuss ways to facilitate cooperation between the Parties;
 - (b) notify each other on the competent authorities responsible for carrying out the procedures provided for in this Chapter and the relevant contact points;
 - (c) inform each other of any change of the contact points referred to in subparagraph (b); and
 - (d) hold consultations on issues related to the implementation of this Chapter.
 3. The Parties may agree to enter into negotiations on particular intellectual property rights protection issues.
 4. All cooperation under this Article shall be carried out on terms that are mutually acceptable to the competent authorities of each Party. All cooperation shall also be subject to the availability of resources of each Party. This Article shall not require the transfer of funds between the Parties.

Article 8.15

Transfer of Technologies and Intellectual Property

1. The Parties may hold informational seminars, trainings, round tables and other events dedicated to improving cooperation between the Parties in the fields of transfer of technologies encompassing digital innovation, entrepreneurship and application of cutting-edge technologies and intellectual property.
2. The Parties may agree to enter into negotiations between their interested specialised agencies in the field of transfer of technologies, subject to the Parties' laws, regulations and national policies, and the availability of resources and willingness of each Party.

CHAPTER 9

ELECTRONIC COMMERCE

Article 9.1 Scope and General Provisions

1. This Chapter shall apply to measures adopted or maintained by a Party affecting electronic commerce.
2. The Parties recognise the economic growth and opportunities provided by electronic commerce, the dynamic and innovative nature of electronic commerce which has a positive effect on the growth of mutual trade between the Parties, and the importance of promoting consumer confidence in electronic commerce.
3. The Parties will promote the development of electronic commerce, taking into account the importance of avoiding the imposition of unnecessary barriers related to electronic commerce.
4. This Chapter shall not apply to:
 - (a) government procurement; and
 - (b) information held or processed, including information collected or transferred, by or on behalf of a Party, or measures related to such information, including measures related to its collection, holding, processing or transfer.

Article 9.2 Definitions

For the purposes of this Chapter:

“electronic document” means a document where information is presented in an electronic form/format prescribed by the laws and regulations of a receiving Party; and

“personal data” means any direct or indirect information that relates to an identified or identifiable natural person.

Article 9.3

Customs Duties

1. The Parties reaffirm their current approach, corresponding to the WTO Declaration on Global Electronic Commerce of 20 May 1998 and the WTO Work Programme on Electronic Commerce of 25 September 1998.
2. The Parties reserve the right to adjust their approach referred to in paragraph 1 in accordance with any further WTO Ministerial Decisions in relation to the Work Programme on Electronic Commerce of 25 September 1998.

Article 9.4

Domestic Regulatory Framework

1. Each Party shall to the extent possible take into account, in its laws and regulations, applicable guidelines, agreements and model laws related to electronic commerce.
2. The Parties recognise the importance of avoiding any unnecessary regulatory burden related to electronic commerce.

Article 9.5

Electronic Signatures

1. The Parties shall recognise that electronic signatures have the same legal effect as such signatures in non-electronic form, unless otherwise provided for in their laws and regulations.
2. For greater certainty, electronic signatures as referred to in paragraph 1 shall comply with legal requirements prescribed by the laws and regulations of a Party.
3. The Parties shall work towards a better understanding of each other's laws and regulations related to electronic signatures.
4. The Parties shall endeavour to mutually recognise electronic signatures, where applicable.
5. To encourage the mutual recognition of electronic signatures, the Parties shall consider the developments available in both Parties that would provide a high level of data protection and data integrity.

Article 9.6
Use of Electronic Documents in Electronic Commerce

1. Each Party shall endeavour to make publicly available documents related to trade between the Parties, electronically.
2. The Parties shall endeavour:
 - (a) to ensure that the documents related to trade between the Parties can be presented to the competent authorities of the Parties in the form of electronic documents;
 - (b) not to deny the processing of documents related to trade between the Parties solely on the basis that they are in the form of electronic documents; and
 - (c) not to adopt or maintain measures which require documents related to trade between the Parties to be presented in paper form, solely on the basis of confirming the authenticity of such documents that are in the form of electronic documents.

Article 9.7
Personal Data Protection

1. The Parties recognise the economic and social benefits of protecting the personal data of users of electronic commerce and the contribution that this makes to enhancing consumer confidence in electronic commerce.
2. The Parties shall adopt or maintain measures that ensure the protection of personal data, including on the cross-border transfer of personal data and the conditions and requirements relating to it, in accordance with their laws and regulations.

Article 9.8
Cross-Border Transfer of Information in Electronic Commerce

1. This Article shall not apply to measures related to transfer of personal data.
2. The Parties recognise that each Party has its own laws and regulations concerning the cross-border transfer of information.

3. Each Party may allow the cross-border transfer of information by electronic means, provided that such information shall be used for business purposes and in accordance with its laws and regulations.

4. Nothing in this Article shall prevent a Party from adopting or maintaining measures inconsistent with paragraph 3 to achieve a legitimate public policy objective, in accordance with Article 15.8 (General Exceptions) or Articles 15.9 (Security Exceptions) and 15.10 (Exceptions for the Protection of Critical Public Infrastructure).

Article 9.9 Consumer Protection

1. Each Party shall, to the extent possible, apply its consumer protection measures to consumers engaged in electronic commerce.

2. Each Party shall adopt or maintain laws and regulations to proscribe fraudulent and deceptive commercial activities that cause harm or potential harm to consumers, which may include:

- (a) making a misrepresentation of product information;
- (b) failing to deliver products to a consumer after the consumer is charged; or
- (c) charging or debiting a consumer without authorisation.

3. Each Party shall, where possible, encourage business practices for electronic commerce which protect consumers, for example:

- (a) to provide accurate and clear information to enable consumers to make an informed decision;
- (b) to inform the consumer about the warranty periods and expiration dates of goods;
- (c) to confirm the consumer purchase intention; and
- (d) to consider safety of products.

Article 9.10
Unsolicited Commercial Electronic Messages

1. Each Party will take into account the importance of minimising the quantity of unsolicited commercial electronic messages, which are messages sent for commercial or marketing purposes to a person's electronic address or electronic device, without the consent of the recipient or despite the explicit rejection of the recipient.
2. Each Party shall endeavour to provide recourse for consumers against senders of unsolicited commercial electronic messages.

Article 9.11
Interaction between Consumer Protection Authorities

1. The Parties recognise the importance of cooperation between their respective national consumer protection agencies or other relevant bodies on activities related to cross-border electronic commerce in order to enhance consumer welfare. To this end, the Parties shall establish a contact group, comprising the respective consumer protection authorities, to:
 - (a) within a mutually agreed timeframe, exchange information and share experience on laws and regulations on consumer protection and their enforcement;
 - (b) cooperate to the extent possible on consumer protection; and
 - (c) monitor the implementation and application of measures covered by Article 9.9 (Consumer Protection) and this Article.
2. The Parties may explore the possibility of promoting capacity-building initiatives related to consumer rights protection in electronic commerce.

Article 9.12
Cooperation

Recognising the global nature of electronic commerce, and with a view to increasing the level of confidence in electronic commerce, the Parties shall endeavour to:

- (a) cooperate to assist small and medium enterprises to overcome obstacles encountered in the use of electronic commerce;
- (b) exchange information and share experience on regulations and enforcement, as well as cooperate on:
 - (i) personal data protection;
 - (ii) security in electronic commerce;
 - (iii) unsolicited commercial electronic messages;
 - (iv) electronic signatures; and
 - (v) logistics to facilitate electronic commerce.
- (c) encourage the development of new technologies related to electronic commerce, such as big data, block-chain, cloud computing, electronic invoicing and linguistic technologies;
- (d) encourage the private sector to adopt self-regulation, including through codes of conduct, model contracts and guidelines that foster electronic commerce;
- (e) prevent fraudulent and deceptive commercial practices in electronic commerce;
- (f) where feasible, exchange available statistical information on trade revenue relating to electronic commerce between the Parties; and
- (g) organise seminars and expert dialogues between public authorities and private sector representatives of the Parties.

Article 9.13 Contact Points

1. Each Party shall designate a contact point, which shall be responsible generally for communications with the other Party and the Joint Committee, for any matters arising from the implementation of this Chapter.

2. The contact points' functions shall include the following:
 - (a) exchanging information, in the English language, on matters arising from this Chapter;
 - (b) receiving and making requests for cooperation within the scope of this Chapter and providing relevant responses; and
 - (c) receiving and making requests for consultations under Article 9.14 (Consultations) and providing relevant responses.
3. The Parties shall provide each other with the names and contact details of the designated contact points. Each Party shall duly notify the other Party of any change to its contact point.

Article 9.14 Consultations

1. To foster mutual understanding between the Parties or to address specific matters that arise from this Chapter, a Party may, through its contact point established in accordance with Article 9.13 (Contact Points), request consultations with the other Party.
2. Such consultations, if agreed to by both Parties, may be conducted through any means as agreed by the Parties.

CHAPTER 10**GOVERNMENT PROCUREMENT****Article 10.1
Objectives**

The Parties recognise the importance of greater transparency and developing cooperation between the Parties in the field of government procurement.

**Article 10.2
Scope**

1. This Chapter applies to the laws, regulations and procedures regarding government procurement that is carried out in conformity with the principles of transparency and efficiency.
2. The Parties shall define the main areas of cooperation and principles of transparency.
3. For the purposes of this Chapter, the term “government procurement” is defined by each Party in its respective laws and regulations.

**Article 10.3
Information on the Procurement System**

1. The Parties shall publish, in an official language:
 - (a) their respective laws and regulations; and
 - (b) generally available information on government procurement, including, where such publication is required under a Party’s laws and regulations, information such as Notice of Intended Procurement and Notice of Award of Contract

in the sources listed in Annex 10 – 1 (Publication of Laws and Regulations on Government Procurement). In order to provide greater transparency, the Parties shall ensure that such information is publicly accessible and up to date.

2. Each Party shall endeavour to expand the content of electronically published information on government procurement.

Article 10.4 Cooperation

The Parties shall endeavour to cooperate on matters relating to government procurement, in particular, in such areas as:

- (a) exchanging experience and information on Parties' laws, regulations, practices and statistics, and any modifications thereof;
- (b) developing the use of electronic means in procurement procedures;
- (c) sharing information on best practices, including Parties' best practices in relation to micro, small and medium-sized enterprises;
- (d) strengthening interaction of the competent authorities on issues related to government procurement;
- (e) developing secure trusted space in e-procurement including facilitation of electronic document flow in government procurement; and
- (f) other areas of interest as mutually agreed by the Parties.

Article 10.5 Contact Points

1. Each Party shall designate a contact point to communicate on any matters arising from the implementation of this Chapter. The contact points' functions shall include the following:

- (a) providing information exchange within the scope of this Chapter;
- (b) receiving and making requests for cooperation within the scope of this Chapter and providing relevant responses;
- (c) receiving and making requests for consultations under Article 10.6 (Consultations) and providing relevant responses; and

(d) providing information pursuant to all requests of interested persons of the other Party on matters covered by this Chapter.

2. The Parties shall provide each other with the names and contact details of their contact points. Each Party shall promptly notify the other Party of any change to its contact point.

Article 10.6 Consultations

1. Upon the request of a Party, the other Party may provide, within a reasonable period of time, clarification related to government procurement for the purposes of this Chapter.

2. To foster mutual understanding between the Parties or to address specific matters that arise under this Chapter, each Party shall, upon the request of the other Party's contact point established in accordance with Article 10.5 (Contact Points), enter into consultations on issues raised by the other Party. The requested Party shall accord full and comprehensive consideration of the matter that is the subject of consultations as promptly as reasonably possible.

3. Consultations shall be conducted in the form of a meeting or through other means as agreed by the Parties.

Article 10.7 Further Negotiations

Parties may enter into negotiations with a view to liberalising their respective government procurement markets and discussing potential market access issues, if necessary.

Article 10.8 Non-Application of Chapter 14 (Dispute Settlement)

Chapter 14 (Dispute Settlement) shall not apply to this Chapter, and neither Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) for any matter arising under this Chapter.

ANNEX 10 – 1**PUBLICATION OF LAWS AND REGULATIONS ON GOVERNMENT PROCUREMENT¹⁸**

For the Republic of Armenia, on official website – <https://www.procurement.am>

For the Republic of Belarus, on official website – <https://www.gias.by>; <https://www.pravo.by>; <https://www.zakupki.butb.by>; <https://www.goszakupki.by>; <https://www.butb.by>

For the Republic of Kazakhstan, on official website – <https://www.goszakup.gov.kz>; <https://www.adilet.zan.kz>

For the Kyrgyz Republic, on official website – <https://www.zakupki.gov.kg>

For the Russian Federation, on official website – <https://www.pravo.gov.ru> (Publication of laws and regulations)
<https://www.zakupki.gov.ru> (Publication of government procurement information)

For the Republic of Singapore, on official website –

Publication of general laws and regulations
<https://sso.agc.gov.sg>

Publication of government procurement opportunities and information
<https://www.gebiz.gov.sg>

¹⁸ In the event of any change to the abovementioned websites, the respective Party will notify the other Party on such a change through its contact points.

CHAPTER 11

COMPETITION

Article 11.1

Objectives and Principles

1. Taking into account the importance of fair competition in trade relations, the Parties recognise that eliminating anti-competitive practices and cooperating on matters covered by this Chapter will contribute to preventing the benefits of trade liberalisation from being undermined and promoting the proper functioning of their markets.
2. Each Party shall, subject to its respective laws and regulations, take all necessary measures which it considers appropriate in order to prevent and eliminate anti-competitive practices in their respective markets.
3. Each Party shall maintain its autonomy in developing and enforcing its respective competition laws and regulations. The Parties shall ensure independence in decision-making by the authorities responsible for the enforcement of their respective competition laws and regulations.
4. Competition law enforcement activities shall not discriminate on the basis of nationality.
5. The relevant competent authorities of each Party shall ensure that before a final decision is imposed against any person for violating its competition laws and regulations, it provides that person with the grounds for the alleged violation and an opportunity to present that person's opinion and evidence in that person's defence.
6. A person subject to a decision for violation of a Party's competition laws and regulations shall be provided with the opportunity to appeal such decision in accordance with the relevant laws and regulations of that Party.

Article 11.2

Anti-competitive Practices

1. The Parties agree that the following anti-competitive practices are incompatible with the proper functioning of this Agreement:

(a) anti-competitive agreements and concerted practices between undertakings which have as their object or effect the prevention, restriction, distortion or elimination¹⁹ of competition in their respective markets; and

(b) abuses by one or more undertakings of a dominant position in their respective markets.

2. Each Party, subject to its respective laws and regulations, shall ensure that it carries out efficient control over economic concentration to the extent necessary for the protection and development of competition in the markets of the Party.

Article 11.3 Transparency

1. Each Party shall publish on the official websites listed in Annexes 11 – 1 (Official Websites of the Authorities Responsible for Competition) and 11 – 2 (Official Websites of the Sectoral Authorities Responsible for Competition) its competition laws and regulations and information on final decisions of its relevant competent authorities finding a violation of its competition laws and regulations. In the event of any change to the web address of the websites listed in Annex 11 – 1 (Official Websites of the Authorities Responsible for Competition), the respective Party shall inform the other Party on such a change through its contact points. In the event of any change to the web address of the websites listed in Annex 11 – 2 (Official Websites of the Sectoral Authorities Responsible for Competition), the respective Party shall endeavour to inform the other Party on such a change through its contact points.

2. Each Party shall ensure that all final decisions of its relevant competent authorities finding a violation of its competition laws and regulations are in written form, and contain relevant findings of fact and legal basis on which the decisions are based.

3. Each Party shall also endeavour to make public the relevant findings of fact and legal basis on which the decisions are based, subject to:

(a) its laws and regulations;

(b) its need to safeguard confidential information; or

¹⁹ The Parties agree that each Party will use the terms “distortion” or “elimination”, whichever is in accordance with their respective laws and regulations.

- (c) its need to safeguard information on grounds of public policy or public interest.

Article 11.4 Cooperation

1. The Parties recognise the importance of cooperation between their relevant competent authorities to promote effective competition law enforcement. Such cooperation includes:

- (a) making of requests to initiate appropriate competition law enforcement activities if a Party considers that its interests are substantially affected in the markets of the other Party by anti-competitive practices. Such request shall take place to the extent possible at an early stage of the anti-competitive practice and shall state the reasons for the request in sufficient detail.

- (i) The requested Party shall carefully consider the possibility of initiating competition law enforcement activities or expanding ongoing competition law enforcement activities in accordance with the requirements of its respective laws and regulations and inform the requesting Party of the results of such consideration as promptly as reasonably possible.

- (ii) If competition law enforcement activities are initiated or expanded, the requested Party shall inform the requesting Party of their outcome and, to the extent possible, of significant interim developments.

Nothing in this Chapter shall limit the discretion of the requested Party to decide whether to undertake competition law enforcement activities with respect to the anti-competitive practices identified in the request, or precludes the requesting Party from withdrawing its request.

- (b) making of requests to exchange information between the Parties to foster understanding or to facilitate effective competition law enforcement activities, including information on competition law enforcement activities which may substantially affect the other Party's interests; and

- (c) technical cooperation.

2. Such cooperation shall be based on terms mutually agreed by the Parties.

Article 11.5

Confidentiality of Information

1. Where the Parties are simultaneously conducting a review of the same economic concentration transaction and one Party becomes aware of the likelihood that the transaction may impact a market within the jurisdiction of the other Party, each Party recognises the benefits of contacting one or more of the persons subject to economic concentration to seek approval to disclose confidential information of such person or persons to the other Party under appropriate conditions in order to facilitate the discussion between the Parties on such impact.
2. Any request for information shall state the purpose for which the information will be used. Where a Party provides information to the other Party, such information shall be used by the latter Party only for such purposes and shall not be disclosed or transferred to any other persons or non-parties without the consent of the Party providing the information.
3. Notwithstanding any other provision of this Chapter, neither Party is required to provide information to the other Party if this is prohibited by its respective laws and regulations or if it finds providing the information incompatible with its important interests.

Article 11.6

Consultations

1. To foster mutual understanding between the Parties or to address specific matters that arise under this Chapter, each Party shall, upon the request of the other Party's contact point established in accordance with Article 11.7 (Contact Points), enter into consultations on issues raised by the other Party. The requested Party shall accord full and comprehensive consideration of the matter that is the subject of consultations as promptly as reasonably possible.
2. To facilitate discussion of the matter that is the subject of consultations, each Party shall endeavour to provide relevant non-confidential information to the other Party. The Parties shall aspire to reach consensus on the issue of concern through constructive dialogue.

Article 11.7
Contact Points

1. Each Party shall designate a contact point to communicate on any matters arising from the implementation of this Chapter. The contact points' functions shall include the following:
 - (a) providing information exchange within the scope of this Chapter;
 - (b) receiving and making requests for cooperation within the scope of this Chapter and providing relevant responses;
 - (c) receiving and making requests for consultations under Article 11.6 (Consultations) and providing relevant responses; and
 - (d) providing information pursuant to all requests of interested persons of the other Party on matters covered by this Chapter.
2. The Parties shall exchange information on contact points, including telephone numbers, email addresses and other relevant details.
3. The Parties shall promptly notify each other of any change to their contact points.

Article 11.8
Non-Application of Chapter 14 (Dispute Settlement)

Chapter 14 (Dispute Settlement) shall not apply to this Chapter, and neither Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) for any matter arising under this Chapter.

ANNEX 11 – 1

**OFFICIAL WEBSITES OF THE AUTHORITIES RESPONSIBLE FOR
COMPETITION**

For the Eurasian Economic Union – <http://www.eurasiancommission.org/>

For the Republic of Armenia – <http://www.competition.am/>

For the Republic of Belarus – <http://mart.gov.by/sites/mart/home.html/>

For the Republic of Kazakhstan – <http://www.kremzk.gov.kz/>

For the Kyrgyz Republic – <http://antimonopolia.gov.kg/>

For the Russian Federation – <https://fas.gov.ru/>

For the Republic of Singapore – <https://www.cccs.gov.sg>

ANNEX 11 – 2

**OFFICIAL WEBSITES OF THE SECTORAL AUTHORITIES
RESPONSIBLE FOR COMPETITION**

For the Republic of Singapore –

Civil Aviation Authority of Singapore (CAAS)

<https://www.caas.gov.sg/>

Energy Market Authority (EMA)

<https://www.ema.gov.sg/>

Infocomm Media Development Authority (IMDA)

<https://www.imda.gov.sg/>

CHAPTER 12

ENVIRONMENT

Article 12.1

Objectives and Principles

1. Recalling the Rio+20 Outcome Document “The Future We Want” and “Transforming our world: the 2030 Agenda for Sustainable Development” adopted by the Resolutions of the UN General Assembly of 27 July 2012 and 25 September 2015 respectively, the Parties acknowledge that economic development, social development and environmental protection are interdependent and mutually supportive components of sustainable development.
2. The objectives of this Chapter are:
 - (a) to promote mutually supportive trade and environmental policies;
 - (b) to promote a high level of environmental protection and effective enforcement of the Parties’ respective environmental laws and regulations;
 - (c) to establish a basis for enhancing cooperation between the Parties aimed at protecting, improving and preserving the environment, including the conservation and sustainable use of their natural resources, technology development, innovation facilitation and implementation of joint projects of mutual interest that may contribute to green growth; and
 - (d) to enhance the capacities of the Parties to address trade-related environmental issues, including through cooperation.
3. The Parties reaffirm the importance of promoting sustainable consumption and production efforts, and promoting sustainable provision and utilisation of natural resources throughout the value chain.
4. The cooperation shall be built upon the principles of mutual interest and benefits, transparency and focus on environmental protection.

Article 12.2

General Commitments

1. The Parties reaffirm each Party's sovereign right to establish its own levels of environmental protection and environmental development priorities, and adopt or modify its environmental laws, regulations and policies.
2. Each Party shall seek to ensure that the laws, regulations and policies referred to in paragraph 1 provide for and encourage high levels of environmental protection, and shall strive to implement these laws, regulations and policies effectively. Each Party shall also strive to continue to improve its respective levels of environmental protection.
3. The Parties also recognise that their actions aimed at protection of the environment should not take forms of protectionism.

Article 12.3

Cooperation

1. The Parties recognise the importance of cooperation activities in bilateral, regional and multilateral fora on environmental issues.
2. Taking into account their national priorities and available resources, the Parties agree to enhance cooperation in the field of environment and implement mutually beneficial joint projects in sectors that may contribute to the protection of the environment. This cooperation shall be carried out to the extent possible on a plurilateral basis between the Parties and be subject to consensus by the Parties.
3. Pursuant to paragraph 2, cooperative activities shall be based on areas of mutual interest, mutually agreed terms and conditions, and the funding of activities to be decided on a case-by-case basis by the participating Parties. Such cooperative activities may, *inter alia*, take the following forms:
 - (a) promoting implementation of joint research and scientific projects;
 - (b) exchanging information and best practices, including by means of conferences, seminars, education programmes and other means;
 - (c) encouraging exchanges between experts and researchers;
 - (d) sharing relevant information on potential collaborative projects to identify interested partners for projects of mutual interest;

- (e) implementing mutually beneficial joint projects; and
- (f) any other forms mutually agreed by the participating Parties.

Article 12.4

Corporate Social Responsibility

Each Party should strive to encourage enterprises operating within its territory or jurisdiction to adopt voluntarily, into their policies and practices, principles of corporate social responsibility that are related to the environment and are consistent with internationally recognised standards and guidelines that have been endorsed or are supported by that Party.

Article 12.5

Action for Cleaner Air

1. The Parties recognise that air pollution is a severe global problem with far-reaching impacts. The Parties further recognise the high costs of air pollution to society due to negative impacts on the economy, work productivity, health care costs and tourism, among others, and reaffirm the need to promote policies that support healthy air quality.
2. The Parties recognise that each Party's actions for cleaner air should reflect domestic circumstances and capabilities, and each Party shall address their matters of interest consistent with their national priorities.
3. The Parties will strive to make the best use of science, education, policy links, trade, investment and innovation opportunities in order to tackle air pollution. The Parties should seek to ensure systematic and transparent national environmental monitoring activities, and support actions that improve air quality.
4. The Parties should strive to explore opportunities to strengthen cooperation on air pollution at the international and regional levels.

Article 12.6

Transition to a Low Emissions Economy

1. The Parties acknowledge that transition to a low emissions economy requires concerted actions.

2. The Parties recognise that each Party's actions to transition to a low emissions economy should reflect domestic circumstances and capabilities, and subject to national priorities, the Parties may cooperate to address matters of joint or common interest.

3. Areas of cooperation referred to in paragraph 2 may include: energy efficiency; development of cost-effective, low emissions technologies and alternative, clean and renewable energy sources; sustainable transport and sustainable urban infrastructure development; addressing deforestation and forest degradation; emissions monitoring; market and non-market mechanisms; low emissions, resilient development; and sharing of information and experiences in addressing the abovementioned issues.

4. The Parties shall, as appropriate, engage in cooperative and capacity-building activities related to transitioning to a low emissions economy.

Article 12.7 Consultations

1. To foster mutual understanding between the Parties or to address specific matters that arise under this Chapter, each Party shall, upon the request of the other Party's contact point established in accordance with Article 12.8 (Contact Points), enter into consultations on issues raised by the other Party. The requested Party shall accord full and comprehensive consideration of the matter that is the subject of consultations as promptly as reasonably possible.

2. To facilitate discussion of the matter that is the subject of the consultations, each Party shall endeavour to provide relevant non-confidential information to the other Party. The Parties shall aspire to reach consensus on the issue of concern through constructive dialogue.

Article 12.8 Contact Points

1. Each Party shall designate a contact point to communicate on any matters arising from the implementation of this Chapter. The contact points' functions shall include the following:

- (a) providing information exchange within the scope of this Chapter;

- (b) receiving and making requests for cooperation within the scope of this Chapter and providing relevant responses;
 - (c) administering, where applicable, a list of cooperation projects agreed pursuant to paragraph 3 of Article 12.3 (Cooperation);
 - (d) receiving and making requests for consultations under Article 12.7 (Consultations) and providing relevant responses; and
 - (e) communicating on any other matter arising from the implementation of this Chapter.
2. The Parties shall exchange information on contact points, including telephone numbers, email addresses and other relevant details.
3. The Parties shall promptly notify each other of any change to their contact points.

Article 12.9
Non-Application of Chapter 14 (Dispute Settlement)

Chapter 14 (Dispute Settlement) shall not apply to this Chapter, and neither Party shall have recourse to dispute settlement under Chapter 14 (Dispute Settlement) for any matter arising under this Chapter.

CHAPTER 13

TRANSPARENCY

Article 13.1 Definitions

For the purposes of this Chapter:

“interested person” means any natural person or juridical person that may be subject to any rights or obligations under a measure of general application; and

“measure of general application” does not include:

- (a) a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person, good or service in a specific case; or
- (b) a ruling that adjudicates with respect to a particular act or practice.

Article 13.2 Publication

1. Each Party shall ensure that its measures of general application with respect to any matter covered by this Agreement are promptly published or otherwise made available in such a manner as to enable the other Party and interested persons to become acquainted with them.
2. To the extent possible, each Party shall:
 - (a) publish in advance any such measures of general application that it proposes to adopt; and
 - (b) provide interested persons and the other Party with a reasonable opportunity to comment on such proposed measures.

Article 13.3
Notification and Provision of Information

1. To the maximum extent possible, each Party shall notify the other Party of any measure which, the Party considers, may materially affect the operation of this Agreement or otherwise substantially affect the other Party's interests under this Agreement.
2. Upon request of the other Party, a Party shall promptly provide information and respond to questions pertaining to any measure with respect to any matter covered by this Agreement, whether or not the requesting Party has been previously notified of that measure.
3. Any notification or information provided under this Article shall be without prejudice as to whether the measure is consistent with this Agreement.
4. Any notification, request or information under this Article shall be provided to the other Party through the relevant contact points.
5. When the information pursuant to paragraph 1 has been made available by notification to the WTO in accordance with its relevant rules and procedures or when the aforementioned information has been made available on the official, publicly accessible and fee free websites of the Parties, the information exchange shall be considered to have taken place.

Article 13.4
Administrative Proceedings

With a view to administering in a consistent, impartial and reasonable manner all measures of general application with respect to any matter covered by this Agreement, each Party in its administrative proceedings applying such measures to particular persons, goods or services of the other Party in specific cases shall:

- (a) endeavour to provide persons of the other Party that are directly affected by a proceeding with reasonable notice, in accordance with its procedures, when a proceeding is initiated, including a description of the nature of the proceeding, a statement of the legal authority under which the proceeding is initiated and a general description of any issue in controversy;
- (b) afford such persons a reasonable opportunity to present facts and arguments in support of their positions prior to any final administrative

action, insofar as time, the nature of the proceeding and the public interest permit; and

(c) ensure that the procedures are in accordance with its laws and regulations.

Article 13.5 **Review of Administrative Actions**

1. Each Party shall establish or maintain judicial, quasi-judicial or administrative tribunals or procedures for the purposes, *inter alia*, of the prompt review and correction of administrative actions²⁰ relating to matters covered by this Agreement. Such tribunals or procedures shall be impartial and independent of the office or authority entrusted with administrative enforcement and shall not have any substantial interest in the outcome of the matter.

2. Each Party shall ensure that, in any such tribunals or procedures, the parties to the proceeding are provided with the right to:

(a) a reasonable opportunity to support or defend their respective positions; and

(b) a decision based on the evidence and submissions of record or, where required by its laws and regulations, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or further review as provided for in its laws and regulations, that such decision shall be implemented by, and shall govern the practice of, the office or authority with respect to the administrative action at issue.

Article 13.6 **Specific Provisions**

Specific provisions in other Chapters of this Agreement regarding the subject matter of this Chapter shall prevail to the extent that they differ from this Chapter.

²⁰ For greater certainty, the review of administrative actions can take the form of common law judicial review, and the correction of administrative actions may include a referral back to the body that took such action for corrective action.

CHAPTER 14

DISPUTE SETTLEMENT

Article 14.1 Definitions

1. For the purposes of this Chapter:

“arbitrator” means a member of an arbitration panel established under Article 14.8 (Composition and Establishment of the Arbitration Panel);

“arbitration panel” means a panel established under Article 14.8 (Composition and Establishment of the Arbitration Panel);

“complaining Party” means any Party that requests the establishment of an arbitration panel under Article 14.7 (Initiation of Arbitration Procedure);

“DSU” means the Understanding on Rules and Procedures Governing the Settlement of Disputes contained in Annex 2 of the WTO Agreement;

“Party complained against” means the Party that is alleged to be in violation of the provisions of this Agreement; and

“proceeding”, unless otherwise specified, means an arbitration panel proceeding under this Chapter.

2. For the purposes of this Chapter and Annexes 14 – 1 (Rules of Procedure) and 14 – 2 (Code of Conduct), the Parties understand that in the case of the EAEU and its Member States, the “complaining Party” and “Party complained against” may refer to the EAEU within its respective areas of competence as derived from the Treaty of the EAEU, or its Member State within its respective areas of competence, acting on its own behalf, in relation to the subject matter of the dispute.

Article 14.2 Objective

The objective of this Chapter is to avoid and settle any dispute between the Parties with a view to arriving at, where possible, a mutually acceptable solution.

Article 14.3

Scope

1. Except as otherwise provided in this Agreement, this Chapter shall apply with respect to the avoidance or settlement of all disputes between the Parties regarding the interpretation or application of the provisions of this Agreement wherever a Party considers that:
 - (a) a measure of the other Party is inconsistent with the obligations under this Agreement; or
 - (b) the other Party has otherwise failed to carry out its obligations under this Agreement.
2. For greater certainty, disputes arising from the nullification or impairment of any benefit that a Party could reasonably have expected to accrue to it under this Agreement as a result of the application of any measure by the other Party which is not inconsistent with this Agreement shall not be subject to the provisions of this Chapter.

Article 14.4

Choice of Forum

1. Recourse to the dispute settlement provisions of this Chapter shall be without prejudice to any action in the WTO framework, including dispute settlement proceedings.
2. Where the complaining Party has, with regard to a particular measure, initiated a dispute settlement proceeding either under this Chapter or under the WTO Agreement, it shall not institute a dispute settlement proceeding regarding the same measure in the other forum until the first proceeding has ended. Moreover, the complaining Party should not initiate dispute settlement proceedings under this Chapter and under the WTO Agreement, unless substantially different obligations are in dispute, or unless the forum selected fails for procedural or jurisdictional reasons to make findings on the claim seeking redress of that obligation, provided that the failure of the forum is not the result of a failure of a disputing Party to act diligently.
3. For the purposes of paragraph 2:
 - (a) dispute settlement proceedings under the WTO Agreement are deemed to be initiated by a Party's request for the establishment of a panel

under Article 6 of the DSU and are deemed to be ended when the Dispute Settlement Body (hereinafter referred to as “DSB”) established in paragraph 1 of Article 2 of the DSU adopts the Panel’s report, and the Appellate Body’s report, as the case may be, under Articles 16 and paragraph 14 of Article 17 of the DSU; and

(b) dispute settlement proceedings under this Chapter are deemed to be initiated by a Party’s request for the establishment of an arbitration panel under Article 14.7 (Initiation of Arbitration Procedure) and are deemed to be ended when the arbitration panel issues its final report to the Parties under Article 14.11 (Interim and Final Arbitration Panel Report) or when arbitration procedures have been terminated under Article 14.15 (Suspension and Termination of Arbitration Procedures).

4. Nothing in this Chapter shall preclude a Party from implementing the suspension of obligations authorised by the DSB. The WTO Agreement shall not be invoked to preclude a Party from suspending obligations as provided for under this Chapter.

Article 14.5 Consultations

1. The Parties shall at all times endeavour to agree on the interpretation and application of the provisions of this Agreement and to resolve any dispute thereof by entering into consultations in good faith with the aim of reaching a mutually agreed solution.

2. A Party shall seek consultations by means of a written request to the other Party’s contact point and shall give the reasons for the request, including identification of the measures at issue, the applicable provisions of the Agreement and the reasons for the applicability of such provisions.

3. Consultations shall be held no later than thirty (30) days after the date of receipt of the request, and shall be deemed concluded sixty (60) days after the date of receipt of the request, unless the Parties involved in consultations agree otherwise. Consultations on matters of urgency, including those regarding perishable goods, shall be held no later than fifteen (15) days after the date of receipt of the request, and shall be deemed concluded thirty (30) days after the date of receipt of the request, unless the Parties involved in consultations agree otherwise.

4. Consultations may be held in person or by any technological means available to the Parties. If consultations are held in person, they shall be held in the territory of the Party to whom the request was made, unless the Parties involved in consultations agree otherwise. Consultations shall be confidential and without prejudice to the rights of either Party in any further proceedings.

5. If the Party to whom the request is made does not respond to the request for consultations within ten (10) days of the date of its receipt, or if consultations are not held within the timeframes laid down in paragraph 3, or if consultations have been concluded and no mutually agreed solution has been reached, the complaining Party may request the establishment of an arbitration panel in accordance with Article 14.7 (Initiation of Arbitration Procedure).

Article 14.6 **Good Offices, Conciliation or Mediation**

1. The Parties may at any time agree to good offices, conciliation or mediation. Procedures for good offices, conciliation or mediation may begin at any time. They may be terminated at any time upon the request of either the complaining Party or the Party complained against.

2. If the disputing Parties so agree, good offices, conciliation or mediation may continue while the proceedings of the arbitration panel provided for in this Chapter are in progress.

3. Proceedings involving good offices, conciliation and mediation, and in particular positions taken by the Parties during those proceedings, shall be confidential and without prejudice to the rights of either Party in any other proceeding.

Article 14.7 **Initiation of Arbitration Procedure**

A request for the establishment of an arbitration panel shall be made in writing to the contact point of the Party complained against. The complaining Party shall identify in its request the specific measure or other matter at issue, whether consultations have been held and a summary of the legal basis of the complaint in a manner sufficient to present the problem clearly.

Article 14.8
Composition and Establishment of the Arbitration Panel

1. An arbitration panel shall be composed of three (3) arbitrators. Each disputing Party shall appoint an arbitrator no later than thirty (30) days after the receipt of the request referred to in Article 14.7 (Initiation of Arbitration Procedure), and the two arbitrators shall, no later than thirty (30) days after the appointment of the second of them, designate by agreement the third arbitrator.
2. The disputing Parties shall, no later than seven (7) days after the designation of the third arbitrator, approve or disapprove the appointment of that arbitrator, who shall, if approved, act as the chairperson of the arbitration panel.
3. If the third arbitrator has not been designated as provided under paragraph 1, or one of the disputing Parties disapproves the appointment of the third arbitrator, the Director-General of the WTO shall, at the request of either disputing Party, within a further period of thirty (30) days, appoint the third arbitrator, who shall act as the chairperson of the arbitration panel.
4. If one of the disputing Parties does not appoint an arbitrator as provided under paragraph 1, the other disputing Party may inform the Director-General of the WTO, who shall appoint the chairperson of the arbitration panel within a further period of thirty (30) days. Upon appointment, the chairperson shall request the disputing Party which has not appointed an arbitrator to do so within fourteen (14) days. If after such period, that disputing Party has still not appointed an arbitrator, the chairperson shall inform the Director-General of the WTO, who shall make this appointment within a further period of thirty (30) days.
5. For the purposes of paragraphs 3 and 4, in the event that the Director-General of the WTO is a national of an EAEU Member State or Singapore, the Deputy Director-General of the WTO or the officer next in seniority who is not such a national shall be requested to make the necessary appointments.
6. For the purposes of paragraphs 3, 4 and 5, if one of the disputing Parties is not a WTO member, the disputing Parties shall request the President of the International Court of Justice (hereinafter referred to as "ICJ") to make the necessary appointments and such appointment shall be accepted by them. In the event that the President of the ICJ is a national of an EAEU Member State or Singapore, the Vice-President of the ICJ or the officer next in seniority who is not such a national shall be requested to make the necessary appointments.
7. The date of establishment of the arbitration panel shall be the date on which the last of the three arbitrators is appointed.

8. Any person appointed as an arbitrator of the arbitration panel shall have expertise or experience in law, international trade, other matters covered by this Agreement, or the resolution of disputes arising under international trade agreements. An arbitrator shall be chosen strictly on the bases of objectivity, reliability, sound judgment and independence, and shall conduct himself or herself on these bases throughout the course of the arbitration proceedings and in accordance with Annex 14 – 2 (Code of Conduct for Arbitrators). Additionally, the chairperson shall not be a national of, have his or her usual place of residence in the territory of, or be employed by, an EAEU Member State or Singapore. The chairperson shall be a national of a state having diplomatic relations with all the EAEU Member States and Singapore. If a disputing Party considers that any arbitrator of the arbitration panel is in violation of these requirements, the disputing Parties shall consult and if they agree, the arbitrator shall be removed and a new arbitrator shall be appointed in accordance with this Article.

9. If any arbitrator of the arbitration panel appointed under this Article resigns or becomes unable to participate in the proceeding, or is removed according to paragraph 8, a successor shall be appointed in the same manner as prescribed for the appointment of the original arbitrator. In such a case, the work of the arbitration panel shall be suspended for a period beginning on the date the original arbitrator resigns, becomes unable to participate in the proceeding, or is removed according to paragraph 8, and all time frames applicable to the arbitration panel proceedings shall be extended by the amount of time for which the work of the arbitration panel is suspended. The work of the arbitration panel shall resume on the date the successor is appointed. The successor shall have all the powers and duties of the original arbitrator.

Article 14.9 **Terms of Reference**

Unless the disputing Parties otherwise agree no later than twenty (20) days after the date of receipt of the request for the establishment of the arbitration panel, the terms of reference of the arbitration panel shall be:

“To examine, in the light of the relevant provisions of the Free Trade Agreement between the Eurasian Economic Union and its Member States, of the one part, and the Republic of Singapore, of the other part, the matter referred to in the request for the establishment of an arbitration panel pursuant to Article 14.7 (Initiation of Arbitration Procedure), and to make findings, determinations and any recommendations for resolution of the dispute, and issue a written

report, as provided in Article 14.11 (Interim and Final Arbitration Panel Report)”.

Article 14.10 Proceedings of the Arbitration Panel

1. The arbitration panel shall meet in closed session, unless the disputing Parties decide otherwise.
2. Each disputing Party shall be given the opportunity to provide at least one written submission and to attend any of the presentations, statements or rebuttals in the proceedings. All information or written submissions submitted by a disputing Party to the arbitration panel, including any comments on the interim report and responses to questions put by the arbitration panel, shall be made available to the other disputing Party.
3. A disputing Party asserting that a measure of the other disputing Party is inconsistent with this Agreement shall have the burden of establishing such inconsistency. A disputing Party asserting that a measure is subject to an exception under this Agreement shall have the burden of establishing that the exception applies.
4. The arbitration panel should consult with the disputing Parties as appropriate and provide adequate opportunities for the development of a mutually satisfactory resolution or mutually agreed solution.
5. The arbitration panel shall make every effort to take any decision by consensus. Where a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote.
6. At the request of a disputing Party, or upon its own initiative, the arbitration panel may obtain information from any source it deems appropriate for the arbitration panel proceedings. The arbitration panel also has the right to seek the opinion of experts as it deems appropriate. The arbitration panel shall consult the disputing Parties before choosing such experts. Any information obtained in this manner must be disclosed to the disputing Parties and submitted for their comments. Where the arbitration panel takes such information into account in the preparation of its report, it shall also take into account any comment by the disputing Parties on such information.
7. The deliberations of the arbitration panel and the documents submitted to it shall be kept confidential.

8. Notwithstanding paragraph 7, either disputing Party may make public statements as to its views regarding the dispute, but shall treat as confidential any information and written submissions submitted by the other disputing Party to the arbitration panel which that Party has designated as confidential. Where a disputing Party has provided information or written submissions designated as confidential, that Party shall, no later than thirty (30) days after a request by the other disputing Party, provide a non-confidential summary of the information or written submissions which may be disclosed publicly.

Article 14.11 **Interim and Final Arbitration Panel Report**

1. The arbitration panel shall issue an interim report to the disputing Parties setting out:

- (a) a summary of the submissions and arguments of the disputing Parties;
- (b) the findings of fact, together with reasons;
- (c) its determination as to the interpretation or application of the provisions of this Agreement, and whether
 - (i) a measure at issue is inconsistent with the obligations of this Agreement; or
 - (ii) a Party complained against has otherwise failed to carry out its obligations under this Agreement;
- (d) any other determination requested in the terms of reference; and
- (e) if there is a determination of inconsistency, its recommendation that the Party complained against bring the measure into conformity with the obligations under this Agreement and, if the disputing Parties agree, on the means to resolve the dispute,

no later than ninety (90) days, or sixty (60) days in case of urgency, after the date of establishment of the arbitration panel. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel must notify the disputing Parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its interim report. Under no circumstances should the arbitration panel issue its interim report later than one hundred and twenty (120) days after the date of its establishment.

2. Any disputing Party may submit a written request for the arbitration panel to review precise aspects of the interim report within thirty (30) days of its issuance. The arbitration panel shall consider any written comments on the interim report by the disputing Parties within fifteen (15) days from the date of receipt of the written comments. After considering any such written comments by the disputing Parties, the arbitration panel may modify its report and make any further examination it considers appropriate.

3. The arbitration panel shall issue its final report to the disputing Parties no later than forty-five (45) days, or thirty (30) days in case of urgency, after the issuance of the interim report. Where it considers that this deadline cannot be met, the chairperson of the arbitration panel shall notify the disputing Parties in writing, stating the reasons for the delay and the date on which the arbitration panel plans to issue its final report. Under no circumstances should the arbitration panel issue its final report later than one hundred and eighty (180) days after the date of its establishment. The final report shall set out the matters listed in paragraph 1, include a sufficient discussion of the arguments made at the interim review stage and address clearly the written comments of the disputing Parties.

4. The final report of the arbitration panel shall be unconditionally accepted by the disputing Parties with regard to a particular dispute. In its findings and recommendations, the arbitration panel cannot add to or diminish the rights and obligations provided in this Agreement.

Article 14.12

Implementation of the Arbitration Panel Report

1. Each disputing Party shall take any measure necessary to comply in good faith with the final report of the arbitration panel. If, in its final report, the arbitration panel determines that a measure at issue is inconsistent with the obligations under this Agreement, or that the Party complained against has otherwise failed to carry out its obligations under this Agreement, the Party complained against shall, whenever possible, eliminate the non-conformity with this Agreement.

2. No later than thirty (30) days after the issuance of the final report of the arbitration panel, the Party complained against shall notify the complaining Party of the time it will require for compliance with the final report (hereinafter referred to as “reasonable period of time”), if immediate compliance is not practicable. The disputing Parties shall endeavour to agree on the reasonable period of time.

3. If the disputing Parties fail to agree on the reasonable period of time within a period of forty-five (45) days after the issuance of the final report of the arbitration panel, the complaining Party may, no later than fifty (50) days after the issuance of the final report, request in writing the original arbitration panel to determine the length of the reasonable period of time. Such request shall be notified simultaneously to the other disputing Party. The original arbitration panel shall issue to the disputing Parties its determination on the length of the reasonable period of time no later than twenty (20) days after the date of the submission of the request.

4. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 14.8 (Composition and Establishment of the Arbitration Panel) shall apply. The time limit for issuing the determination on the length of the reasonable period of time shall be no later than thirty-five (35) days²¹ after the date of the submission of the request referred to in paragraph 3.

5. The Party complained against shall notify the complaining Party before the end of the reasonable period of time of any measure that it has taken to comply with the final report of the arbitration panel. The reasonable period of time may be extended by mutual agreement of the disputing Parties at any time before its expiry.

6. In the event that there is disagreement between the disputing Parties concerning the existence or the consistency of any measure notified under paragraph 5 with the provisions of this Agreement, the complaining Party may request in writing that the original arbitration panel make a determination on the matter. Such request shall be notified simultaneously to the other Party, and shall identify any specific measure at issue and the provisions referred to in Article 14.3 (Scope) that it considers the measure to be inconsistent with, in a manner sufficient to present the disagreement clearly. The original arbitration panel shall issue to the disputing Parties its determination no later than forty-five (45) days after the date of the submission of the request.

7. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 14.8 (Composition and Establishment of the Arbitration Panel) shall apply. The time limit for issuing the determination

²¹ For greater certainty, the period of thirty-five (35) days does not include any days suspended pursuant to paragraph 9 of Article 14.8 (Composition and Establishment of the Arbitration Panel).

shall be no later than sixty (60) days²² after the date of the submission of the request referred to in paragraph 6.

Article 14.13

Compensation and Suspension of Concessions or Other Obligations

1. If the Party complained against fails to notify any measure taken to comply with the final report of the arbitration panel in accordance with Article 14.12 (Implementation of the Arbitration Panel Report), or if the arbitration panel determines that any measure notified under Article 14.12 (Implementation of the Arbitration Panel Report) does not exist or is inconsistent with any provision of this Agreement, the Party complained against shall enter into negotiations with the complaining Party, with a view to reaching a mutually acceptable agreement on compensation.

2. If the disputing Parties fail to agree on compensation within thirty (30) days after:

(a) the expiry of the reasonable period of time; or

(b) the issuance of the arbitration panel's determination that any measure notified under Article 14.12 (Implementation of the Arbitration Panel Report) does not exist or is inconsistent with any provision of this Agreement,

as the case may be, the complaining Party shall be entitled, upon notification to the Party complained against, to suspend concessions or other obligations arising from this Agreement of equivalent effect to those affected by the measure that the arbitration panel has found to be inconsistent with this Agreement. The notification shall specify the level of concessions or other obligations that the complaining Party intends to suspend and indicate the reasons on which the suspension is based. The complaining Party may begin implementing the suspension twenty (20) days after the delivery of its notification to the Party complained against, subject to paragraph 4.

3. In considering what concessions or other obligations to suspend pursuant to paragraph 2:

²² For greater certainty, the period of sixty (60) days does not include any days suspended pursuant to paragraph 9 of Article 14.8 (Composition and Establishment of the Arbitration Panel).

(a) the complaining Party should first seek to suspend concessions or other obligations with respect to the same sector as that in which the final report of the arbitration panel referred to in Article 14.11 (Interim and Final Arbitration Panel Report) has found an inconsistency with the obligations under this Agreement;

(b) if the complaining Party considers that it is not practicable or effective to suspend concessions or other obligations with respect to the same sector, it may suspend concessions or other obligations with respect to other sectors; and

(c) the complaining Party will take into consideration those concessions or other obligations the suspension of which would least disturb the functioning of this Agreement.

4. The Party complained against may request in writing the original arbitration panel to make a determination on whether the level of concessions or other obligations that the complaining Party intends to suspend is equivalent to those affected by the measure that the arbitration panel has found to be inconsistent with this Agreement. Such request shall be notified to the complaining Party before the expiry of the twenty (20)-day period referred to in paragraph 2. The original arbitration panel, having sought, if appropriate, the opinion of experts, shall issue to the disputing Parties its determination no later than thirty (30) days after the date of the submission of the request. Concessions or other obligations shall not be suspended until the arbitration panel has issued its determination and any suspension shall be consistent with the arbitration panel's determination.

5. In the event that any member of the original arbitration panel is no longer available, the procedures laid down in Article 14.8 (Composition and Establishment of the Arbitration Panel) shall apply. The time limit for issuing the determination shall be no later than forty-five (45) days²³ after the date of the submission of the request referred to in paragraph 4.

6. The compensation referred to in paragraph 1 and the suspension referred to in paragraph 2 are temporary measures. Neither compensation nor suspension is preferred to full elimination of any non-conformity with this Agreement as determined in the final report of the arbitration panel. Any suspension shall only be applied until such time as the non-conformity is fully eliminated, or the non-conformity is determined in accordance with Article 14.14 (Compliance Review)

²³ For greater certainty, the period of forty-five (45) days does not include any days suspended pursuant to paragraph 9 of Article 14.8 (Composition and Establishment of the Arbitration Panel).

to have been eliminated, or the disputing Parties have otherwise reached a mutually satisfactory solution.

Article 14.14 Compliance Review

1. If the Party complained against considers that it has eliminated the non-conformity with this Agreement as originally determined by the final report of the arbitration panel, it may request in writing that the original arbitration panel make a determination on the matter. Such request shall be notified simultaneously to the other disputing Party. The original arbitration panel shall issue to the disputing Parties its determination no later than forty-five (45) days after the date of the submission of the request. If the arbitration panel determines that the Party complained against has eliminated the non-conformity with the provisions of this Agreement, the complaining Party shall cease to apply any suspension of concessions or other obligations that it has implemented.

2. In the event that any member of the original arbitration panel is no longer available, the procedures set out in Article 14.8 (Composition and Establishment of the Arbitration Panel) shall apply. The time limit for issuing the determination shall be no later than sixty (60) days²⁴ after the date of the submission of the request referred to in paragraph 1.

Article 14.15 Suspension and Termination of Arbitration Procedures

1. The arbitration panel shall, at the written request of both disputing Parties, suspend its work at any time for a period agreed by the disputing Parties, not exceeding twelve (12) months, and shall resume its work at the end of this agreed period at the written request of the complaining Party, or before the end of this agreed period at the written request of both disputing Parties. If the complaining Party does not request the resumption of the arbitration panel's work before the expiry of the agreed suspension period, the dispute settlement procedures initiated pursuant to this Chapter shall be deemed terminated. Subject to Article 14.4 (Choice of Forum), the suspension or termination of the arbitration panel's work is without prejudice to the rights of either disputing Party in another proceeding.

²⁴ For greater certainty, the period of sixty (60) days does not include any days suspended pursuant to paragraph 9 of Article 14.8 (Composition and Establishment of the Arbitration Panel).

2. The disputing Parties may, at any time, agree in writing to terminate the dispute settlement procedures initiated pursuant to this Chapter.

Article 14.16
Rules of Procedure

Dispute settlement procedures under this Chapter shall be governed by Annex 14 – 1 (Rules of Procedure for Arbitration).

Article 14.17
Rules of Interpretation

The arbitration panel shall interpret the provisions of this Agreement in accordance with customary rules of interpretation of public international law.

Article 14.18
Expenses

Each disputing Party shall bear the cost of its appointed arbitrator and its own expenses and legal costs. The cost of the chairperson of an arbitration panel and other expenses associated with the conduct of the proceedings shall be borne by the disputing Parties in equal shares.

Article 14.19
Time Limits

1. All time limits laid down in this Chapter shall be counted in calendar days, the first day being the day following the act or fact to which they refer, unless otherwise specified.
2. Any time limit referred to in this Chapter may be modified by mutual agreement of the disputing Parties.

ANNEX 14 – 1**RULES OF PROCEDURE FOR ARBITRATION***General provisions*

1. The definitions in Chapter 14 (Dispute Settlement) shall apply to this Annex. In addition, for the purposes of this Annex and Annex 14 – 2 (Code of Conduct for Arbitrators):

“**adviser**” means a person retained by a disputing Party to advise or assist that Party in connection with the arbitration panel proceeding;

“**assistant**” means a person who, under the terms of appointment of an arbitrator, conducts research or provides assistance to the arbitrator;

“**candidate**” means an individual who is under consideration for selection as an arbitrator under Article 14.8 (Composition and Establishment of the Arbitration Panel);

“**representative**” means an employee or any person appointed by a government department, an agency or any other public entity of a disputing Party who represents that Party for the purposes of a dispute under this Agreement; and

“**staff**”, in respect of an arbitrator, means any person under the direction and control of the arbitrator, other than an assistant.

2. This Annex shall apply to dispute settlement proceedings under Chapter 14 (Dispute Settlement), unless the Parties agree otherwise.

3. The complaining Party shall be in charge of the logistical administration of dispute settlement proceedings, in particular the organisation of hearings, unless otherwise agreed.

Notifications

4. The disputing Parties and the arbitration panel shall transmit simultaneously to the relevant parties any request, notice, written submission or other document by e-mail, with a paper copy submitted on the same day by facsimile transmission, registered post, courier, delivery against receipt or any other means of telecommunication that provides a record of the sending thereof. Unless proven

otherwise, an e-mail message shall be deemed to be received on the same date of its sending.

5. All notifications shall be addressed to the relevant contact points of the disputing Parties, as designated under Article 15.3 (Contact Points).

6. Minor errors of a clerical nature in any request, notice, written submission or other document related to the arbitration panel proceeding may, unless the other disputing Party objects, be corrected by delivery, in accordance with Rules 4 and 5, of a new document clearly indicating the changes.

7. If the last day for delivery of a document falls on an official public holiday of either disputing Party, the document shall be delivered on the next business day.

Commencing the arbitration

8. Unless the disputing Parties agree otherwise, they shall meet the arbitration panel within seven (7) days of its establishment in order to determine such matters that the disputing Parties or the arbitration panel deem appropriate, including the remuneration and expenses to be paid to the arbitrators. Arbitrators and representatives of the disputing Parties may take part in this meeting via telephone or video conference.

Initial written submissions

9. The complaining Party shall deliver its written submission no later than twenty-one (21) days after the date of establishment of the arbitration panel. The Party complained against shall deliver its written submission no later than twenty-one (21) days after the date of delivery of the complaining Party's written submission.

Working of arbitration panels

10. The chairperson of the arbitration panel shall preside at all its meetings. An arbitration panel may delegate to the chairperson authority to make administrative and procedural decisions.

11. Unless otherwise provided in Chapter 14 (Dispute Settlement), the arbitration panel may conduct its activities by any means, including telephone, facsimile transmissions or computer links.

12. Only arbitrators may take part in the deliberations of the arbitration panel, but the arbitration panel may permit its assistants to be present at its deliberations.

13. It shall be the exclusive responsibility of the arbitration panel to consider all issues raised during the proceedings and draft any decision, and this responsibility shall not be delegated.

14. Where a procedural question arises that is not covered by Chapter 14 (Dispute Settlement) or Annexes 14 – 1 (Rules of Procedure for Arbitration) and 14 – 2 (Code of Conduct for Arbitrators), including in case of urgency, the arbitration panel, after consulting the disputing Parties, may adopt an appropriate procedure that is compatible with those provisions.

15. When the arbitration panel considers that there is a need to modify any time limit or procedure covered by Chapter 14 (Dispute Settlement) or Annexes 14 – 1 (Rules of Procedure for Arbitration) and 14 – 2 (Code of Conduct for Arbitrators), it shall inform the disputing Parties in writing of the reasons for the modification recommended. The disputing Parties may mutually agree to modify any time limit or procedure.

Replacement of Arbitrators

16. If an arbitrator is unable to participate in the proceeding, withdraws or must be replaced, a replacement shall be selected in accordance with Article 14.8 (Composition and Establishment of the Arbitration Panel).

17. Where a disputing Party considers that an arbitrator does not comply with the requirements of paragraph 8 of Article 14.8 (Composition and Establishment of the Arbitration Panel) or Annex 14 – 2 (Code of Conduct for Arbitrators), and for this reason should be replaced, this Party should notify the other disputing Party within fifteen (15) days from the time at which it came to know of the circumstances underlying the arbitrator's non-compliance.

18. Where a disputing Party considers that an arbitrator other than the chairperson does not comply with the requirements of paragraph 8 of Article 14.8 (Composition and Establishment of the Arbitration Panel) or Annex 14 – 2 (Code of Conduct for Arbitrators), the disputing Parties shall consult and, if they so agree, replace the arbitrator and select a replacement following the procedure set out in Article 14.8 (Composition and Establishment of the Arbitration Panel).

19. If the disputing Parties fail to agree on the need to replace an arbitrator, any disputing Party may request that such matter be referred to the chairperson of the arbitration panel, whose decision shall be final.

20. Where a disputing Party considers that the chairperson of the arbitration panel does not comply with the requirements of paragraph 8 of Article 14.8 (Composition and Establishment of the Arbitration Panel) or Annex 14 – 2 (Code of Conduct for Arbitrators), the disputing Parties shall consult and, if they so agree, replace the chairperson and select a replacement following the procedure set out in Article 14.8 (Composition and Establishment of the Arbitration Panel).

21. If the disputing Parties fail to agree on the need to replace the chairperson, such matter shall be referred to the Director-General of the WTO. The decision by the Director-General of the WTO on the need to replace the chairperson shall be final. In the event that the Director-General of the WTO is a national of an EAEU Member State or Singapore, the Deputy Director-General of the WTO or the officer next in seniority who is not such a national shall be requested to make the necessary determination.

22. For the purpose of Rule 21, if one of the disputing Parties is not a WTO Member, the reference to “Director-General of the WTO” shall be replaced with “President of the ICJ”. In the event that the President of the ICJ is a national of an EAEU Member State or Singapore, the Vice-President of the ICJ or the officer next in seniority who is not such a national shall be requested to make the necessary determination.

23. The arbitration panel proceedings shall be suspended for the period taken to carry out the procedures provided in Rules 16 through 22.

Hearings

24. The chairperson shall fix the date and time of the hearing in consultation with the disputing Parties and the other arbitrators, and confirm this in writing to the disputing Parties. Unless a disputing Party disagrees, the arbitration panel may decide not to convene a hearing.

25. Unless the disputing Parties agree otherwise, the hearing shall be held in the territory of the complaining Party.

26. The arbitration panel may convene additional hearings if the disputing Parties so agree.

27. All arbitrators shall be present during the entirety of any hearings.
28. The following persons may attend the hearing:
- (a) representatives of the disputing Parties;
 - (b) advisers to the disputing Parties;
 - (c) administrative staff, interpreters, translators and court reporters; and
 - (d) arbitrators' assistants.

Only the representatives of and advisers to the disputing Parties may address the arbitration panel.

29. No later than three (3) days before the date of a hearing, each disputing Party shall deliver to the arbitration panel, and simultaneously to the other disputing Party, a list of the names of persons who will make oral arguments or presentations at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.

30. The arbitration panel shall conduct the hearing in the following manner, ensuring that the complaining Party and the Party complained against are afforded equal time:

Submissions

- (a) submission of the complaining Party;
- (b) submission of the Party complained against;

Rebuttals

- (a) rebuttal of the complaining Party;
- (b) counter-rebuttal of the Party complained against.

31. The arbitration panel shall arrange for a transcript of each hearing to be prepared and delivered as soon as possible to the disputing Parties.

32. With the agreement of the arbitration panel, a disputing Party may submit a supplementary written submission responding to any matter that arose during the

hearing. The other disputing Party shall also be given the opportunity to provide written comments on any such supplementary written submission.

Questions in writing

33. The arbitration panel may at any time during the proceedings address questions in writing to one or both disputing Parties. Each of the disputing Parties shall receive a copy of any questions put by the arbitration panel.

34. Each disputing Party shall also provide a copy of its written response to the arbitration panel's questions to the arbitration panel and simultaneously to the other disputing Party. Each disputing Party shall be given the opportunity to provide written comments on the other disputing Party's reply within seven (7) days of the date of receipt.

Confidentiality

35. The disputing Parties and their advisers and representatives, all arbitrators, former arbitrators and their assistants and staff, and all attendees and experts at the arbitration panel hearings shall maintain the confidentiality of the hearings, the deliberations and interim panel report, and all written submissions to, and communications with, the arbitration panel. This includes any information submitted by a disputing Party to the arbitration panel which that Party has designated as confidential. Nothing in this Annex shall preclude a disputing Party from disclosing statements of its own positions to the public to the extent that, when making reference to information submitted by the other disputing Party, it does not disclose any information designated by the other disputing Party as confidential.

Ex parte contacts

36. The arbitration panel shall not meet, hear or otherwise contact a disputing Party in the absence of the other disputing Party.

37. No arbitrators may discuss any aspect of the subject matter of the proceedings with a disputing Party or the disputing Parties in the absence of the other arbitrators.

Language and translation

38. All proceedings pursuant to Chapter 14 (Dispute Settlement) and all communications with, documents submitted to and reports issued by the arbitration panel shall be in the English language.

39. Each Party shall bear the responsibility of preparing English-language translations of any documents that it submits during the proceedings.

Calculation of time limits

40. Where, by reason of the application of Rule 7, a disputing Party receives a document on a date other than the date on which this document is received by the other disputing Party, any period of time that is calculated on the basis of the date of receipt of that document shall be calculated from the last date of receipt of that document.

Other procedures

41. This Annex is also applicable to procedures set out in paragraphs 3 and 6 of Article 14.12 (Implementation of the Arbitration Panel Report), paragraph 4 of Article 14.13 (Compensation and Suspension of Concessions or Other Obligations) and paragraph 1 of Article 14.14 (Compliance Review). The time limits laid down in this Annex shall be adjusted in line with the special time limits provided for the adoption of a ruling by the arbitration panel in those other procedures.

ANNEX 14 – 2**CODE OF CONDUCT FOR ARBITRATORS***Definitions*

1. Unless otherwise specified, the definitions in Chapter 14 (Dispute Settlement) and Annex 14 – 1 (Rules of Procedure for Arbitration) shall apply to this Annex.

Responsibilities to the process

2. Throughout the proceedings, every candidate and arbitrator shall avoid impropriety and the appearance of impropriety, shall be independent and impartial, shall avoid direct and indirect conflicts of interests, and shall observe high standards of conduct, so that the integrity and impartiality of the dispute settlement mechanism is preserved. Arbitrators shall not take instructions from any organisation, individual or government with regard to matters before the arbitration panel.

Disclosure obligations

3. Prior to confirmation of his or her selection as an arbitrator under Chapter 14 (Dispute Settlement), a candidate shall disclose any interest, relationship or matter that is likely to affect his or her independence or impartiality or that might reasonably create an appearance of impropriety or bias in the proceeding. To this end, a candidate shall make all reasonable efforts to become aware of any such interests, relationships and matters.

4. Once selected, an arbitrator shall continue to make all reasonable efforts to become aware of any interests, relationships or matters referred to in paragraph 3 and shall disclose them. The disclosure obligation is a continuing duty which requires an arbitrator to disclose any such interests, relationships or matters that may arise during any stage of the proceeding at the earliest time that the arbitrator becomes aware of it. The arbitrator shall disclose such interests, relationships or matters by informing the disputing Parties, in writing, for their consideration.

5. Disclosure of an interest, relationship or matter is without prejudice as to whether that interest, relationship or matter is indeed covered by paragraphs 3 or 4, or whether it warrants recusal or disqualification. In the event of uncertainty

regarding whether an interest, relationship or matter must be disclosed, a candidate or arbitrator should err in favour of disclosure.

6. A candidate or arbitrator shall only communicate matters concerning actual or potential violations of this Annex to the disputing Parties for their consideration.

Duties of arbitrators

7. An arbitrator shall perform his or her duties thoroughly and expeditiously throughout the course of the proceeding, and with fairness and diligence.

8. An arbitrator shall comply with the provisions of Chapter 14 (Dispute Settlement), Annex 14 – 1 (Rules of Procedure for Arbitration) and this Annex.

9. An arbitrator shall consider only those issues raised in the proceeding and necessary for a ruling and shall not delegate this duty to any other person. An arbitrator shall not deny other arbitrators the opportunity to participate in all aspects of the proceeding.

10. An arbitrator shall take all appropriate steps to ensure that his or her assistants and staff are aware of, and comply with, paragraphs 2 through 6, 8, 11 and 17 through 20.

11. An arbitrator shall not engage in any *ex parte* contact concerning the proceeding.

Independence and impartiality of arbitrators

12. An arbitrator shall be independent and impartial, and avoid creating an appearance of impropriety or bias, and shall not be influenced by self-interest, outside pressure, political considerations, public clamour, loyalty to a Party or fear of criticism.

13. An arbitrator shall not, directly or indirectly, incur any obligation or accept any benefit that would in any way interfere, or appear to interfere, with the proper performance of his or her duties.

14. An arbitrator shall not use his or her position on the arbitration panel to advance any personal or private interests and shall avoid actions that may create the impression that others are in a special position to influence him or her.

15. An arbitrator shall not allow past or ongoing financial, business, professional, family or social relationships or responsibilities to influence his or her conduct or judgement.

16. An arbitrator shall avoid entering into any relationship or acquiring any financial interest that is likely to affect his or her impartiality or that might reasonably create an appearance of impropriety or bias.

Confidentiality

17. An arbitrator or former arbitrator shall not at any time disclose or use any non-public information concerning a proceeding or acquired during a proceeding except for the purposes of that proceeding and shall not, in particular, disclose or use any such information to gain a personal advantage or obtain an advantage for others or to affect the interest of others.

18. An arbitrator shall not make any public statement regarding the merits of a pending panel proceeding.

19. An arbitrator shall not disclose an arbitration panel report or parts thereof prior to its issuance in accordance with Chapter 14 (Dispute Settlement).

20. An arbitrator or former arbitrator shall not at any time disclose the deliberations of an arbitration panel, or any arbitrator's view regarding the deliberations, or which arbitrators are associated with majority or minority opinions in a proceeding.

Expenses

21. Each arbitrator shall keep a record and render a final account of the time devoted to the procedure and of his or her expenses, as well as the time and expenses of his or her assistants.

Obligations of former arbitrators

22. A former arbitrator shall avoid actions that may create the appearance that he or she was biased in carrying out his or her duties, or derived any advantage from the decision of the arbitration panel.

Responsibilities of experts, assistants and staff

23. Paragraphs 2 through 6, 8, 11, 17 through 20 and 22 shall also apply to experts, assistants and staff.

CHAPTER 15**INSTITUTIONAL AND GENERAL PROVISIONS****Article 15.1
Joint Committee**

1. The Parties hereby establish a Joint Committee comprising representatives of the EAEU and the EAEU Member States, of the one part, and Singapore, of the other part.
2. After the entry into force of this Agreement, the Joint Committee shall meet every two years in either one of the EAEU Member States or Singapore alternately, unless the Parties agree otherwise. The Joint Committee shall be co-chaired by Ministerial-level officials from both Parties or their designated representatives. The Joint Committee shall set its own agenda.
3. The Joint Committee shall:
 - (a) review the general functioning of this Agreement;
 - (b) supervise and facilitate the application of this Agreement, and further its general aims;
 - (c) supervise the work of all sub-committees, working groups and other bodies established under this Agreement;
 - (d) consider ways to further enhance trade relations between the Parties;
 - (e) seek to resolve any issues in connection with this Agreement; and
 - (f) consider any other matter related to this Agreement as the Parties may agree.
4. The Joint Committee may:
 - (a) decide to establish or dissolve any sub-committee or working group, or allocate responsibilities or functions to it;
 - (b) decide to communicate with all interested persons and experts where relevant to any matter falling within its responsibilities;

- (c) review recommendations made by sub-committees and working groups;
- (d) make recommendations to the Parties that it deems appropriate, including on any modification to this Agreement;
- (e) adopt decisions or make recommendations as envisaged by this Agreement;
- (f) adopt its own rules of procedure; and
- (g) take any other action in the exercise of its functions as the Parties may agree.

5. The Joint Committee shall draw up its decisions and recommendations by consensus between the Parties. The Parties shall take the necessary measures to operationalise the decisions of the Joint Committee.

Article 15.2 Sub-Committees and Working Groups

Sub-committees or working groups may be set up pursuant to this Agreement or by the Joint Committee acting consistently with this Agreement. They shall report to the Joint Committee on their activities at each regular meeting of the Joint Committee. The creation or existence of a sub-committee or working group shall not prevent either Party from bringing any matter directly to the Joint Committee.

Article 15.3 Contact Points

Each Party shall designate a contact point, which shall be responsible generally for communications with the other Party and the Joint Committee, for any matters covered by this Agreement except as otherwise specifically set out in other provisions of this Agreement. Each Party shall designate its contact point in accordance with its internal procedures and notify the other Party on such designation within ninety (90) days from the date of entry into force of the Agreement. In the event of any change to a Party's contact point, that Party shall duly notify the other Party.

Article 15.4
Relationship with Other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and the other agreements negotiated thereunder to which they are party, and any other international agreement to which they are party.
2. In the event of any inconsistency between this Agreement and other agreements to which both Parties are party, the relevant Parties shall immediately consult each other with a view to finding a mutually satisfactory solution, taking into consideration general principles of international law.
3. Notwithstanding paragraph 2, if this Agreement explicitly contains provisions dealing with such inconsistency as indicated in paragraph 2, those provisions shall apply.
4. For the purposes of this Agreement, any reference to articles in the GATT 1994 includes the interpretative notes, where applicable.

Article 15.5
Evolving WTO Law

If any provision of the WTO Agreement that the Parties have incorporated into this Agreement is amended, the Parties shall consult with each other, via the Joint Committee, with a view to finding a mutually satisfactory solution, where necessary.

Article 15.6
Taxation

1. This Agreement shall only apply to taxation measures insofar as the GATT 1994 applies to taxation measures.
2. Nothing in this Agreement shall affect the rights and obligations of the EAEU or any of its Member States, or the rights and obligations of Singapore, under any tax agreement between the EAEU and Singapore or between any of the EAEU Member States and Singapore. In the event of any inconsistency between this Agreement and any such agreement, that agreement shall prevail to the extent of the inconsistency. In the case of a tax agreement between the EAEU and Singapore or between any of the EAEU Member States and Singapore, the

competent authorities under that agreement shall have sole responsibility for determining whether any inconsistency exists between this Agreement and that agreement.

3. For the purposes of this Article, “tax agreement” means an agreement for the avoidance of double taxation or other international taxation agreement or arrangement.

Article 15.7 **Restrictions to Safeguard the Balance-of-Payments**

1. Where a Party is in serious balance-of-payments and external financial difficulties, or under threat thereof, it may, in accordance with Article XII of the GATT 1994 and the Understanding on the Balance-of-Payments Provisions of the GATT 1994, adopt restrictive import measures. Such restrictive measures shall be consistent with the Articles of Agreement of the International Monetary Fund (hereinafter referred to “IMF”).

2. Any Party maintaining or having adopted restrictive measures, or any changes thereto, shall promptly notify the other Party of them.

3. Where the restrictive measures referred to in paragraphs 1 and 2 are adopted or maintained, consultations shall be held promptly by the Joint Committee. Such consultations shall assess the balance-of-payments situation of the Party concerned and the restrictive measures adopted or maintained under this Article, taking into account, *inter alia*, factors such as:

- (a) the nature and extent of the balance-of-payments and external financial difficulties;
- (b) the external economic and trading environment; or
- (c) alternative corrective measures which may be available.

The consultations shall address the compliance of any restrictive measures with paragraphs 1 and 2. All findings of statistical and other facts presented by the IMF relating to foreign exchange, monetary reserves and balance-of-payments shall be accepted, and conclusions shall be based on the assessment by the IMF of the balance-of-payments and external financial situation of the Party concerned.

Article 15.8 **General Exceptions**

Subject to the requirement that such measures are not applied in a manner which would constitute a means of arbitrary or unjustifiable discrimination between countries where the same conditions prevail, or a disguised restriction on international trade, nothing in this Agreement shall be construed to prevent the adoption or enforcement by a Party of measures:

- (a) necessary to protect public morals;
- (b) necessary to protect human, animal or plant life or health;
- (c) relating to the importations or exportations of gold or silver;
- (d) necessary to secure compliance with laws or regulations which are not inconsistent with the provisions of this Agreement, including those relating to customs enforcement, the enforcement of monopolies operated under paragraph 4 of Article II and Article XVII of the GATT 1994, the protection of patents, trademarks and copyrights, and the prevention of deceptive practices;
- (e) relating to the products of prison labour;
- (f) imposed for the protection of national treasures of artistic, historic or archaeological value;
- (g) relating to the conservation of exhaustible natural resources if such measures are made effective in conjunction with restrictions on domestic production or consumption;
- (h) undertaken in pursuance of obligations under any intergovernmental commodity agreement which conforms to criteria submitted to the Members of the WTO and not disapproved by them or which is itself so submitted and not so disapproved;
- (i) involving restrictions on exports of domestic materials necessary to ensure essential quantities of such materials to a domestic processing industry during periods when the domestic price of such materials is held below the world price as part of a governmental stabilization plan; *provided* that such restrictions shall not operate to increase the exports of or the protection afforded to such domestic industry, and shall not depart from the provisions of this Agreement relating to non-discrimination; or

(j) essential to the acquisition or distribution of products in general or local short supply; *provided* that any such measures shall be consistent with the principle that the Parties are entitled to an equitable share of the international supply of such products, and that any such measures, which are inconsistent with the other provisions of this Agreement shall be discontinued as soon as the conditions giving rise to them have ceased to exist.

Article 15.9 Security Exceptions

Nothing in this Agreement shall be construed:

- (a) to require a Party to furnish any information the disclosure of which it considers contrary to its essential security interests; or
- (b) to prevent a Party from taking any action which it considers necessary for the protection of its essential security interests
 - (i) relating to fissionable materials or the materials from which they are derived;
 - (ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;
 - (iii) taken in time of war or other emergency in international relations; or
- (c) to prevent a Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

Article 15.10 Exceptions for the Protection of Critical Public Infrastructure

1. Nothing in this Agreement shall be construed to prevent either Party from taking any action which it considers necessary for the protection of its critical public infrastructure (this relates to communications, power, transportation or

water infrastructure providing essential goods or services to the general public) from deliberate attempts to disable or disrupt it.

2. A Party shall not apply paragraph 1 as a deliberate and disguised restriction on trade between the Parties.

Article 15.11 **Disclosure of Information**

1. Nothing in this Agreement shall be construed to require a Party to make available confidential information, the disclosure of which would impede law enforcement, or otherwise be contrary to the public interest, or which would prejudice the legitimate commercial interests of particular enterprises, public or private.

2. Unless otherwise provided in this Agreement, where a Party provides information to the other Party (or to the Joint Committee, sub-committees, working groups or any other bodies) in accordance with this Agreement and designates the information as confidential, the Party (or the Joint Committee, sub-committees, working groups or any other bodies) receiving the information shall maintain the confidentiality of the information, use it only for the purposes specified by the Party providing the information, and shall not disclose it without specific written permission of the Party providing the information.

CHAPTER 16**FINAL PROVISIONS****Article 16.1
Amendments**

The Parties may agree, in writing, to amend this Agreement. Such amendment shall enter into force in the manner set out in paragraph 2 of Article 16.3 (Entry into Force).

**Article 16.2
Joint Interpretations**

The Parties may jointly adopt in writing interpretations of the provisions of this Agreement, which shall be binding on the Parties and all bodies and arbitration panels established under this Agreement.

**Article 16.3
Entry into Force**

1. This Agreement shall be ratified by the EAEU Member States and Singapore and the EAEU shall express its consent to be bound by this Agreement.
2. This Agreement shall enter into force on the first day of the second month following the date on which the Parties exchange written notifications certifying that they have completed their respective internal legal procedures necessary for the entry into force of this Agreement. Such notifications shall be made between the Eurasian Economic Commission and Singapore.

**Article 16.4
Duration and Termination**

1. This Agreement shall be valid indefinitely.
2. The EAEU and the EAEU Member States may terminate this Agreement by means of a written notification to Singapore, or Singapore may terminate this Agreement by means of a written notification to the EAEU. The termination shall take effect six (6) months after the date of the notification.

3. The Agreement shall terminate for any EAEU Member State, which withdraws from the Treaty on the EAEU, on the same date the withdrawal from the Treaty on the EAEU takes place. The Eurasian Economic Commission shall notify Singapore of such withdrawal nine (9) months in advance. The Parties shall consult between themselves to consider the effects of such withdrawal on this Agreement.

4. If an EAEU Member State withdraws pursuant to paragraph 3, this Agreement shall remain in force for the EAEU and the remaining EAEU Member States and Singapore.

Article 16.5 **Annexes and Appendices**

The Annexes and Appendices to this Agreement shall form an integral part thereof.

Article 16.6 **Accession**

1. The accession of a new EAEU Member State to this Agreement shall be negotiated between the EAEU, its Member States, including that new EAEU Member State, and Singapore. Such accession shall be done through an additional protocol to this Agreement.

2. The Eurasian Economic Commission shall promptly notify Singapore of any third country to have received candidate status for accession to the EAEU, the outcome of negotiations with a candidate country on accession to the EAEU, and of the entry into force of any accession to the EAEU.

3. During the negotiations between the EAEU and the candidate country seeking accession to the EAEU, the Eurasian Economic Commission shall endeavour to:

- (a) provide, upon request of Singapore, and to the extent possible, any information regarding any matter covered by this Agreement; and
- (b) take into account any concerns expressed.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have signed this Agreement.

Done at Yerevan, this 1st day of October 2019, in duplicate in the English language.

**FOR THE REPUBLIC OF
ARMENIA**

**FOR THE REPUBLIC OF
SINGAPORE**

**FOR THE REPUBLIC OF
BELARUS**

**FOR THE REPUBLIC OF
KAZAKHSTAN**

FOR THE KYRGYZ REPUBLIC

**FOR THE RUSSIAN
FEDERATION**

**FOR THE EURASIAN
ECONOMIC UNION**