

Most-Favoured Nation Treatment

China shall accord Most-Favoured Nation (MFN) Treatment consistent with WTO rules and disciplines to all the non-WTO ASEAN Member States upon the date of signature of this Agreement.

ARTICLE 10

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 or among the Parties where the same conditions prevail, or a disguised restriction on trade within the ASEAN-China FTA, nothing in this Agreement shall prevent any Party from taking and adopting measures for the protection of its national security or the protection of articles of artistic, historic and archaeological value, or such other measures which it deems necessary for the protection of public morals, or for the protection of human, animal or plant life and health.

ARTICLE 11

Dispute Settlement Mechanism

1. The Parties shall, within 1 year after the date of entry into force of this Agreement, establish appropriate formal dispute settlement procedures and mechanism for the purposes of this Agreement.
2. Pending the establishment of the formal dispute settlement procedures and mechanism under paragraph 1 above, any disputes concerning the interpretation, implementation or application of this Agreement shall be settled amicably by consultations and/or mediation.

ARTICLE 12

Institutional Arrangements For The Negotiations

1. The ASEAN-China Trade Negotiation Committee (ASEAN-China TNC) that has been established shall continue to carry out the programme of negotiations set out in this Agreement.
2. The Parties may establish other bodies as may be necessary to co-ordinate and implement any economic co-operation activities undertaken pursuant to this Agreement.
3. The ASEAN-China TNC and any aforesaid bodies shall report regularly to the ASEAN Economic Ministers (AEM) and the Minister of the Ministry of Foreign Trade and Economic Co-operation (MOFTEC) of China, through the meetings of the ASEAN Senior Economic Officials (SEOM) and MOFTEC, on the progress and outcome of its negotiations.
4. The ASEAN Secretariat and MOFTEC shall jointly provide the necessary secretariat support to the ASEAN-China TNC whenever and wherever negotiations are held.

ARTICLE 13

Miscellaneous Provisions

1. This Agreement shall include the Annexes and the contents therein, and all future legal instruments agreed pursuant to this Agreement.
2. Except as otherwise provided in this Agreement, this Agreement or any action taken under it shall not affect or nullify the rights and obligations of a Party under existing agreements to which it is a party.
3. The Parties shall endeavour to refrain from increasing restrictions or limitations that would affect the application of this Agreement.

ARTICLE 14 Amendments

The provisions of this Agreement may be modified through amendments mutually agreed upon in writing by the Parties.

ARTICLE 15 Depositary

For the ASEAN Member States, this Agreement shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof, to each ASEAN Member State.

ARTICLE 16 Entry Into Force

1. This Agreement shall enter into force on 1 July 2003.
2. The Parties undertake to complete their internal procedures for the entry into force of this Agreement prior to 1 July 2003.
3. Where a Party is unable to complete its internal procedures for the entry into force of this Agreement by 1 July 2003, the rights and obligations of that Party under this Agreement shall commence on the date of the completion of such internal procedures.
4. A Party shall upon the completion of its internal procedures for the entry into force of this Agreement notify all the other parties in writing.

IN WITNESS WHEREOF, WE have signed this Framework Agreement on Comprehensive Economic Co-operation between the Association of South East Asian Nations and the People's Republic of China.

DONE at Phnom Penh, this 4th day of November, 2002 in duplicate copies in the English Language.