

CHAPTER 1 GENERAL PROVISIONS

ARTICLE 1.1 Objectives

The objectives of this Agreement are:

- (a) to achieve the liberalisation of trade in goods, in conformity with Article XXIV of the GATT 1994, pursuant to Chapter 2;
- (b) to achieve the liberalisation of trade in services, in conformity with Article V of the GATS, pursuant to Chapter 5; and
- (c) to achieve further liberalisation on a mutual basis of the government procurement markets of the Parties, pursuant to Chapter 6.

ARTICLE 1.2 General Definitions

For the purposes of this Agreement:

- (a) **GCC Member States** means the United Arab Emirates, the Kingdom of Bahrain, the Kingdom of Saudi Arabia, the Sultanate of Oman, the State of Qatar and the State of Kuwait that are parties to the Charter of the Cooperation Council for the Arab States of the Gulf, and any State which becomes a party to the Charter of the Cooperation Council for the Arab States of the Gulf and accedes to this Agreement pursuant to Article 10.3;
- (b) **GATS** means the General Agreement on Trade in Services in Annex 1B to the WTO Agreement;
- (c) **GATT 1994** means the General Agreement on Tariffs and Trade 1994 in Annex 1A to the WTO Agreement. For the purposes of this Agreement, references to articles in the GATT 1994 include its Notes and Supplementary Provisions;
- (d) **days** means calendar days, including weekends and holidays;
- (e) **WTO** means the World Trade Organization;
- (f) **WTO Agreement** means the Marrakesh Agreement Establishing the World Trade Organization, done at Marrakesh, 15 April 1994; and
- (g) **Joint Committee** means the Joint Committee established pursuant to Article 1.11 of this Agreement.

ARTICLE 1.3

Geographical Scope

Without prejudice to Annex 3 to Chapter 3, this Agreement shall apply:

- (a) to the land territory, internal waters, and the territorial sea of a Party, and the air-space above the territory in accordance with international law; as well as
- (b) beyond the territorial sea, with respect to measures taken by a Party in the exercise of its sovereign rights or jurisdiction in accordance with international law.

ARTICLE 1.4

Taxation

- 1. Unless otherwise provided for in this Agreement, the provisions of this Agreement shall not apply to any taxation measures.
- 2. Nothing in this Agreement shall affect the rights and obligations of any Party under any tax convention. In the event of any inconsistency between this Agreement and any such convention, that convention shall prevail to the extent of the inconsistency.

ARTICLE 1.5

Relation to Other Agreements

- 1. Each Party reaffirms its rights and obligations under the WTO Agreement *vis-à-vis* another Party and/or other agreements to which any one or more of the GCC Member States and Singapore are party thereto.
- 2. This Agreement shall not apply or affect the trade relations among the GCC Member States nor, unless expressly provided in this Agreement, shall it grant to Singapore rights and privileges that a GCC Member State grants exclusively to other GCC Member States.

ARTICLE 1.6

Regional and Local Government

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

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

ARTICLE 1.7

Transparency

1. Subject to Article 1.8, each Party shall, in accordance with its domestic laws and regulations, publish its laws, or otherwise make publicly available its laws, regulations, administrative rulings and judicial decisions of general application as well as international agreements to which the Party is a party, that may affect the operation of this Agreement.

2. Each Party shall promptly respond to specific questions by another Party and provide, upon request, information to that Party on matters referred to in paragraph 1 of this Article.

ARTICLE 1.8

Confidential Information

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

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

ARTICLE 1.9

General Exceptions

1. For the purposes of Chapters 2 and 3, Article XX of the GATT 1994 is incorporated into and forms part of this Agreement, *mutatis mutandis*.

2. For the purposes of Chapter 5, Article XIV of the GATS, including its footnotes, is incorporated into and forms part of this Agreement, *mutatis mutandis*.

ARTICLE 1.10

Security Exceptions

1. Nothing in this Agreement shall be construed:

(a) to require any Party to furnish any information, the disclosure of

which it considers contrary to its essential security interests; or

- (b) to prevent any Party from taking any action which it considers necessary for the protection of its essential security interests:
 - (i) relating to fissionable and fusionable materials or the materials from which they are derived;
 - (ii) relating to the traffic in arms, ammunition and implements of war and to such traffic in other goods and materials as is carried on directly or indirectly for the purpose of supplying a military establishment;
 - (iii) in relation to Chapter 5, relating to the supply of services as carried out directly or indirectly for the purpose of provisioning a military establishment;
 - (iv) relating to the protection of critical public infrastructure, including, but not limited to, critical communications infrastructures, power infrastructures and water infrastructures, from deliberate attempts intended to disable or degrade such infrastructures;
 - (v) taken in time of domestic emergency, or war or other emergency in international relations; or
- (c) to prevent any Party from taking any action in pursuance of its obligations under the United Nations Charter for the maintenance of international peace and security.

2. The Joint Committee shall be informed, to the fullest extent possible, of measures taken under subparagraphs (b)(ii) and (c) of paragraph 1 of this Article.

ARTICLE 1.11

Joint Committee

- 1. A Joint Committee shall be established under this Agreement.
- 2. The Joint Committee:
 - (a) shall be composed of representatives of the GCC Member States and Singapore; and
 - (b) may establish standing or ad hoc sub-committees or working groups and assign any of its powers thereto.
- 3. Unless otherwise mutually agreed by the Parties, the Joint Committee

shall be convened in regular session at least once every two (2) years to review and assess the overall operation of this Agreement. The regular sessions of the Joint Committee shall be held alternately in the territories of the Parties.

4. The Joint Committee shall also hold special sessions within thirty (30) days from the date of a request thereof from any Party.

5. The functions of the Joint Committee shall be as follows:

- (a) to review and assess the results and overall operation of this Agreement in the light of the experience gained during its application and its objectives;
- (b) to consider any amendments to this Agreement that may be proposed by any Party, including the modification of concessions made under this Agreement;
- (c) to endeavour to amicably resolve disputes between the Parties arising from the interpretation or application of this Agreement, or any other Agreement relating to market liberalisation to which they are both parties;
- (d) to supervise and coordinate the work of all sub-committees and working groups established under this Agreement; and
- (e) to carry out any other functions as may be agreed by the Parties.

6. The Joint Committee shall establish its own rules of working procedures.

ARTICLE 1.12

Communications

1. Each Party shall designate a contact point to receive and facilitate official communications among the Parties on any matter relating to this Agreement, except as otherwise provided for in paragraph 4 of Article 2.10 and paragraph 2 of Article 2.11.

2. All official communications in relation to this Agreement shall be either in the Arabic language or in the English language. The Parties agree that the choice of language of any communication shall be determined by considerations of efficiency and convenience.