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Text of the Canada–Panama Free trade agreement – Preamble

Canada and **The Republic of Panama** ("Panama"), hereinafter referred to as "the Parties", resolved to:

Strengthen the special bonds of friendship and cooperation between their peoples;

Contribute to the harmonious development and expansion of world and regional trade and to provide a catalyst to broader international cooperation;

Build on their respective rights and obligations under the *Marrakesh Agreement Establishing the World Trade Organization* and other multilateral and bilateral instruments of cooperation;

Promote hemispheric economic integration;

Create an expanded and secure market for the goods and services produced in their territories, as well as new employment opportunities and improved working conditions and living standards in their respective territories;

Reduce distortions to trade;

Establish clear, transparent and mutually advantageous rules to govern their trade;

Ensure a predictable commercial framework for business planning and investment;

Enhance the competitiveness of their firms in global markets;

Undertake each of the preceding in a manner that is consistent with environmental protection and conservation;

Enhance and enforce environmental laws and regulations, and strengthen their cooperation on environmental matters;

Protect, enhance and enforcebasic workers' rights, strengthen cooperation on labour matters and build on their respective international commitments on labour matters;

Promote sustainable development;

Encourage enterprises operating within their territory or subject to their jurisdiction to respect internationally recognized corporate social responsibility standards and principles and pursue best practices;

Promote broad-based economic development in order to reduce poverty;

Preserve their flexibility to safeguard the public welfare;

and

加拿大-巴拿马自由贸易协定文本——序言

加拿大和巴拿马共和国（以下简称“巴拿马”，以下称“缔约方”），决定：

加强两国人民之间的特殊友谊与合作；

为世界和地区的协调发展及扩张做出贡献

促进贸易，并为更广泛的国际合作提供催化剂；

在《马拉喀什建立世界贸易组织协定》及其他多边与双边合作协定所规定的各自权利和义务基础上建设

促进半球经济一体化；

创建一个扩大和安全的商品和服务市场，以及新的就业机会和各自领土内的工作条件和生活标准的提高；

减少贸易扭曲；

建立明确、透明和互利的规则来管理他们的贸易；

确保为商业规划和投资提供可预测的商业框架；

增强他们在全球市场的企业竞争力；

以与环境保护和保护相一致的方式执行上述各项；

加强并<0xE5><0x90><0x88><0xE5><0x8A><0xA0>环境法律法规，并加强其在环境事务上的合作；

保护、加强并<0xE5><0x90><0x88><0xE5><0x8A><0xA0>基本劳动者权利，加强在劳工事务上的合作，并在此基础上继续推进各自在劳工事务上的国际承诺；

促进可持续发展；

鼓励 在其领土内或受其管辖的企业尊重国际公认的企业社会责任标准和原则，并追求最佳<0xE6><0x83><0x85><0xE5><0x8A><0xA0>；

促进 广泛的经济发展，以减少贫困；

保留其灵活性以维护公共福利；

and

Affirming their rights and obligations under the WTO *Agreement on Trade-Related Aspects of Intellectual Property Rights* and other intellectual property agreements to which both Parties are party;

Affirming the right to fully avail themselves of the flexibilities established in the TRIPS Agreement, including those related to the protection of public health and in particular the promotion of access to medicines for all, and taking note of the WTO *General Council Decision on the implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health* adopted 30 August 2003 and the *Protocol amending the TRIPS Agreement* of 6 December 2005;

Recognizing the differences in the level of development and the size of the Parties' economies and the importance of creating opportunities for economic development;

Recognizing that the promotion and the protection of investments of investors of one Party in the territory of the other Party will be conducive to the stimulation of mutually beneficial business activity;

Recognizing that states must maintain the ability to preserve, develop and implement their cultural policies for the purpose of strengthening cultural diversity, given the essential role that cultural goods and services play in the identity and diversity of societies and the lives of individuals; and

Affirming their commitment to respect the values and principles of democracy and to promote and protect human rights and fundamental freedoms as proclaimed in the *Universal Declaration of Human Rights*;

Have agreed as follows:

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确认缔约方根据世界贸易组织《与贸易有关的知识产权协定》及其他知识产权协定所享有的权利和义务;

确认 充分享受TRIPS协定中规定的灵活性之权利，包括与保护公共卫生相关以及特别是促进全民获得药品的灵活性，并注意到世界贸易组织 关于实施多哈宣言：与贸易有关的知识产权协定和公共卫生 第*6*段的决定 于2003年8月30日通过以及修订与贸易有关的知识产权协定的议定书 于2005年12月6日;

认识到 缔约方之间发展水平和经济规模的不同以及创造经济发展机会的重要性;

认识到 促进和保护一方投资者在另一方领土上的投资将有利于刺激互利商业活动;

认识到 鉴于文化商品和服务在社会身份和个体生活中的重要作用，国家必须保持保存、发展和实施其文化政策的权利，以加强文化多样性；以及

确认其对尊重民主价值观和促进和保护《世界人权宣言》所宣布的人权和基本自由的承诺;

同意 如下：

在此页面上报告问题

Text of the Canada–Panama Free trade agreement – Chapter one: Initial provisions and general definitions

加拿大-巴拿马自由贸易协定文本 – 章节 一：初始条款和一般定义

Section A – General definitions

第A节 – 一般定义

Article 1.01: Definitions of general application

1. For purposes of this Agreement, unless otherwise specified:

Agreement on the Environment means the Agreement on the Environment between Canada and the Republic of Panama;

Commission means the Joint Commission established under Article 21.01 (Administration of the Agreement – Joint Commission);

Coordinators means the Agreement Coordinators established under Article 21.02 (Administration of the Agreement – Agreement Coordinators);

customs duty includes a customs or import duty and a charge of any kind imposed on or in connection with the importation of a good, including a form of surtax or surcharge in connection with that importation, but does not include:

a. a charge equivalent to an internal tax imposed consistently with Article III:2 of the GATT 1994, in respect of like, directly competitive or substitutable goods of the Party, or in respect of goods from which the imported good has been manufactured or produced in whole or in part;

第1.0 1条：普遍适用定义

1. 根据本协议，除非另有规定：

环境协定是指加拿大与巴拿马共和国之间的环境协定；**委员会**是指根据第21.01条（协定管理——联合委员会）建立的联合委员会；**协调员**是指根据第21.02条（协定管理——协定协调员）建立的协定协调员；

关税包括关税或进口税以及与商品进口有关或与之相关的任何形式的附加税或附加费，但不包括：

a. 一方国内法与《1994年关税及贸易总协定》第III条2款一致所征收的、相当于内部税的收费，针对一方的同类、直接竞争或可替代商品，或针对进口货物已全部或部分制造或生产的商品；

b. an anti-dumping or countervailing duty that is applied pursuant to a Party's domestic law;

b. 根据一方国内法征收的反倾销或反补贴关税；

c. a fee or other charge imposed consistent with Article 2.11 (National Treatment and Market Access for Goods – Customs User Fees and Similar Charges); and

c. 一项与第2.11条（货物国民待遇和市场准入——海关用户费和类似费用）一致的费或类似费用；和

d. a premium offered or collected on an imported good arising out of any tendering system in respect of the administration of quantitative import restrictions, tariff rate quotas or tariff preference levels;

d. 在关于数量性进口限制、关税配额或关税优惠水平的行政管理方面，因任何招标制度而产生的进口货物的溢价；

Customs Valuation Agreement means the WTO Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994;

海关估价协定 是指《关税及贸易总协定1994年》第VII条的适用协定；

days means calendar days, including weekends and holidays;

日 是指日历日，包括周末和假日；**企业**是指根据适用法律成立或组织的实体，无论是否营利性，以及是否私营或国有，包括公司、信托、合伙企业、个体工商户、合资企业或其他协会；

enterprise means an entity constituted or organized under applicable law, whether or not for profit, and whether privately owned or governmentally owned, including a corporation, trust, partnership, sole proprietorship, joint venture or other association;

existing means in effect on the date of entry into force of this Agreement;

有效的 是指在本协定生效日期有效的；

GATS means the WTO General Agreement on Trade in Services;

服务贸易总协定是指世界贸易组织服务贸易总协定；

GATT 1994 means the WTO General Agreement on Tariffs and Trade 1994;

1994年关税及贸易总协定是指1994年关税及贸易总协定;

goods of a Party means domestic products as these are understood in the GATT 1994 or such goods as the Parties may agree, and includes originating goods of that Party;

一方货物是指根据1994年关税及贸易总协定所理解的国内产品，或各方同意的货物，并包括该方的原产地商品；**协调制度**（HS）是指协调商品描述和编码系统，包括其解释总则、分节注释、章节注释和子目注释;

Harmonized System (HS) means the Harmonized Commodity Description and Coding System, including its General Rules of Interpretation, Section Notes, Chapter Notes and subheading notes;

heading means a four-digit number, or the first four digits of a number, used in the nomenclature of the Harmonized System;

品目是指协调制度分类目录中使用的四位数，或一个数字的前四位；**措施**包括法律、法规、程序、要求或做法;

measure includes a law, regulation, procedure, requirement or practice;

national means a natural person who has the nationality of a Party or is a citizen according to Article 1.02, or is a permanent resident of a Party;

国民是指具有一方国籍的自然人，根据第1.02条是公民，或是一方的永久居民;

New York Convention means the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958;

纽约公约 是指1958年6月10日在纽约订立的承认及执行外国仲裁裁决公约;

originating *means qualifying under the rules of origin set out in Chapter Three (Rules of Origin);*

原产地 是指符合第三章（原产地规则）中规定的原产地规则；

person *means a natural person or an enterprise;*

个人 指自然人或企业；

person of a Party *means a national, or an enterprise of a Party;*

sanitary or phytosanitary measure *means a measure referred to in Annex A, paragraph 1 of the SPS Agreement;*

SPS Agreement *means the WTO Agreement on the Application of Sanitary and Phytosanitary Measures;*

一方人员 指国民或一方的企业；**卫生或植物卫生措施** 指SPS协定附件A第1段所述的措施；**SPS协定** 指世界贸易组织关于实施卫生和植物卫生措施协定；

state enterprise *means an enterprise that is owned, or controlled through ownership interests, by a Party;*

subheading *means a six -digit number, or the first six digits of a number, used in the nomenclature of the Harmonized System;*

tariff classification *means the classification of a good or material under a chapter, heading or subheading of the Harmonized System;*

国有企业 指由一方拥有或通过所有权利益控制的企业；**子目** 指协调制度分类目录中使用的六位数编号，或编号的前六位数字；**关税分类** 指根据协调制度章节、品目或子目对商品或材料的分类；

tariff elimination schedule *means Annex 2.04 (National Treatment and Market Access for Goods – Tariff Elimination);*

telecommunications *means the transmission and reception of signals by electromagnetic means;*

关税消除时间表 意味着附件2。０４(货物国民待遇和市场准入——关税消除)；**电信** 意味着通过电磁方式传输和接收信号；

Tribunal means an arbitration tribunal established under Article 9.23 or 9.27 (Investment – Submission of a Claim to Arbitration and Consolidation);

TPA means the Trade Promotion Agreement between Panama and the United States of America, done on June 28, 2007;

TRIPS Agreement means the WTO Agreement on Trade -Related Aspects of Intellectual Property Rights;

Uniform Regulations means "Uniform Regulations" established under Article 4.12 (Customs Procedures – Uniform Regulations); and

WTO Agreement means the Marrakesh Agreement Establishing the World Trade Organization, done on 15 April 1994.

2. For purposes of this Agreement, a word in the singular includes that word in the plural, except where otherwise indicated.

Article 1.02: Country-specific definitions

For purposes of this Agreement, unless otherwise specified:

citizen means, with respect to Canada, a natural person who is a citizen of Canada under Canadian legislation;

national government means:

仲裁庭 意味着根据第9.23条或9.27条（投资——仲裁索赔的提交和合并）建立的仲裁庭；

TPA 是指巴拿马和美国之间的贸易促进协定，签订于2007年6月28日；

TRIPS Agreement 是指与贸易有关的知识产权协定（世界贸易组织协定）；
Uniform Regulations 是指根据第4.12条（海关程序——统一法规）建立的"统一法规"；和

WTO Agreement 是指1994年4月15日签订的马拉喀什建立世界贸易组织协定。

2. 根据本协议，单数形式的词语包括其复数形式，除非另有说明。

第1.0 2条：国家特定定义

根据本协议，除非另有规定：**公民** 是指，就加拿大而言，根据加拿大立法成为加拿大公民的自然人；**国家政府**是指：

a. *with respect to Canada, the Government of Canada; and*

b. *with respect to Panama, the national level of government;*

natural person who has the nationality of a Party *means, with respect to Panama, Panamanians by birth, naturalization or adoption, in accordance with Articles 9, 10, and 11 of the Constitution of the Republic of Panama;*

sub-national government *means:*

a. *with respect to Canada, provincial, territorial, or local governments; and*

b. *with respect to Panama, local governments;*

territory *means:*

a. *with respect to Canada, (i) the land territory, air space, internal waters and territorial sea of Canada; (ii) the exclusive economic zone of Canada, as determined by its domestic law, consistent with Part V of the United Nations Convention on the Law of the Sea done at Montego Bay on 10 December 1982 (UNCLOS); and (iii) the continental shelf of Canada, as determined by its domestic law, consistent with Part VI of UNCLOS;*

b. *with respect to Panama, the land, maritime, and air space under its sovereignty; the exclusive economic zone, and the*

a. 就加拿大而言，加拿大政府；以及b. 就巴拿马而言，国家级政府；

具有一方国籍的自然人 是指，就巴拿马而言，根据巴拿马共和国宪法第9条、第10条和第11条的规定，出生、归化或收养的巴拿马人；

次国家政府 是指：

a. 就加拿大而言，省、地区或地方政府；和b. 就巴拿马而言，地方政府；

领土 是指：

a. 就加拿大而言，(i) 加拿大的陆地领土、领空、内水和领海；(ii) 根据其国内法确定的加拿大的专属经济区，与在蒙特哥贝于1982年12月10日通过的《联合国海洋法公约》第V部分一致（UNCLOS）；以及 (iii) 根据其国内法确定的加拿大的大陆架，与UNCLOS第VI部分一致；

b. 关于巴拿马，其主权下的陆地、海洋和领空；专属经济区，以及

continental shelf within which it exercises sovereign rights and jurisdiction in accordance with its domestic law and international law.

其行使主权权利和管辖权的<code>大陆架</code>，根据其<code>国内法</code>和<code>国际法</code>。

Section B – Initial provisions

B部分 – 初始条款

Article 1.03: Establishment of the free trade area

The Parties to this Agreement, consistent with Article XXIV of the GATT 1994 and Article V of the GATS, hereby establish a free trade area.

第1.03条：自由贸易区的设立

本协议的缔约方，根据1994年关税及贸易总协定第XXIV条和世界贸易组织服务贸易总协定第V条，兹设立自由贸易区。

Article 1.04: Relation to other agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which the Parties are party.

2. In the event of any inconsistency between this Agreement and the agreements referred to in paragraph 1, this Agreement shall prevail, except as otherwise provided in this Agreement.

3. The WTO Agreement exclusively governs the rights and obligations of the Parties regarding subsidies and the application of anti-dumping and countervailing measures, including the settlement of any disputes about those matters. This paragraph

第1.04条：与其他协定的关系

1. 缔约方重申其根据世界贸易组织协定以及其他缔约方参与的其他协定，就彼此之间所享有的现有权利和义务。

2. 如本协议与第1段所述协定之间存在任何不一致，本协议应优先适用，除非本协议另有规定。

3. 世界贸易组织协定专门规范缔约方关于补贴以及反倾销和反补贴措施的权利和义务，包括解决有关这些事项的任何争端。本段

does not apply to Articles 2.04(5) and 2.13 (National Treatment and Market Access for Goods - Tariff Elimination and Agricultural Export Subsidies).

不适用于第2.04(5)条和2.13条（货物国民待遇和市场准入——关税消除和农业出口补贴）。

Article 1.05: Extent of obligations

Each Party is fully responsible for the observance of all provisions of this Agreement and shall take such reasonable measures as may be available to it to ensure observance of the provisions of this Agreement, except as otherwise provided in this Agreement, by the sub -national governments and authorities within its territory.

第1.05条：义务的范围

每一方应对本协定所有条款的遵守负全部责任，并应采取其所能采取的合理措施以确保本协定条款在本方领土内的下级政府当局遵守，但本协定另有规定的除外。

Article 1.06: Relation to environmental and conservation agreements

In the event of an inconsistency between an obligation in this Agreement and an obligation of a Party under an agreement listed in Annex 1.06, the latter obligation shall prevail provided that the measure taken is necessary to comply with that obligation, and is not applied in a manner that would constitute, where the same conditions prevail, arbitrary or unjustifiable discrimination or a disguised restriction on international trade.

第1.06条：与环境和保护协定的关系

在本协定项下的义务与附件1.06中列出的协定项下的任何一方义务之间发生不一致时，如果采取的措施是履行该义务所必需的，并且不是以在相同条件下构成任意或不合理的歧视或隐蔽的贸易限制的方式应用的，则后者的义务应优先适用。

Article 1.07: Reference to other agreements

第1.0 7条：对其他协定的引用

Where this Agreement refers to or incorporates by reference other agreements or legal instruments in whole or in part, those references include related footnotes, interpretative and explanatory notes. Except where the reference affirms existing rights, such references also include, as the case may be, successor agreements to which the Parties are party or amendments binding on the Parties.

如果本协议引用或通过引用方式纳入了全部或部分其他协定或法律文件，则这些引用包括相关的脚注、解释性说明。除非引用确认了有效的权利，否则这些引用还可能包括缔约方是缔约方的后续协议或对缔约方具有约束力的修正案。

Annex 1.06: Multilateral environmental agreements

附件1.06：多边环境协定

a. The Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington on 3 March 1973, as amended on 22 June 1979.

a. 濒危野生动植物种国际贸易公约，于1973年3月3日在华盛顿签署，并于1979年6月22日修正。

b. The Montreal Protocol on Substances that Deplete the Ozone Layer, done at Montreal on 16 September 1987, as amended 29 June 1990, as amended 25 November 1992, as amended 17 September 1997, as amended 3 December 1999.

b. 蒙特利尔议定书关于消耗臭氧层物质，于1987年9月16日在蒙特利尔签署，并于1990年6月29日、1992年11月25日、1997年9月17日和1999年12月3日修正。

c. The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, done at Basel on 22 March 1989.

c. 巴塞尔公约关于控制危险废物跨界移动及其处置，于1989年3月22日在巴塞尔签署。

d. The Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in

d. 《鹿特丹公约关于某些危险化学品和农药的先期知情同意程序》

International Trade, done at Rotterdam on 10 September 1998.

e. The Stockholm Convention on Persistent Organic Pollutants, done at Stockholm on 22 May 2001.

国际贸易，于1998年9月10日在鹿特丹签署。

e. 《斯德哥尔摩关于持久性有机污染物的公约》，于2001年5月22日在斯德哥尔摩签署。

Text of the Canada–Panama Free trade agreement – Chapter two: National treatment and market access for goods

加拿大-巴拿马自由贸易协定文本 - 第二章：货物国民待遇和市场准入

Article 2.01: Definitions

For purposes of this Chapter:

Advertising films and recordings means recorded visual media or audio materials, consisting essentially of images or sound, showing the nature or operation of a good or service offered for sale or lease by a person established or resident in the territory of a Party, provided that those materials are of a kind suitable for exhibition to a prospective customer but not for broadcast to the general public, and provided that they are imported in a packet that contains no more than one copy of each film or recording and that does not form part of a larger consignment;

Agricultural good means a product listed in Annex 1 of the WTO Agreement on Agriculture;

Commercial sample means:

1. a good that is:
    a. representative of a particular category of good produced outside the territory of a Party, and
    b. imported only for the purpose of being exhibited or demonstrated to solicit orders for a similar good to be supplied from outside the territory of a Party; or
    2. a film, chart, projector, scale model or similar item, imported only for the purpose of illustrating a particular category of good produced outside the territory of a Party to solicit orders for a similar good to be supplied from outside the territory of a Party;

第2.01条：定义

本章规定：

广告影片和录音是指录制的视觉媒体或音频材料，主要由图像或声音组成，展示由一方领土内设立或居住的个人提供的货物或服务的性质或操作，前提是这些材料适合向潜在客户展示但不适合向公众广播，并且它们被进口在包含每个影片或录音不超过一份的包裹中，并且不属于大宗货物；

农业商品是指《世界贸易组织农业协定》附件1中列出的产品；

商业样品是指：

1. 商品是指：a.

    代表特定类别且在aParty领土外生产的商品，以及b.仅进口用于展示或演示以征求从aParty领土外供应类似商品的订单的商品；或2.影片、图表、投影仪、比例模型或类似物品，仅进口用于说明在aParty领土外生产的特定类别的商品以征求从aParty领土外供应类似商品的订单；

Commercial sample of negligible value means a commercial sample having a value, individually or in the aggregate as shipped, of not more than 1 USD, or the equivalent amount in the currency of either of the Parties, or so marked, torn, perforated or otherwise treated that it is unsuitable for sale or for use except as a commercial sample;

3.

consumed means:

1. actually consumed; or
2. further processed or manufactured so as to result in a substantial change in value, form or use of the good or in the production of another good;

duty-free means free of customs duties;

good imported for sports purposes means a good required for use in sports contests, demonstrations or training in the territory of the Party into whose territory the good is imported;

good intended for display or demonstration includes the good's component parts, ancillary apparatus and accessories;

printed advertising material means a good classified in Chapter 49 of the Harmonized System, including a brochure, pamphlet, leaflet, trade catalogue, yearbook published by a trade association, tourist promotional material or poster, that is:

1. used to promote, publicize or advertise a good or service;
2. essentially intended to advertise a good or service; and
3. supplied free of charge;

SCM Agreement means the WTO Agreement on Subsidies and Countervailing Measures; and

TRQ means a tariff-rate quota described in Article 2.16.

Article 2.02: Scope of application

This Chapter applies to trade in goods of a Party, except as otherwise provided in this Agreement.

Section I – National treatment

商业样品的微不足道价值是指单个商品或整体装运的价值不超过1美元，或缔约任何一方的货币等值金额，或以标记、撕裂、穿孔或以其他方式处理使其不适合销售或除作为商业样品外不适合使用的商业样品；

3.

消耗是指：

1. 实际消耗；或2. 进一步加工或制造，导致货物价值、形式或用途发生实质性变化，或导致另一种货物的生产；

免税是指免征关税；

用于体育目的进口的货物是指为在货物被进口的缔约方领土内进行的体育竞赛、演示或培训而使用的货物；

用于展示或示范的货物包括货物的组成部分、辅助设备和附件；

印刷广告材料是指协调制度第49章分类的货物，包括小册子、小册子、传单、贸易目录、行业协会出版的年鉴、旅游宣传材料或海报，其定义为：

1. 用于推广、宣传或广告宣传商品或服务；2. 本质上旨在广告宣传商品或服务；和3. 免费提供；

SCM Agreement means the WTO Agreement on Subsidies and Countervailing Measures；和

TRQ means a tariff-rate quota described in Article 2.16。

第2.02条：适用范围

本章适用于一方货物贸易，但本协议另有规定的除外。

第I节 – 国民待遇

Article 2.03: National treatment

Each Party shall accord national treatment to the goods of the other Party in accordance with Article III of the GATT 1994, and to this end Article III of the GATT 1994 is incorporated into and made part of this Agreement.

The treatment to be accorded by a Party under paragraph 1 means, with respect to a sub-national government, treatment no less favourable than the most favourable treatment accorded by that sub-national government to a like, directly competitive or substitutable good, as the case may be, of the Party of which it forms a part.

Paragraphs 1 and 2 do not apply to a measure set out in Annex 2.03 (Exceptions to Articles 2.03 and 2.08).

Section II – Tariffs

Article 2.04: Tariff elimination

Except as otherwise provided in this Agreement, neither Party may increase any existing customs duty, or adopt any customs duty, on an originating good.

Except as otherwise provided in this Agreement, each Party shall progressively eliminate its customs duties on originating goods in accordance with its Schedule to Annex 2.04.

During the tariff elimination process, each Party shall apply to originating goods traded between the Parties the lesser of the customs duties resulting from a comparison between the rate established in the Party's Schedule to Annex 2.04 and the existing rate under Article II of GATT 1994.

On the request of a Party, the Parties shall discuss accelerating the elimination of customs duties set out in their Schedules to Annex 2.04 or incorporating into a Schedule a good that is not subject to elimination. An agreement between the Parties to accelerate the elimination of a customs duty on a good or to include a good in a Schedule to Annex 2.04 shall supersede a rate of duty or staging category determined pursuant to a Schedule for such good when approved by each Party in accordance with its applicable legal procedures.

The Parties acknowledge Panama's rights and obligations under Article 27.4 of the SCM Agreement and note the Decision of the General Council, WTO document WT/ L/691 of July 31, 2007. However, if Panama enters or has entered into an agreement with a non- Party, in which it undertakes to eliminate a program permitted under Article 27.4 of the SCM Agreement as it applies to a good manufactured in its territory and exported to the non- Party, it shall also eliminate

第2.0 3条：国民待遇

每一方应根据GATT 1994第III条给予另一方的货物国民待遇，为此，GATT 1994第III条被纳入并成为本协议的一部分。

一方根据第1段给予的待遇，是指对于一个下级政府，其待遇不得低于该下级政府给予其组成部分的一方类似、直接竞争或可替代的商品（视情况而定）的最惠国待遇。

第1段和第2段不适用于附件2.03中规定的措施（第2.03条和第2.08条的例外）。

第二部分 – 关税

第2.04条：关税消除

除非本协议另有规定，任何一方均不得增加任何有效关税，或对原产地商品征收任何关税。

根据本协议其他规定，每一方应根据其附件2.04的出价表，逐步消除其原产地商品的关税。

在关税消除过程中，每一方应将原产地商品关税应用于缔约方之间贸易的商品，其关税税率为：附件2.04中一方出价表所确定的税率与1994年关税及贸易总协定第II条下有效税率中较低者。

应一方请求，缔约方应讨论加速消除附件2.04中规定的关税，或将不受消除约束的商品纳入清单。缔约方就加速消除某商品关税或将其纳入附件2.04清单达成协议时，该协议应取代根据清单为该商品确定的关税税率或过渡类别，前提是该协议经每一方根据其适用法律程序批准。

缔约方承认巴拿马根据补贴和反补贴措施协定第27.4条享有的权利和义务，并注意到世界贸易组织总理事会的决定，即WTO文件WT/L/691，日期为2007年7月31日。然而，如果巴拿马与一方达成协议或已达成协议，在该协议中，巴拿马承诺消除根据补贴和反补贴措施协定第27.4条允许的项目，该项目适用于在其领土内制造并出口到一方的商品，则巴拿马也应消除

the program as it applies to a good manufactured in its territory and exported to Canada.

For greater certainty, a Party may:

a. modify a tariff outside this Agreement on a good for which no tariff preference is claimed under this Agreement;
b. raise a customs duty to the level established in its Schedule to Annex 2.04 following a unilateral reduction; or
c. maintain or increase a customs duty as authorized by the Dispute Settlement Body of the WTO Agreement or an Agreement under the WTO Agreement.

Article 2.05: Temporary admission of goods

1. Each Party shall grant duty-free temporary admission for the following goods, regardless of their origin and regardless of whether like, directly competitive or substitutable goods are available in the territory of the Party:

    a. professional equipment necessary for carrying out the business activity, trade or profession of a person qualifying for temporary entry pursuant to Chapter Thirteen (Temporary Entry for Business Persons);
    b. equipment for the press or for sound or television broadcasting and cinematographic equipment;
    c. good admitted for sports purposes and good intended for display or demonstration; and
    d. commercial sample and advertising films and recordings.

2. A Party may not impose a condition on the duty-free temporary admission of a good referred to in paragraph

    a. 1(a), (b) or (c), other than to require that the good :
    b. be imported by a national or resident of the other Party seeking temporary entry;
    c. be used only by or under the personal supervision of that person in the exercise of the business activity, trade, profession or sport of that person;
    d. not be sold or leased while in its territory;
    e. be accompanied by a security in an amount no greater than the charges that would otherwise be owed on entry or final importation, releasable on exportation of the good;
    f. be capable of identification when exported;
    g. be exported on the departure of that person or within such other period as is reasonably related to the purpose of the temporary admission; or
    h. be admitted in no greater quantity than is reasonable for its intended use.

该项目适用于在其领土内制造并出口到加拿大的商品。

为明确起见，一方可以：

a. 对本协议未主张关税优惠的货物，修改本协议之外的关税；b. 在单方面减让后，将关税提高到其附件2.0 4中规定的水平；或c. 维持或提高关税，如世界贸易组织协定或世界贸易组织协定项下协议的争端解决机构授权的那样。

第2.0 5条：货物的临时入境

1. 每一方应根据第十三章（商务人员临时入境）为符合临时入境资格的人员授予以下货物的免税临时入境，无论其原产地如何，也无论在方领土内是否有同类、直接竞争或可替代商品：

    a. 为执行商务活动、贸易或职业的专业人员所必需的专业设备；b. 新闻媒体设备、声音或电视广播设备和电影设备；c. 用于体育目的的货物和用于展示或示范的货物；以及d. 商业样品和广告影片和录音。

2. 一方不得对第款所述商品的免税临时入境施加条件

    a. 1(a)、(b)或(c)，但要求该商品：b. 由寻求临时入境的另一方法国的国民或居民进口；c. 仅由该人本人使用或在本人个人监督下使用，以从事该人的商业活动、贸易、职业或体育活动；d. 在其领土内不得出售或租赁；e. 随附不超过在入境或最终进口时本应缴纳的费用金额的保证金，该保证金在商品出口时可解除；f. 在出口时能够识别；g. 在该人离境时或在该人临时入境目的合理相关的时间内出口；或h. 以不超过其预期用途所合理数量的商品被准予入境。

3.A Party may not impose a condition on the the duty-free temporary admission of a good referred to in paragraph 1(d), other than to require that the good :

a. be imported solely for soliciting orders for:

1. a good of the other Party or a non- Party, or
2. a service provided from the territory of the other Party or a non- Party;

b. not be sold, leased or used for anything other than exhibition or demonstration while in its territory;

c. be capable of identification when exported;

d. be exported within a period that is reasonably related to the purpose of the temporary import;

e. be imported in no greater quantity than is reasonable for its intended use; or

f. be accompanied by a security in an amount no greater than the charges that would otherwise be owed on entry or final importation, releasable on exportation of the good.

4.Where a good is temporarily admitted duty-free under paragraph 1 and a condition a Party imposes under paragraphs 2 or 3 has not been fulfilled, the Party may impose:

a. the customs duty and any other charge that would be owed on entry or final importation of the good; and

b. any applicable criminal, civil or administrative penalties that the circumstances may warrant.

5.Except as otherwise provided in this Agreement, a Party may not :

a. prevent a vehicle or container used in international traffic that enters its territory from the territory of the other Party from departing its territory on a route that is reasonably related to the economic and prompt departure of that vehicle or container;

b. require a security or impose a penalty or charge solely by reason of a difference between the port of entry and the port of departure of a vehicle or container;

c. impose a condition on the release of an obligation, including a security, that it imposes in respect of the entry of a vehicle or container into its territory on exiting through a particular port of departure; or

d. require that the vehicle or carrier bringing a container from the territory of the other Party into its territory be the same vehicle or carrier taking such container to the territory of the other Party.

6.For purposes of paragraph 5, "vehicle" means truck, truck tractor, tractor, trailer unit or trailer, locomotive, or railway car or other railroad equipment.

3. 一方不得对第1(d)条所述商品的免税临时入境施加条件，但要求该商品：

a. 仅用于向：

1. 另一方或非方的商品，或 2. 从另一方或非方领土提供的服务；

b. 在其领土内不得出售、租赁或用于展览或演示以外的任何其他用途；c. 在出口时能够识别；d. 在与临时进口目的合理相关的期限内出口；e. 进口数量不得超过其预期用途的合理数量；或 f. 随附不超过在商品出口时应缴纳的入境或最终进口关税及其他费用的保证金，并在商品出口时解除。

4. 当商品根据第1段临时免税进口，且一方根据第2段或第3段规定的条件未得到满足时，该方可施加：

a. 该商品入境或最终进口时应缴纳的关税及其他费用；以及 b. 情况所需适用的刑事、民事或行政处罚。

5.除本协议另有规定外，一方不得：

a. 阻止进入其领土而从另一方领土出发、用于国际运输的车辆或容器，在与其经济性和及时离境相关的合理路线上离开其领土； b. 仅因车辆或容器的入境港与离境港之间的差异而要求提供保证金、施加罚款或费用； c. 对其要求在车辆或容器进入其领土时通过特定离境港而施加的义务的解除条件施加限制，包括保证金；或 d. 要求将容器从另一方领土运入其领土的车辆或承运人必须是与将此类容器运回另一方领土的车辆或承运人相同。

6 .根据第5段的目的，“车辆”是指卡车、卡车牵引车、牵引车、拖车单元或拖车、机车或铁路车辆或其他铁路设备。

Article 2.06: Duty-free entry of certain commercial samples and printed advertising material

A Party shall grant duty-free entry to a commercial sample of negligible value, and to printed advertising material, imported from the territory of the other Party, regardless of their origin, but may require that :

1. the sample be imported solely for the solicitation of orders for:

   a. a good of the other Party or a non- Party, or
   b. a service provided from the territory of the other Party or a non- Party; or

2. the advertising material be imported in a packet containing no more than one copy of the material and that neither the materials nor the packet form part of a larger consignment.

Article 2.07: Good re-entered after repair or alteration

A Party may not apply a customs duty to a good, regardless of its origin, that re-enters its territory after that good has been temporarily exported from its territory to the territory of the other Party for repair or alteration, regardless of wheter such repair or alteration could be performed in its territory.

A Party may not apply a customs duty to a good, regardless of its origin, imported temporarily from the territory of the other Party for repair or alteration.

For 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.

Paragraph 1 does not cover a good imported in bond, into foreign trade zones, or in similar status, that is exported for repair and not re-imported in bond, into foreign trade zones, or in similar status.

Section III – Non-tariff measures

Article 2.08: Import and export restrictions

第2.0 6条：某些商业样品和印刷广告材料的免税输入

印刷广告材料

一方应向从另一方领土进口的商业样品的微不足道价值以及印刷广告材料（无论其原产地如何）提供免税输入，但可以要求：

1.样品仅用于招揽以下订单：

a. 另一方或非方的商品，或 b. 从另一方或非方领土提供的服务；或

2.广告材料以包裹形式进口，包裹内不超过一份材料，且材料或包裹不属于大宗货物。

第2.0 7条：修理或改装后重新进入的商品

一方不得对暂时出口至另一方领土进行修理或改装后重新进入其领土的商品（无论该商品的原产地如何）征收关税，无论这种修理或改装是否可以在其领土内进行。

一方不得对暂时从另一方领土进口进行修理或改装的商品（无论其原产地如何）征收关税。

就本条而言，修理或改装不包括一项操作或工艺：

a. 破坏商品的基本特性或创造一个新的或商业上不同的商品；或 b. 将未完成商品转变为完成商品。

第1段不包括保税进口、进入自由贸易区或处于类似状态的商品，该商品出口进行修理，且未保税重新进口、进入自由贸易区或处于类似状态。

第三部分 – 非关税措施

第2.0版第8条：进出口限制

Except as otherwise provided in this Agreement, a Party may not adopt or maintain a prohibition or restriction on the importation of a good of the other Party or on the exportation or sale for export of a good destined for the territory of the other Party, except in accordance with Article XI of the GATT 1994, and to this end Article XI of the GATT 1994 is incorporated into and made a part of this Agreement.

The Parties understand that the GATT 1994 rights and obligations incorporated by paragraph 1 prohibit:

a. an export price requirement in a circumstance in which another form of restriction is prohibited; and,
b. an import price requirement, except as permitted in enforcement of countervailing and antidumping orders and undertakings.

In the event that a Party adopts or maintains a prohibition or restriction on the importation from or exportation to a non- Party of a good, this Agreement does not prevent the Party from:

a. limiting or prohibiting the importation from the territory of the other Party a good of that non- Party; or
b. requiring as a condition of export of a good of the Party to the territory of the other Party that the good not be re-exported to the non- Party, directly or indirectly, without being consumed in the territory of the other Party.

In the event that a Party adopts or maintains a prohibition or restriction on the importation of a good from a non- Party, the Parties, on request of the other Party, shall discuss with a view to avoiding undue interference with or distortion of pricing, marketing and distribution arrangements in the other Party.

Paragraphs 1 through 4 do not apply to a measure set out in Annex 2.03.

Article 2.09: Distilled spirits

A Party may not adopt or maintain a measure requiring that distilled spirits imported from the territory of the other Party for bottling be blended with distilled spirits of the Party.

Article 2.10: Export taxes

A Party may not adopt or maintain a duty, tax or other charge on the export of a good to the territory of the other Party unless the duty, tax or charge is adopted or maintained on the good when destined for domestic consumption.

除本协议另有规定外，一方不得采取或维持对另一方商品进口的禁止或限制，或对预定运往另一方领土的商品出口或出口销售的禁止或限制，除非根据GATT 1994第十一条，为此目的，GATT 1994第十一条被纳入并成为本协议的一部分。

缔约方理解，第1段所纳入的1994年关税及贸易总协定权利和义务禁止：

a. 在禁止其他形式限制的情况下，要求出口价格；以及，b. 要求进口价格，但除反补贴和反倾销裁决和承担的执行所允许的情况外。

如果一方采用或维持对从非方进口或向非方出口某种商品的禁止或限制，本协议并不阻止该方：

a. 限制或禁止从另一方领土进口该非方的某种商品；或 b. 要求该方的某种商品出口到另一方领土时，该商品未经在另一方领土内消耗，不得直接或间接地重新出口到非方。

如果一方采用或维持对从非方进口某种商品的禁止或限制，缔约方应根据另一方的请求进行磋商，以避免不当干预或扭曲另一方的定价、营销和分销安排。

第1段至第4段不适用于附件2.03中规定的一项措施。

第2.09条：蒸馏酒

一方不得采用或维持一项要求将另一方领土进口的禁止装瓶的蒸馏酒与该方的蒸馏酒混合的措施。

第2.10条：出口税

一方不得对向另一方领土出口的商品征收或维持关税、税或其他费用，除非该商品在供国内消费时被征收或维持关税、税或费用。

Article 2.11: Customs user fees and similar charges

No Party may adopt or maintain a fee or charge on or in connection with importation of a good of the other Party that is not commensurate with the cost of services rendered.

Paragraph 1 does not prevent a Party from imposing a customs duty or a charge set out in paragraphs (a), (b), or (d) of the definition of "customs duty".

The Parties affirm that nothing in this Article modifies Article VIII of GATT 1994 as it applies between them.

Article 2.12: Customs valuation

The Customs Valuation Agreement governs the customs valuation rules applied by the Parties to their reciprocal trade.

Section IV – Agriculture

Article 2.13: Agricultural export subsidies

The Parties share the objective of the multilateral elimination of agricultural export subsidies and shall work together toward an agreement in the WTO to eliminate those subsidies and avoid their reintroduction in any form.

A Party shall not adopt or maintain agricultural export subsidies on an agricultural good originating in or shipped from its territory that is exported directly or indirectly to the territory of the other Party.

If a Party adopts or maintains an export subsidy on an agricultural good that is exported to the other Party, the Party applying the measure, at the request of the other Party, shall discuss with a view to agreeing on specific measures that either Party may adopt to counter the effects of the export subsidy, including an increase of the rate of duty on such imports up to the applied Most- Favoured- Nation (MFN) tariff rate.

Article 2.14: Domestic support measures for agricultural products

The Parties agree to cooperate in the WTO agricultural negotiations in order to achieve a substantial reduction of production and trade-distorting domestic support measures.

第2.11条：海关用户费和类似费用

任何一方不得对另一方进口的商品征收或维持与所提供服务的成本不相称的费用或费用。

第1段不禁止一方对“关税”定义中第(a)、(b)或(d)段所列的关税或费用征税。

缔约方确认，本条中的任何内容均不修改1994年关税及贸易总协定第八条在相互贸易中适用于缔约方之间的规定。

第2.12条：海关估价

海关估价协定管理缔约方对其相互贸易适用的海关估价规则。

第IV节——农业

文章2.1 3：农业出口补贴

缔约方分享多边消除农业出口补贴的目标，并应共同努力在WTO达成一项协议以消除这些补贴并避免以任何形式重新引入。

一方不得对其领土内原产或从其领土运出的农业商品采取或维持出口补贴，这些商品直接或间接出口到另一方的领土。

如果一方对其出口到另一方的农业商品采取或维持出口补贴，则采取该措施的缔约方应根据另一方的请求，与另一方讨论，以商定缔约方可以采取的旨在抵消出口补贴影响的特定措施，包括将进口关税税率提高到适用的最惠国（MFN）关税税率。

Ar文章2.1 4：农业产品国内支持措施

缔约方同意就世界贸易组织的农业谈判进行合作，以实现生产贸易扭曲的国内支持措施的实质性减少。

If a Party adopts or maintains a domestic support measure that the other Party considers to distort bilateral trade covered by this Agreement, the Party applying the measure, at the request of the other Party, shall consult with a view to avoiding the nullification and impairment of the concessions granted under this Agreement. Those consultations shall be deemed to satisfy the requirement of Article 22.05 (Dispute Settlement - Consultations).

如果一方采取或维持的国内支持措施被另一方认为会扭曲本协议项下的双边贸易，则采取该措施的一方应根据另一方的请求进行磋商，以避免取消和损害本协议授予的让步。这些磋商应被视为满足第22.05条（争议解决——磋商）的要求。

Article 2.15: State trading enterprises

第2.15条：国家贸易企业

Except as provided in Article 14.04 (Competition Policy, Monopolies And State Enterprises - State Enterprises), the rights and obligations of the Parties with respect to state trading enterprises shall be governed by Article XVII of the GATT 1994 and the Understanding on the Interpretation of Article XVII of the GATT 1994, which are incorporated into and made part of this Agreement.

除第14.04条（竞争政策、垄断和国家企业——国有企业）规定的情形外，缔约方就国家贸易企业的权利和义务应受1994年关税及贸易总协定第十七条和1994年关税及贸易总协定第十七条的解释谅解的约束，该等协定已纳入并构成本协议的一部分。

The Parties agree to cooperate in the WTO negotiations to ensure transparency regarding the operation and maintenance of state trading enterprises.

缔约方同意在世贸组织谈判中合作，以确保国家贸易企业的运营和维护的透明度。

Article 2.16: Tariff-rate quotas – pork and beef

第2.16条：关税配额——猪肉和牛肉

Notwithstanding the staging categories in Panama's Schedule to Annex 2.04, on originating goods for the items listed below in paragraph 2, upon entry into force of this Agreement, Panama shall provide immediate duty-free access on 200MT subject to a 2% increase per year.

尽管巴拿马附件2.04的清单中规定了分阶段类别，但对于第2段下列出的原产地商品，在本协议生效时，巴拿马应提供200吨的免税准入，且每年递增2%。

Paragraph 1 applies to the following pork tariff lines in the Arancel de Importación de la República de Panamá : 0203.11.10, 0203.11.20, 0203.12.10, 0203.12.90, 0203.19.10, 0203.19.20, 0203.19.90, 0203.21.10, 0203.21.20, 0210.11.11, 0210.11.19, 0210.11.90, 0210.19.10, 0210.19.21, 0210.19.29, 1602.49.13, 1602.49.14, 1602.49.19 and 1602.49.90.

第1段适用于巴拿马共和国进口关税税则中的以下猪肉关税税号：0203.11.10、0203.11.20、0203.12.10、0203.12.90、0203.19.10, 0203.19.20, 0203.19.90, 0203.21.10, 0203.21.20, 0210.11.11, 0210.11.19, 0210.11.90, 0210.19.10, 0210.19.21, 0210.19.29, 1602.49.13, 1602.49.14, 1602.49.19 and1602.49.90.

Notwithstanding the staging categories in Panama's Schedule to Annex 2.04, on originating goods for the items listed below in paragraph 4, upon entry into force of this Agreement, Panama shall provide immediate duty-free access on 450MT of WTO in-quota quantities.

尽管巴拿马的附件2.04的出价表中有分阶段类别，但对于第4段中列出的项目所的原产地商品，在本协议生效时，巴拿马应立即对450吨世界贸易组织配额内数量提供免税准入。

Paragraph 3 applies to the following pork tariff lines in the Arancel de Importación de la República de Panamá : 0203.11.10, 0203.11.20, 0203.12.10, 0203.12.90, 0203.19.10, 0203.19.20, 0203.19.90, 0203.21.10, 0203.21.20, 0203.22.10, 0203.22.90, 0203.29.10, 0203.29.20, 0203.29.90, 0210.11.11, 0210.11.19, 0210.11.90, 0210.19.10, 0210.19.21, 0210.19.29, 0210.19.90, 1602.41.11, 1602.41.19, 1602.42.10, 1602.42.90, 1602.49.13 and 1602.49.19.

第3段适用于巴拿马共和国进口关税税则中的以下猪肉关税税号：0203.11.10, 0203.11.20, 0203.12.10, 0203.12.90, 0203.19.10, 0203.19.20, 0203.19.90, 0203.21.10, 0203.21.20, 0203.22.10, 0203.22.90, 0203.29.10, 0203.29.20, 0203.29.90, 0210.11.11, 0210.11.19, 0210.11.90, 0210.19.10, 0210.19.21, 0210.19.29, 0210.19.90, 1602.41.11, 1602.41.19, 1602.42.10, 1602.42.90, 1602.49.13 and1602.49.19.

Notwithstanding the staging categories in Panama's Schedule to Annex 2.04 on originating goods for the items listed below in paragraph 6, upon entry into force of this Agreement, Panama shall provide immediate duty-free access on 200 MT.

尽管巴拿马附件2.04中关于第6段所列原产地商品的分阶段类别，在本协议生效时，巴拿马应立即对200公吨提供免税准入。

Paragraph 5 applies to the following beef tariff lines in the Arancel de Importación de la República de Panamá : 0201.20.00a, 0201.30.00a, 0202.20.00a and 0202.30.00a.

第5段适用于巴拿马共和国进口关税税则中的以下牛肉关税税号：0201.20.00a、0201.30.00a、0202.20.00a和0202.30.00a。

Article 2.17: Administration and implementation of tariff-rate quotas

A第2.1 7条：关税配额的管理与实施 e 配额

Panama shall implement and administer its TRQs in accordance with Article XIII of the GATT 1994, and the WTO Agreement on Import Licensing Procedures.

巴拿马应根据1994年关税及贸易总协定第十三条
以及世界贸易组织进口许可证程序协定实施和管理其关税配额。

Panama shall ensure that :

巴拿马应确保:

1. its procedures for administering its TRQs are transparent, made available to the public, timely, non-discriminatory, responsive to market conditions and minimally burdensome to trade;

1. 其管理关税配额的程序是透明的、向公众公开的、及时的、非歧视性的、对市场条件有反应且对贸易负担最小的；

2. subject to subparagraph (c), a person of a Party that fulfills Panama's legal and administrative requirements for TRQs shall be eligible to apply and to be considered for an import license or an in-quota quantity allocation under Panama's TRQs;

2. 除非第(c)款另有规定，符合巴拿马关税配额法律和管理要求的一方人员有资格申请并被视为有资格获得进口许可证或配额内数量分配。

3. it does not, under its TRQs:

3.在其关税配额下，它不:

   a. allocate a portion of an in-quota quantity to a producer or a producer's group,
   b. condition access to an in-quota quantity on purchase of domestic production, or
   c. limit access to an in-quota quantity only to processors or to distributors;

a.将配额内数量的一部分分配给生产商或生产商集团，b.将配额内数量的准入条件设定为购买国内生产，或c.仅将配额内数量的准入限制于加工商或分销商；

4. only its national government administers its TRQs and that this administration is not delegated to another person, except that activities related to the bidding process associated with Panama's TRQs may be carried out by a private entity, other than a producer group, under the supervision of its national government; and

4.只有其国家政府管理其关税配额，并且这种管理未被授权给其他人，但与巴拿马的关税配额相关的招标程序相关的活动可由其国家政府监督下的私人实体（非生产商集团）进行；并且

5. it allocates in-quota quantities under its TRQs in commercially viable bshipping quantities and, to the maximum extent possible, in the amounts that importers request.

5.它在其关税配额下以商业上可行的装运数量分配配额内数量，并在最大程度上，以进口商请求的金额分配。

Panama shall make every effort to administer its TRQs in a manner that allows importers to fully utilize them.

巴拿马应尽一切努力以允许进口商充分利用其关税配额的方式管理其关税配额。

Panama may not impose a condition on the application for or use of an in-quota quantity allocation under a TRQ on the re-export of an agricultural good.

巴拿马不得在TRQ下的配额内数量申请或使用上，对农业商品的再出口施加条件。

Panama may not count food aid or other non-commercial shipments in determining whether an in-quota quantity under a TRQ has been filled.

巴拿马不得将粮食援助或其他非商业运输计入确定一项关税配额下的配额内数量是否已用完。

Panama shall discuss with Canada, at Canada's request, Panama's administration of TRQs.

巴拿马应根据加拿大的请求，与加拿大讨论巴拿马的关税配额管理。

Article 2.18: Agricultural safeguard measures for frozen pork

Notwithstanding Article 2.04, Panama may adopt an agricultural safeguard measure in the form of an additional customs duty on an originating agricultural good listed in Annex 2.18, following the entry into force of the TPA, provided the conditions of this Article are fulfilled.

The total customs duties applied on a good, including the additional customs duty referred to in paragraph 1, shall not exceed the lesser of the amounts resulting from the application of:

a. the applied MFN rate of duty at the time the measure is adopted; or
b. the base rate set out in Panama's Schedule to Annex 2.04.

The additional customs duty referred to in paragraph 1 shall not exceed :

1. for frozen pork hams and shoulders as listed in Annex 2.18:

A. up to December 31st of the 13th year following the entry into force of the later of the TPA or this Agreement, 100% of the difference between the maximum amount permitted under paragraph 2 and the amount resulting from the applicable rate of duty in Panama's Schedule to Annex 2.04,

B. from January 1st of the 14th year following the entry into force of the later of the TPA or this Agreement through December 31 of the 15th year following its entry into force, 75% of the difference between the maximum amount permitted under paragraph 2 and the amount resulting from the applicable rate of duty in Panama's Schedule to Annex 2.04, and

C. for the period from January 1st of the 16th year following the entry into force of the later of the TPA or this Agreement to December 31st of the 18th year following its entry into force, 50% of the difference between the maximum amount permitted under paragraph 2 and the amount resulting from the applicable rate of duty in Panama's Schedule to Annex 2.04; and

2. for frozen pork other than hams and shoulders as listed in Annex 2.18:

A. up to December 31st of the 8th year following the entry into force of the later of the TPA or this Agreement, 100% of the difference between the maximum amount permitted under paragraph 2 and the applicable amount resulting from the rate of duty in Panama's Schedule to Annex 2.04,

B. from January 1st of the 9th year following the entry into force of the later of the TPA or this Agreement through December 31st of the 13th year following its entry into force, 75% of the difference between the maximum amount permitted under paragraph 2 and the amount resulting from the applicable rate of duty in Panama's Schedule to Annex 2.04, and

第2.18条：冷冻猪肉的农业保护措施

尽管有第2.04条的规定，在TPA生效后，巴拿马可以采取形式为附件2.18中列出的原产农产品的附加关税的农业保障措施，前提是该条文的条件得到满足。

一项商品适用的关税总额，包括第1段中提到的附加关税，不得超过以下两者中较小的一个金额：

a. 采取措施时适用的最惠国关税税率；或 b. 巴拿马附件2.04的出价表中所列的基础税率。

第1段中提到的附加关税不得超过：

1. 对于附件2.18中列出的冷冻猪肉火腿和肩部：

A. 在较晚生效的TPA或本协议之后第13年的12月31日之前，允许的最大金额与巴拿马附件2.04的出价表中适用税率产生的金额之间的差额的100%，

B.自较晚生效的TPA或本协议生效后的第14年1月1日起至第15年12月31日止，为根据第2段允许的最大金额与巴拿马附件2.04的关税表中的适用关税税率计算得出的金额之间的差额的75%，以及

C.自较晚生效的TPA或本协议生效后的第16年1月1日起至第18年12月31日止，为根据第2段允许的最大金额与巴拿马附件2.04的关税表中的适用关税税率计算得出的金额之间的差额的50%；以及

2 .对于附件2.18中列出的非火腿和肩部的冷冻猪肉：

A.至较晚生效的TPA或本协议生效后的第8年12月31日止
根据TPA或本协议，100%的差额，即第2段规定的最大允许金额与巴拿马附件2.04关税表中的适用金额之间的差额，

B. 从较晚生效的TPA或本协议生效后的第9年1月1日起至其生效后的第13年12月31日止，75%的差额，该差额为第2段规定的最大允许金额与巴拿马附件2.04的关税表中的适用关税税率产生的金额之间的差额，以及

C. for the period from January 1st of the 14th year following the entry into force of the later of the TPA or this Agreement to December 31st of the 15th year following its entry into force, 50% of the difference between the maximum amount permitted under paragraph 2 and the amount resulting from the applicable rate of duty, in Panama's Schedule to Annex 2.04.

C. 从较晚生效的TPA或本协议生效后的第14年1月1日起至其生效后的第15年12月31日止，50%的差额，该差额为第2段规定的最大允许金额与巴拿马附件2.04的关税表中的适用关税税率产生的金额之间的差额。

Panama may not adopt or maintain an agricultural safeguard measure on an originating goo

巴拿马不得对原产商品采取或维持农业保障措施

a. after the expiration of the tariff elimination period set out in Panama's Schedule to Annex 2.04; or
b. that increases the duty on an in-quota good subject to a TRQ.

a. 在巴拿马附件2.04的关税消除期届满后；或 b. 增加对适用关税配额的配额内商品的关税。

Panama may adopt or maintain an agricultural safeguard measure during a calendar year on an originating agricultural good only where the quantity of imports of the good during that year exceeds the trigger volume for that good, set out in Annex 2.18.

巴拿马在日历年内仅对原产农产品采取或维持农业保障措施，前提是该年度该商品的进口数量超过附件2.18中规定的该商品的触发量。

Panama may not adopt or maintain an agricultural safeguard measure under this Article and at the same time adopt or maintain with respect to the same good :

巴拿马不得根据本条采取或维持农业保障措施，同时对该相同商品：

a. an emergency action pursuant to Chapter Eight (Emergency Action); or
b. a measure pursuant to Article XIX of the GATT 1994 and the WTO Agreement on Safeguards.

a. 根据第八章（紧急措施）采取紧急措施；或 b. 根据GATT 1994第十九条和WTO保障措施协定采取或维持措施。

Panama shall adopt an agricultural safeguard measure in a transparent manner. To this end, Panama shall notify Canada in writing and provide relevant information regarding the measure within 60 days of its adoption. Panama shall discuss with Canada on Canada's request regarding the adoption of the agricultural safeguard measure.

巴拿马应以透明的方式采取农业保障措施。为此，巴拿马应在采取该措施后的60日内以书面形式通知加拿大并提供相关措施信息。巴拿马应就加拿大关于采取农业保障措施的请求与加拿大进行磋商。

Panama may maintain an agricultural safeguard measure only until the end of the calendar year in which it applies the measure.

巴拿马仅在适用该措施的那一年的日历年度结束时可以维持一项农业保障措施。

A Party may not adopt on an originating agriculture good that is subject to tariff elimination under Annex 2.04 a safeguard duty pursuant to Article 5 of the WTO Agreement on Agriculture.

一方不得对附件2.04项下适用关税消除的原产农业商品，根据世界贸易组织农业协定第5条采取保障关税。

For purposes of this Article and Annex 2.18, "agricultural safeguard measure" means a measure described in paragraph 1.

根据本条和附件2.18的规定，“农业保障措施”是指第1段中描述的措施。

Section V – Consultations

第V节 – 磋商

Article 2.19: Consultations and committee on trade in goods and rules of origin

The Parties hereby establish a Committee on Trade in Goods and Rules of Origin, comprising representatives of each Party.

The Committee shall meet periodically, and at any other time on the request of either Party or the Commission, to ensure the effective implementation and administration of this Chapter, Chapter Three (Rules of Origin), Chapter Four (Customs Procedures), Chapter Five (Trade Facilitation), Chapter Eight (Emergency Action) or any Uniform Regulations. In this regard, the Committee shall:

A. monitor the implementation and administration by the Parties of this Chapter, Chapter Three (Rules of Origin), Chapter Four (Customs Procedures), Chapter Five (Trade Facilitation), Chapter Eight (Emergency Action) or any Uniform Regulations to ensure their uniform interpretation;

B. review, at the request of either party, a proposed modification of or addition to this Chapter, Chapter Three(Rules of Origin), Chapter Four(Customs Procedures), Chapter Five (Trade Facilitation), Chapter Eight (Emergency Action) or any Uniform Regulations;

C. review, in a timely manner, amendments to the Harmonized System with a view to reflecting these amendments in Annex 3.02 (Product-Specific Rules of Origin);

D. recommend to the Commission a modification of or addition to this Chapter, Chapter Three (Rules of Origin), Chapter Four (Customs Procedures), Chapter Five (Trade Facilitation), Chapter Eight (Emergency Action), any Uniform Regulations or any other provision of this Agreement as may be required to conform with a change to the Harmonized System;

E. consider a tariff or non-tariff issue raised by either Party; or

F. consider any other matter relating to the implementation and administration by the Parties of this Chapter, Chapter Three (Rules of Origin), Chapter Four (Customs Procedures), Chapter Five (Trade Facilitation), Chapter Eight (Emergency Action) or any Uniform Regulations referred to it by:

i. a Party,

ii. the Customs Procedures Sub-Committee established under Article 4.14 (Customs Procedures - Customs Procedures Sub-Committee), or

iii. the Sub-Committee on Agriculture established under paragraph 4.

If the Committee fails to resolve a matter referred to it pursuant to paragraph 2(b) or (d) within 30 days of such referral, either Party may request a meeting of the Joint

第2.1条9：磋商和货物贸易及原产地规则委员会

原产地规则

缔约方 hereby 建立 商品贸易和原产地规则委员会，该委员会由每一方的代表组成。

委员会应定期开会，并在任何一方或委员会提出请求时召开会议，以确保本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）、第八章（紧急措施）或任何统一法规的有效实施和管理。在这方面，委员会应：

A. 监督缔约方对本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）、第八章（紧急措施）或任何统一法规的实施和管理，以确保其统一解释；B. 应任何一方的要求，审查对本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）、第八章（紧急措施）或任何统一法规的拟议修改或补充；C. 及时审查协调制度的修正案，以反映这些修正案在附件3.02（产品特定原产地规则）中的内容；D. 向委员会建议对本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）、第八章（紧急措施）、任何统一法规或本协议的任何其他条款进行修改或补充，以符合协调制度的变更；E. 考虑任何一方提出的关税或非关税问题；或F. 考虑与缔约方对本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）、第八章（紧急措施）或任何统一法规的实施和管理有关的其他事项，包括：i.

一方，ii. 根据《第4.14条》（海关程序 - 海关程序分委员会）建立的海关程序分委员会，或 iii. 根据《第4段》建立的农业分委员会。

如果委员会未能在将事项移交其后的30天内根据第2段(b)或(d)项的规定解决该事项，任何一方都可以请求召开联合委员会会议

Commission under Article 21.01 (Administration of the Agreement - Joint Commission).

根据第21.01条（协定管理 - 联合委员会）的规定

At the request of a Party, the Committee will establish a Sub-Committee on Agriculture that shall:

应一方的要求，委员会将建立一个农业分委员会，该分委员会应：

a. meet within 90 days of a request by a Party;
b. provide a forum for the Parties to discuss issues resulting from the implementation of this Agreement for agricultural goods;
c. refer to the Committee a matter under subparagraph (b) on which it has been unable to reach an understanding; and
d. report to the Committee for its consideration an understanding reached under this paragraph.

a. 在一方提出请求后90天内举行会议；b. 为缔约方提供一个讨论本协议对农产品实施所产生问题的论坛；c. 将其未能达成一致意见的（b）项事项提交委员会；以及d. 就本段达成的一致意见向委员会报告供其审议。

Each Party, to the maximum extent possible, shall take necessary measures to implement a revision to this Chapter, Chapter Three (Rules of Origin), Chapter Four (Customs Procedures), Chapter Five (Trade Facilitation) or Chapter Eight (Emergency Action) within 180 days of the date on which the Commission approves a revision.

每一方应在委员会批准修订之日起180天内，尽最大可能采取必要措施实施对本章、第三章（原产地规则）、第四章（海关程序）、第五章（贸易便利化）或第八章（紧急措施）的修订。

The Parties shall convene on the request of either Party a meeting of their officials responsible for customs, immigration, inspection of food and agricultural products, border inspection facilities, or regulation of transportation as appropriate for the purpose of addressing issues related to movement of goods through the Parties' ports of entry.

缔约方应根据任何一方的要求召集其负责海关、移民、食品和农产品检验、边境检验设施或运输管理的官员会议，以适当方式解决货物通过缔约方进出口口岸移动相关的问题。

Annex 2.03: Exceptions to Articles 2.03 and 2.08

附件2.03：第2.03条和第2.08条的例外

Section I – Canadian measures

第I节 – 加拿大措施

Without prejudice to the rights of Canada under the WTO Agreement, Articles 2.03 and 2.08 do not apply to:

在不损害加拿大根据世界贸易组织协定享有的权利的情况下，第2.03条和第2.08条不适用于：

1. a measure, including that measure's continuation, prompt renewal or amendment, in respect of the following:

1. 一项措施，包括该措施的延续、及时续期或修正，涉及以下内容：

a. the export of logs of all species,
b. the export of unprocessed fish pursuant to applicable provincial legislation,
c. the importation of goods of the prohibited provisions of tariff lines 9897.00.00, 9898.00.00 and 9899.00.00 referred to in the Schedule of the Customs Tariff,

a. 所有种类的原木出口，b. 根据适用的省级立法进行的未加工鱼出口，c. 进口关税税则附表中提到的9897.00.00、9898.00.00和9899.00.00关税线的禁止条款所涉及的货物进口，

d. Canadian excise duties on absolute alcohol used in manufacturing under the existing provisions of the Excise Act, 2001, 2002, c.22, as amended,

e. the use of ships in the coasting trade of Canada, or

f. the internal sale and distribution of wine and distilled spirits; and

2. an action authorized by the Dispute Settlement Body of the WTO in a dispute between the Parties under the WTO Agreement.

Section II – Panamanian measures

Without prejudice to the rights of Canada under the WTO Agreement, Articles 2.03 and 2.08 do not apply to:

a. a measure regulating the importation of officially circulated lottery tickets, pursuant to Cabinet Decree No. 19 of June 30, 2004;

b. import controls on used vehicles, pursuant to Law No. 36 of May 17, 1996;

c. a measure regulating the importation of used motor vehicles, pursuant to Law No. 45 of October 31, 2007;

d. import controls on video and other games classified under item 95.04 that award cash prizes, pursuant to Law No. 2 of February 10, 1998;

e. a measure relating to the export of wood from national forests, pursuant to Executive Order No. 83 of July 10, 2008; and

f. an action authorized by the Dispute Settlement Body of the WTO in a dispute between the Parties under the WTO Agreement.

Annex 2.04: Tariff elimination

The following staging categories apply to the elimination of customs duties by each Party pursuant to Article 2.04:

1. duties on originating goods shall be eliminated entirely and such goods shall be duty-free on the date this Agreement enters into force:

a. for Panama, for goods provided for in the items in staging category A in the Schedule of Panama, and

b. for Canada, for goods of Chapters 1 through 97 that are not listed in the Schedule of Canada;

2. duties on originating goods provided for in the items in staging category B in a Party's Schedule shall be removed in 3 equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 3;

d. 根据2001年消费税法（2002年第22号法律，经修订）现有规定在制造中使用的绝对酒精的加拿大消费税，e. 加拿大沿海贸易中船舶的使用，或f. 葡萄酒和蒸馏酒的内部销售和分销；和

2. 世界贸易组织协定项下缔约方之间争端中，世界贸易组织争端解决机构授权采取的一项行动。

第二部分 – 巴拿马措施

在不损害加拿大在世界贸易组织协定项下权利的情况下，第2.03条和第2.08条不适用于:

a. 根据2004年6月30日第19号内阁法令规定，对官方流通彩票的进口进行监管的措施；b. 根据1996年5月17日第36号法律规定的旧车辆进口控制；c. 根据2007年10月31日第45号法律规定的对旧机动车辆的进口进行监管的措施；d. 根据1998年2月10日第2号法律规定的对归类在第95.04项下的视频和其他游戏进行进口控制的措施，这些游戏会发放现金奖励；e. 根据2008年7月10日第83号行政命令规定的与国有森林木材出口相关的措施；以及f. 世界贸易组织协定项下缔约方之间争端中，世界贸易组织争端解决机构授权采取的一项行动。

附件2.04：关税消除

以下过渡类别适用于每一方根据第2.04条消除海关关税:

1. 原产地商品关税应完全消除，此类商品在本协定生效日期应免税:

a. 对于巴拿马，适用于巴拿马清单中过渡类别A中规定的商品，以及b. 对于加拿大，适用于第1章至第97章中未列名于加拿大清单的商品；

2. 一方清单中过渡类别B中的原产地商品关税应自本协定生效日期起分3个等额年度阶段移除，此类商品应免税，自第3年1月1日起生效；

3.duties on originating goods provided for in the items in staging category C in a Party's Schedule shall be removed in 5 equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 5;

4.duties on originating goods provided for in the items in staging category D in the Schedule of Panama shall be removed in 10 equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 10;

5.duties on originating goods provided for in the items in staging category F in the Schedule of Panama shall be reduced by 3% of the base rate beginning on the date this Agreement enters into force. On January 1 of:

a. year 2, duties shall be reduced by 6% of the base rate,
b. year 3, duties shall be reduced by 11% of the base rate,
c. year 4, duties shall be reduced by 16% of the base rate,
d. year 5, duties shall be reduced by 21% of the base rate,
e. year 6, duties shall be reduced by 26% of the base rate,
f. year 7, duties shall be reduced by 44% of the base rate,
g. year 8, duties shall be reduced by 62% of the base rate,
h. year 9, duties shall be reduced by 81% of the base rate, and
i. year 10, duties shall be eliminated entirely so that such goods shall be duty-free;

6.duties on originating goods provided for in the items in staging category G in the Schedule of Panama shall remain at base rates during years 1 through 5. Beginning on January 1 of year 6, duties shall be reduced in 5 equal annual stages, and such goods shall be duty-free, effective January 1 of year 10;

7.duties on originating goods provided for in the items in staging category H in the Schedule of Panama shall be removed in 12 equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 12;

8.duties on originating goods provided for in the items in staging category I in the Schedule of Panama shall remain at base rates during years 1 through 5. Beginning on January 1 of year 6, duties shall be reduced in 7 equal annual stages, and such goods shall be duty-free, effective January 1 of year 12;

9.duties on originating goods provided for in the items in staging category J in the Schedule of Panama shall be removed in 15 equal annual stages beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 15;

10.duties on originating goods provided for in the items in staging category K in a Party's schedule shall remain at base rates during years 1 through 5. Beginning on January 1 of year 6, duties shall be reduced in 10 equal annual stages, and such goods shall be duty-free, effective January 1 of year 15;

3. 一方清单中过渡类别C中的原产地商品关税应自本协定生效日期起分5个等额年度阶段移除，此类商品应免税，自第5年1月1日起生效；

4 .原产地商品关税，如巴拿马清单中过渡类别D中的项目所列，应自本协定生效日期起分10个等额年度阶段移除，且此类商品应免税，自第10年1月1日起生效；

5.原产地商品关税，如巴拿马清单中过渡类别F中的项目所列，应自本协定生效日期起以基础税率的3%递减。自第1年1月1日起：

a. 第2年，关税应减少基础税率的6%，b. 第3年，关税应减少基础税率的11%，c. 第4年，关税应减少基础税率的16%，d. 第5年，关税应减少基础税率的21%，e. 第6年，关税应减少基础税率的26%，f. 第7年，关税应减少基础税率的44%，g. 第8年，关税应减少基础税率的62%，h. 第9年，关税应减少基础税率的81%，i. 第10年，关税应完全消除，使此类商品免税；

6. 巴拿马清单中过渡类别G中的原产地商品关税应保持基础税率，适用于第1年至第5年。自第6年1月1日起，关税应分5个等额年度阶段逐步减少，此类商品应于第10年1月1日起免税；

7. 巴拿马清单中过渡类别H中的原产地商品关税应自本协定生效日期起分12个等额年度阶段逐步移除，此类商品应于第12年1月1日起免税；

8. 巴拿马清单中过渡类别I中的原产地商品关税应保持基础税率，适用于第1年至第5年。自第6年1月1日起，关税应分7个等额年度阶段逐步减少，此类商品应于第12年1月1日起免税；

9. 巴拿马清单中过渡类别J中的原产地商品关税应自本协定生效日期起分15个等额年度阶段逐步移除，此类商品应于第15年1月1日起免税；

1 0. 一方清单中过渡类别K中的原产地商品关税应保持基础税率，在第1年至第5年期间。自第6年1月1日起，关税应分10个等额年度阶段逐步降低，此类商品应免税，自第15年1月1日起生效；

11. duties on originating goods provided for in the items in staging category L in the Schedule of Panama are exempt from tariff elimination until January 1 of the 7th year after the TPA enters into force, following which duties on those originating goods shall be reduced in 9 equal annual stages, and such goods shall be duty-free, effective January 1 of the 15th year following that entry into force;

12. duties on originating goods provided for in the items in staging category M in the Schedule of Panama are exempt from tariff elimination until the TPA enters into force. Once the TPA enters into force, beginning on the later of January 1 of the 8th year of the TPA or January 1 of year 8 of this Agreement, duties on those originating goods shall be reduced in 9 equal annual stages, and such goods shall be duty-free, effective on the later of January 1 of the 16th year of the TPA or January 1 of the year 16 of this Agreement;

13. duties on originating goods provided for in the items in staging category N in the Schedule of Panama are exempt from tariff elimination until the TPA enters into force. Once the TPA enters into force, beginning on the later of January 1 of the 11th year of the TPA or January 1 of year 11 of this Agreement, duties on those originating goods shall be reduced in 7 equal annual stages, and such goods shall be duty-free, effective on the later of January 1 of the 17th year of the TPA or January 1 of year 17 of this Agreement;

14. duties on originating goods provided for in the items in staging category O in the Schedule of Panama are exempt from tariff elimination until the TPA enters into force. Once the TPA enters into force, beginning on the later of January 1 of the 13th year of the TPA or January 1 of year 13 of this Agreement, duties on those originating goods shall be reduced in 7 equal annual stages, and such goods shall be duty-free, effective on the later of January 1 of the 19th year of the TPA or January 1 of the year 19 of this Agreement;

15. duties on the volume over the amount set out in Article 2.16(5), for originating goods provided for in the items in staging category P in the Schedule of Panama shall be removed in 5 equal annual stages, beginning on the date this Agreement enters into force, and such goods shall be duty-free, effective January 1 of year 5; and

16. duties on originating goods provided for in the items in staging category E in a Party's schedule are exempt from tariff elimination.

For purposes of this Annex and each Party's Schedule, year 1 means the year this Agreement enters into force as provided in Article 24.04 (Final Provisions - Entry into Force).

For purposes of this Annex and a Party's Schedule, beginning in year 2, each annual stage of tariff reduction shall take effect on January 1 of the relevant year.

1 1. 巴拿马清单中过渡类别L中的原产地商品关税应自TPA生效后的第7年1月1日起免征关税消除，此后对原产地商品关税应分9个等额年度阶段逐步降低，此类商品应免税，自该生效后的第15年1月1日起生效；

1 2. 巴拿马清单中过渡类别M中的原产地商品关税，在本协议生效前免征关税消除。本协议生效后，自本协议第8年1月1日或TPA第8年1月1日较晚者开始，该原产地商品关税将分9个等额年度阶段逐步减少，此类商品将免税，自本协议第16年1月1日或TPA第16年1月1日较晚者起生效；

1 3. 巴拿马清单中过渡类别N中的原产地商品关税，在本协议生效前免征关税消除。本协议生效后，自本协议第11年1月1日或TPA第11年1月1日较晚者开始，该原产地商品关税将分7个等额年度阶段逐步减少，此类商品将免税，自本协议第17年1月1日或TPA第17年1月1日较晚者起生效；

1 4. 巴拿马清单中过渡类别O中的原产地商品关税，在TPA生效前免征关税消除。一旦TPA生效，自TPA的第13年1月1日或本协定第13年1月1日较晚者开始，该原产地商品的关税将在7个等额年度阶段内逐步减少，此类商品将免税，自TPA的第19年1月1日或本协定第19年1月1日较晚者起生效；

1 5. 巴拿马清单中过渡类别P中的原产地商品，其超过第2.16(5)条规定的数量关税，自本协定生效之日起，将在5个等额年度阶段内逐步移除，此类商品将免税，自第5年1月1日起生效；和

1 6. 附件2.04中一方清单中过渡类别E所列原产地商品关税免予消除。

就本附件及每一方清单而言，第1年指本协议根据第24.04条（最终条款——生效）的规定生效的年份。

根据本附件和一方清单的目的，从第二年开始，每一年的关税减让阶段应在相关年份的1月1日生效。

The base rate of customs duty for an item shall be the most-favoured-nation customs duty rate applied on January 1, 2009.

For the purpose of the elimination of customs duties in accordance with Article 2.04, interim staged rates shall be rounded down, except as set out in each Party's Schedule attached to this Annex, at least to the nearest tenth of a percentage point or, if the rate of duty is expressed in monetary units, at least to the nearest 0.001 of the official monetary unit of the Party.

The Parties agree that :

a. Panama's Schedule is authentic in the Spanish language; and
b. Canada's Schedule is authentic in the English, French and Spanish languages but in case of divergence the English and French texts prevail.

Schedule of Canada (Tariff Schedule attached as Separate Volume) Schedule of Panama (Tariff Schedule attached as Separate Volume)

某项商品的关税基本税率应为2009年1月1日适用的最惠国关税税率。

根据第2.04条消除关税的目的，过渡阶梯税率应向下取整，但除非各方的清单中另有规定，否则至少应取至最接近的十分之一百分点，或者如果关税税率以货币单位表示，则至少应取至该方官方货币单位的0.001。

各方同意：

a. 巴拿马的清单在西班牙语中是同等有效的；以及 b. 加拿大的清单在英语、法语和西班牙语中是同等有效的，但在存在分歧的情况下，英语和法语文本优先。

加拿大清单（作为单独卷册附带的关税表）巴拿马清单（作为单独卷册附带的关税表）

Annex 2.18: Agricultural safeguard measures for frozen pork

附件2.18：农业保护措施

适用于冷冻猪肉

Panama may adopt or maintain an agricultural safeguard measure, in accordance with Article 2.18, only on an originating agricultural good listed in the table below:

巴拿马可以依据第2.18条，仅对下表中列出的原产农产品采取或维持农业保障措施：

Table: Goods, tariff lines and trigger levels

Good	Tariff Lines
Frozen pork Hams and shoulders thereof	0203.22.10 0203.22.90 0203.29.20
Frozen pork Other than hams and shoulders thereof	0203.29.10 0203.29.90

表：货物、关税税号和触发水平

Good	Tariff Lines
冷冻猪肉 火腿及其肩部	0203.22.10 0203.22.90 0203.29.20
冷冻猪肉 非火腿和肩部的冷冻猪肉	0203.29.10 0203.29.90

Text of the Canada–Panama Free trade agreement – Chapter three: Rules of origin

加拿大-巴拿马自由贸易协定文本 – 第三章：原产地规则

Article 3.01: Definitions

For purposes of this Chapter:

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

customs value means the value as determined under the Customs Valuation Agreement;

fungible goods means goods that are interchangeable for commercial purposes and whose properties are essentially identical;

fungible materials means materials that are interchangeable for commercial purposes and whose properties are essentially identical;

Generally Accepted Accounting Principles means the principles used in the territory of each Party that provide substantial authorized support with regard to the recording of income, costs, expenses, assets and liabilities involved in the disclosure of information and preparation of financial statements; these principles may be broad guidelines of general application, as well as those standards, practices and procedures usually employed in accounting;

第3.01条：定义

本章规定：

水产养殖是指通过干预培育或生长过程以提高产量，例如定期放养、投喂或防止捕食者，从种苗（如卵、鱼苗、幼鱼和幼虫）养殖水生生物，包括鱼类、软体动物、甲壳类、其他水生无脊椎动物和水生植物；**海关估价**是指根据海关估价协定确定的估价。

可替代货物是指为商业目的可互换且其性质本质上相同的货物；**可替代材料**是指为商业目的可互换且其性质本质上相同的材料；**公认会计原则**是指每一方领土内用于收入、成本、费用、资产和负债信息披露及财务报表编制的原则，这些原则提供实质授权支持；这些原则可以是广泛的一般应用指南，以及通常在会计中采用的那些标准、惯例和程序；

good *includes a product, article or material;*

good wholly obtained or produced entirely in the territory of one or both of the Parties *means:*

1.a mineral or other non-living natural resource extracted in or taken from the territory of one or both of the Parties;

2.a plant or plant product harvested in the territory of one or both of the Parties;

3.a live animal born and raised in the territory of one or both of the Parties;

4.a good obtained from a live animal in the territory of one or both of the Parties;

5.a good obtained from hunting, trapping, fishing or aquaculture in the territory of one or both of the Parties;

6.fish, shellfish or other marine life taken from the sea, seabed or subsoil outside the territory of one or both of the Parties by a vessel registered, recorded or listed with a Party, or a vessel leased by a company established in the territory of a Party, and entitled to fly its flag, except any good subject to a regulation adopted pursuant to the Special Economic Measures Act, S.C. 1992, c. 17, as amended;

商品包括一个产品、文章或材料；

完全在一个或两个缔约方领土内获得或生产的商品 方式：

1.a 矿物或其他非生物自然资源，在 一个或两个缔约方领土内开采或取得的；

2.a 在一个或两个缔约方领土内收获的植物或植物产品；

3 .在一个或两个缔约方领土内出生和饲养的活动物；

4.a 从一个或两个缔约方领土内的活动物中获得的商品；

5 .在一个或两个缔约方领土内通过狩猎、捕捉、捕鱼或水产养殖获得的商品；

6. 从一方或双方领土以外的海域、海底或底土中捕捞的鱼类、贝类或其他海洋生物，由在缔约方注册、登记或列名的船舶捕捞，或由在缔约方领土内设立的公司租赁的、有权悬挂其旗帜的船舶捕捞，但根据《特殊经济措施法》（加拿大议会法案，1992年，第17章，修订版）制定的法规所适用的商品除外；

7.a good produced on board a factory vessel from the goods referred to in subparagraph (f), provided the factory vessel is registered, recorded or listed with a Party, or leased by a company established in the territory of a Party, and entitled to fly its flag;

7. 在工厂船上生产的商品，系从第6段所述的商品中提取，前提是该工厂船在缔约方注册、登记或列名，或由在缔约方领土内设立的公司租赁，并有权悬挂其旗帜；

8.a good, other than fish, shellfish or other marine life, taken or extracted from the Area, as defined in Article 1(1) of the UNCLOS, by a vessel registered, recorded or listed with a Party and entitled to fly its flag, or by a Party or a person of a Party;

8. 除鱼类、贝类或其他海洋生物外，从《联合国海洋法公约》第1(1)条定义的区域中捕捞或提取的商品，由在缔约方注册、登记或列名的、有权悬挂其旗帜的船舶捕捞或提取，或由缔约方或一方人员捕捞或提取；

9.a good taken from outer space, provided it is obtained by a Party or a person of a Party and not processed in a non-Party;

9. 从外层空间获取的商品，前提是该商品由缔约方或一方人员获取，且未在非一方进行处理；

10.waste and scrap derived from production in the territory of one or both of the Parties;

10. 来自一方或双方领土内生产的废料和废料；

11.raw material or a component recovered from a used good collected in the territory of one or both of the Parties, provided the good is fit only for such recovery; this includes such raw materials and components for use in the production of remanufactured goods; or

11.原材料或从缔约方一方或双方领土内收集的使用过的货物中回收的组件，前提是该货物仅适用于此类回收；这包括用于生产再制造商品的原材料和组件；或

12.a good produced in the territory of one or both of the Parties exclusively from a good referred to in subparagraphs (a) through (k), or from its derivatives;

12.在一个或两个缔约方领土内生产，且仅从第(a)项至第(k)项所述货物或其衍生品中生产的货物；

indirect material means a good used in the production, testing or inspection of a good but not physically incorporated into the good, or

间接材料是指用于商品生产、测试或检验但未物理融入商品的商品，或

a good used in the maintenance of buildings or the operation of equipment associated with the production of a good, including:

1. *fuel and energy;*
2. *tools, dies and moulds;*
3. *a spare part or material used in the maintenance of equipment or buildings;*
4. *a lubricant grease, compounding material or other material used in the production or operation of equipment or buildings;*
5. *gloves, glasses, footwear, clothing, and safety equipment and supplies;*
6. *equipment, devices, and supplies used for testing or inspecting the good;*
7. *a catalyst or solvent; or*
8. *any other good that is not incorporated into the good but whose use in the production of the good can reasonably be demonstrated to be a part of that production;*

用于建筑物维护或与商品生产相关的设备操作的商品，包括：

1. 燃料和能源;2. 工具、模具和模子;3. 用于维护设备或建筑物的备件或材料;
4. 用于设备或建筑物生产或操作的润滑脂、复合材料或其他材料;5. 手套、眼镜、鞋、服装和安全设备及用品;6. 用于测试或检查商品的工具、设备和用品;
7. 催化剂或溶剂；或
8. 任何其他未融入商品但其在商品生产中的使用可以被合理证明为商品生产一部分的商品；

intermediate material *means a material that is produced by a producer of a good and used in the production of that good;*

listed with a Party *means a foreign registered vessel bare -boat chartered to a Canadian citizen, a permanent resident of Canada or a Canadian corporation which is listed in the Canadian Register of*

中间材料是指由商品生产商生产并在该商品生产中使用的材料；**列于一方**是指向加拿大公民、加拿大永久居民或加拿大公司光船租赁的外国注册船舶，该船舶列于加拿大注册中

Vessels for the duration of the charter and whose registration in the foreign country is suspended for the duration of the charter;

船舶在租船合同期间，其在外国的注册在租船合同期间被暂停；

material means a good that is used in the production of another good, and includes a part or an ingredient;

mola (or morra in the native Kuna language) means a good, traditional and historic in nature, produced in the territory of Panama through reverse appliqué of small decorative pieces of cloth onto a larger piece, elaborated back to front with a combination of fabrics of different bright colours; a mola is made up by hand in two or more layers of cut fabrics, hand sewn one over the other, and is usually inspired in nature, cosmic view, or geometrical designs;

net cost means total cost minus sales promotion, marketing and after-sales service costs, royalties, shipping and packing costs, and non-allowable interest costs that are included in the total cost;

non-allowable interest costs means interest costs incurred by a producer that exceed the applicable national government interest rate identified for comparable maturities by more than 700 basis points;

材料 是指用于生产另一种商品的商品，并包括一个部件或一种原料；**莫拉** （或库纳语的本土语言中的morra）是指一种传统和历史性的商品，在巴拿马领土内通过将小块装饰布反向贴布到大布块上生产而成，从后向前精心制作，结合不同鲜艳颜色的织物；莫拉由手工制作，由两层或更多层切割的织物组成，一层层手工缝制，通常受自然、宇宙观或几何图案的启发；**净成本** 是指总成本减去销售促销、营销和售后服务成本、特许权使用费、运输和包装成本以及包含在总成本中的不允许的利息成本；**不允许的利息成本** 是指生产商遭受的利息成本，该成本超过为可比期限确定的相关国家政府利率，超过700基点。

non-originating good means a good that does not qualify as originating under this Chapter;

非原产地商品是指在本章项下不符合原产地资格的商品；

non-originating material *means a material that does not qualify as originating under this Chapter;*

非原产材料是指在本章项下不符合原产地资格的材料；

other costs *means all costs that are not product costs or period costs;*

period cost *means a cost other than product cost that is expensed in the period in which it is incurred, including a selling expense or a general and administrative expense;*

其他成本 是指除产品成本或期间成本之外的所有成本；**期间成本** 是指在一个成本发生的期间内费用化的除产品成本之外的成本，包括销售费用或一般和行政费用；

product cost *means a cost that is associated with the production of a good and includes the value of material, direct labour cost or direct overhead;*

产品成本 是指与商品生产相关的成本，包括材料价值、直接人工成本或直接制造费用；

producer *means a person who grows, mines, raises, harvests, fishes, traps, hunts, manufactures, processes, assembles or disassembles a good;*

生产商 是指种植、采矿、饲养、收割、捕鱼、设陷阱、狩猎、制造、加工、组装或拆卸商品的个人；

production *means growing, mining, raising, harvesting, fishing, trapping, hunting, manufacturing, processing, assembling or disassembling a good;*

生产 是指种植、采矿、饲养、收割、捕鱼、设陷阱、狩猎、制造、加工、组装或拆卸商品；

reasonably allocate *means to apportion in a manner appropriate to the circumstances;*

合理分配 是指根据情况适当分配；

remanufactured good *means a good that is entirely or partially comprised of a recovered good;*

再制造商品是指由回收商品全部或部分组成的商品；

royalty *means a payment, including a payment under a technical assistance or similar agreement, made as consideration for the use or right to use a copyright, literary, artistic, or scientific work, patent, trademark, design, model, plan, secret formula or process, excluding a payment under technical assistance or similar agreements that can be related to specific services such as:*

1. *personnel training, without regard to where performed; and*
2. *if performed in the territory of one or both of the Parties, engineering, tooling, die -setting, software design and similar computer services, or other services;*

sales promotion, marketing and after-sales service cost *means a cost related to:*

1.sales or marketing promotion; media advertising; advertising or market research; promotional or demonstration materials; exhibits; sales conferences, trade shows and conventions; banners; marketing displays; free samples; sales, marketing or after-sales service literature (product brochures, catalogues, technical literature, price lists, service manuals, sales aid information); establishment or protection of logos or trademarks; sponsorships; wholesale or retail restocking charges; entertainment;

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1. 人员培训，不论在哪里进行；以及2. 如果在一个或两个缔约方的领土内进行，工程、工具制造、模具设置、软件设计和类似的计算机服务，或其他服务；

销售促销、营销和售后服务成本 是指与以下相关的成本：

1.销售或营销推广；媒体广告；广告或市场调研；促销或演示材料；展览；销售会议、贸易展览和会议；横幅；营销展示；免费样品；销售、营销或售后服务文献（产品手册、目录、技术文献、价格表、服务手册、销售辅助信息）；标志或商标的设立或保护；赞助；批发或零售补货费用；娱乐；

2.sales or marketing incentives; consumer, retailer or wholesaler rebates; merchandise incentives;

2.销售或营销激励；消费者、零售商或批发商返利；商品激励；

3.salaries or wages, sales commissions, bonuses, benefits (for example, medical, insurance, pension), travelling or living expenses, membership and professional fees for sales promotion, marketing or after-sales service personnel;

3.工资或薪水、销售佣金、奖金、利益（例如，医疗、保险、养老金）、差旅或生活费用、为销售促销、营销或售后服务人员支付的费用和成员资格及专业费；

4.recruiting or training of sales promotion, marketing or after-sales service personnel or after-sales training of customers' employees, where these costs are identified separately for sales promotion, marketing or after-sales service of goods on the financial statements or cost accounts of the producer;

4.销售促销、营销或售后服务人员的招聘或培训，或客户员工的售后服务培训，其中这些成本在生产商的财务报表或成本账目中单独识别，用于销售促销、营销或售后服务的货物；

5.product liability insurance;

5.产品责任险；

6.office supplies for sales promotion, marketing or after-sales service of goods, where such costs are identified separately for sales promotion, marketing or after-sales service of goods on the financial statements or cost accounts of the producer;

6.为货物的销售促销、营销或售后服务提供的办公用品，其中这些成本在生产商的财务报表或成本账目中单独识别，用于销售促销、营销或售后服务的货物；

7.telephone, mail and other communications, where such costs are identified separately for sales promotion, marketing or after-sales service of goods on the financial statements or cost accounts of the producer;

7.电话、邮件和其他通讯，其中此类成本在生产商的财务报表或成本账目中单独识别，用于商品的销售促销、营销或售后服务；

8.rent or depreciation of sales promotion, marketing or after-sales service offices or distribution centres;

8 .销售促销、营销或售后服务的办公室或分销中心的租金或折旧；

9.property insurance premiums, taxes, cost of utilities, or cost of repair or maintenance of sales promotion, marketing or after-sales service offices or distribution centres, where these costs are identified separately for sales promotion, marketing or after-sales service of goods on the financial statements or cost accounts of the producer; or

10.payments by the producer to other persons for warranty repairs;

9 .财产保险费、税、公共事业费用，或为商品销售促销、营销或售后服务机构或分销中心进行的维修或维护的成本，这些成本在生产商的财务报表或成本账目中单独识别；或 10.生产商向其他人支付的保修维修费用；

shipping and packing cost means a cost incurred in packing a good for shipment or shipping the good from the point of direct shipment to the buyer, excluding the cost of preparing and packaging the good for retail sale;

运输和包装成本 是指为将商品打包发运或从直运点将商品运送给买方所发生的成本，不包括为零售销售而准备和包装商品的成本；

tariff provision means a chapter, heading or subheading of the Harmonized System;

关税条款 是指协调制度中的一个章节、品目或子目；

total cost means a product cost, period cost, or other cost incurred in the territory of one or both of the Parties;

总成本 是指在一个或两个缔约方的领土内发生的产品成本、期间成本或其他成本；

transaction value means the price actually paid or payable for a good, including a material, with respect to a transaction of the producer of the good, adjusted in accordance with the principles of Article 8(1), (3) and (4) of the Customs Valuation Agreement to include, among

交易价值是指商品生产者就商品（包括材料）进行的交易中实际支付或应付的价格，根据海关估价协定第8(1)、(3)和(4)条的原则进行调整，以包括以下内容：

other things, such costs as commissions, production assists, royalties or license fees;

其他事项，如佣金、生产协助、特许权使用费或许可证费等成本；

transaction value of the good, or transaction value of the set or assortment means:

商品交易价值，或套装或混装交易价值 是指：

1. the transaction value of the good or the transaction value of the set or assortment when sold by the producer at the place of production, or

1. 生产商在生产地销售的商品或套装或混装的交易价值，或

2. the customs value of the good or the set or assortment,

2. 商品或套装或混装的海关估价，

and adjusted, if necessary, to exclude any cost incurred subsequent to the good leaving the place of production, such as freight and insurance; and

并在必要时进行调整，以排除商品离开生产地后发生的任何成本，例如运费和保险；和

value of a non-originating material means:

非原产材料价值 是指：

1. the transaction value or the customs value of the material at the time it is imported into a Party, adjusted, if necessary, to include freight, insurance, packing or other costs incurred in transporting the material to the place of importation; or

1. 材料在被进口到一方时的交易价值或海关估价，并在必要时进行调整，以包括将材料运至进口地的运费、保险、包装或其他成本；或

2. in the case of a domestic transaction, the value of the material determined in accordance with the principles of the Customs Valuation Agreement in the same manner as an international

2. 在发生国内交易的情况下，根据海关估价协定原则确定材料价值，其方式与国际交易相同

transaction, with any modification required by the circumstances.

，并根据情况需要进行的任何修改。

Article 3.02: Originating goods

第3.02条：原产地商品

Except as otherwise provided in this Chapter, a good originates in the territory of a Party where:

除本章另有规定外，商品在一方领土内原产，如果：

1.the good is wholly obtained or produced entirely in the territory of one or both of the Parties;

1.商品完全在一方或双方领土内获得或完全生产；

2.each of the non-originating materials used in the production of the good undergoes an applicable change in tariff classification as set out in Annex 3.02 as a result of production occurring entirely in the territory of one or both of the Parties, or the good otherwise satisfies the applicable requirements of that Annex where a change in tariff classification is not required, and the good satisfies all other applicable requirements of this Chapter;

2.商品生产过程中使用的每种非原产材料因生产完全发生在一方或双方领土内，根据附件3.0 2中规定发生适用的关税分类变更，或者商品在不要求关税分类变更的情况下满足该附件的适用要求，并且商品满足本章的所有其他适用要求；

3.the good is produced entirely in the territory of one or both of the Parties exclusively from originating materials; or

3.商品完全由原产材料在一方或双方领土内生产；或

4.except as provided in Annex 3.02 or except for a good of heading 39.01 through 39.14 or Chapters 50 through 63 of the Harmonized System:

4.除附件3.02所述情况外，或除属于协调制度第39.01至39.14品目或第50至63章的商品外：

A.the good is produced entirely in the territory of one or both of the Parties,

A. 该商品完全在一个或两个缔约方领土内生产，

B.a non-originating material used in the production of the good cannot satisfy the requirements set out in Annex 3.02 because both the good and the non-originating material are classified in the same subheading or heading that is not further subdivided into subheadings,

B. 用于生产商品的非原产材料不能满足附件3.0 2中规定的要求，因为商品和非原产材料均被归类在同一个未进一步细分为子目的品目或品目中，

C.the value of a non-originating material used in the production of the good, classified as or with the good, does not exceed 65 per cent of the transaction value of the good, and

C. 用于生产商品的、被归类为或与商品一同归类的非原产材料的价值，不超过商品交易价值的65%，并且

D.the good satisfies the other applicable requirements of this Chapter.

D. 商品满足本章其他适用的要求。

Article 3.03: Certain textile and apparel goods

第3.03条：某些纺织品和服装

Mola, or textile or apparel goods that incorporate mola, that are both cut or knit to shape, and sewn or otherwise assembled in the territory of one or both of the Parties originate in the territory of a Party.

莫拉，或包含莫拉的纺织品或服装，这些商品均切割或针织成型，并在一方或双方的领土内缝制或以其他方式组装，则起源于一方领土。

Article 3.04: Value test

第3.04条：价值测试

1.Except as provided in paragraph 2, where the applicable rule of origin in Annex 3.02 for the tariff provision under which a good is

1 . 除第2段另有规定外，若附件3.02中适用的原产地规则对某商品适用的关税条款规定了价值测试，则只要该商品生产中所使用的所有非原产材料的价值不超过以下公式中规定的该商品交易价值百分比，即满足该价值测试：RVC {v1}TV - VNM TV x100 ，其中，

classified specifies a value test, the value test is satisfied provided the value of all non-originating material used in the production of the good does not exceed the percentage specified in Annex 3.02 of the transaction value of the good under the following formula: RVC = TV - VNM TV x100 ,

where,

RVC = Value of non-originating material used in the production of the good as a percentage of the transaction value of the good;

VNM = Value of Non-Originating Material; and

TV = Transaction Value of the Good

2.For the purpose of a good of headings 87.01 through 87.08, at the choice of an exporter or a producer of that good, the value test is satisfied if the value of a non-originating material used in the production of the good does not exceed the percentage specified in Annex 3.02 of either the transaction value or the net cost of the good.

3.The value of all non-originating material used by the producer in the production of a good does not, for the purposes of satisfying the value test under either paragraph 1 or 2, include the value of all non-originating material used to produce originating material that is subsequently used in the production of the good.

附件3. 02中该商品交易价值，则满足该价值测试：RVC = TV - VNM TV x100 ，其中，

RVC = 非原产材料价值占商品交易价值的百分比；VNM = 非原产材料价值；以及TV = 商品交易价值

2. 对于品目87.01至87.08的商品，若出口商或该商品的生产商选择，若用于该商品生产的非原产材料的价值不超过附件3.02中规定的交易价值或商品净成本的比例，则价值测试得到满足。3. 生产商在商品生产中使用的所有非原产材料的价值，在满足第1段或第2段的价值测试的目的时，不包括用于生产随后用于该商品生产的原产材料的所有非原产材料的价值。

4.For the purpose of paragraph 3, the value of a non-originating material in paragraphs 1 and 2 does not include:

A.the value of all non-originating material used by another producer to produce an originating material that is subsequently acquired and used in the production of the good by the producer of the good; or

B.the value of all non-originating material used by the producer to produce an originating intermediate material.

5.For the purpose of calculating the net cost of a good under paragraph 2, the producer of the good may:

A.calculate the total cost incurred with respect to all goods produced by that producer, subtract any sales promotion, marketing and after-sales service cost, royalty, shipping and packing cost, as well as a non-allowable interest cost that is included in the total cost of all those goods, and then reasonably allocate the resulting net cost of those goods to the good;

B.calculate the total cost incurred with respect to all goods produced by that producer, reasonably allocate the total cost to the good, and then subtract any sales promotion, marketing and after-sales service cost, royalty, shipping and packing cost and non-allowable interest

4.对于第3段，第1段和第2段中的非原产材料的价值不包括：

A.由另一生产商用于生产原产材料的非原产材料的价值，该原材料随后被商品生产者获取并用于生产商品；或

B.由生产商用于生产原产中间材料的非原产材料的价值。

5.为计算第2段所指商品的净成本，商品生产商可以：

A.计算该生产商生产的所有商品的总成本，扣除任何销售促销、营销和售后服务成本、特许权使用费、运输和包装成本，以及包含在所有这些商品总成本中的不允许的利息成本，然后将这些商品产生的净成本合理分配到商品上；

B.计算该生产商生产的所有商品所产生的总成本，合理地将总成本分配到商品上，然后扣除任何销售促销、营销和售后服务成本、特许权使用费、运输和包装成本以及不可允许的利息成本；

cost that is included in the portion of the total cost allocated to the good; or

C.reasonably allocate each cost that forms part of the total cost incurred with respect to the good so that the aggregate of these costs does not include any sales promotion, marketing and after-sales service cost, royalty, shipping and packing cost, or non-allowable interest cost.

6.For the purpose of this Article, value of an intermediate material means:

A.the total cost incurred with respect to all goods produced by the producer of the good that can be reasonably allocated to that intermediate material; or

B.the sum of all costs that comprise the total cost incurred with respect to that intermediate material that can be reasonably allocated to that intermediate material.

Article 3.05: Accumulation

1.For the purpose of determining whether a good is an originating good, the production of the good in the territory of one or both of the Parties by one or more producer is, at the choice of the exporter or

成本，该成本包含在分配给商品的总成本部分中；或

C. 合理分配构成总成本一部分的与商品相关的成本，以便这些成本的总和不包括任何销售促销、营销和售后服务成本、特许权使用费、运输和包装成本或不可允许的利息成本。

6. 就本条而言，中间材料的价值是指：

A. 与商品生产者生产的可合理分配给该中间材料的所有商品相关的总成本；或

B. 可合理分配给该中间材料的与该中间材料相关的总成本所包含的所有成本的总和。

第3.05条：累积

1 .为了确定某商品是否为原产商品，缔约方领土内由一个或多个生产商生产该商品的行为，在出口商或商品生产者的选择下，被视为由该出口商或生产商在缔约方任一领土内完成，如果：

producer of the good, considered to have been performed in the territory of either of the Parties by that exporter or producer, if:

A.all non-originating materials used in the production of the good satisfy the requirements set out in Annex 3.02, entirely in the territory of one or both of the Parties; and

B.the good satisfies all other applicable requirements of this Chapter.

2.Subject to paragraph 3, where each Party has a trade agreement that establishes or leads to the establishment of a free trade area with the same non-Party, as contemplated by the WTO Agreement, the territory of that non-Party is deemed to form part of the territory of the free trade area established by this Agreement, for the purpose of determining whether a good is an originating good under this Agreement.

3.A Party shall give effect to paragraph 2 only once provisions with an effect equivalent to paragraph 2 are in force between each Party and the non-Party, and upon agreement by the Parties on whether to limit such provisions to specified goods or under specified conditions.

Article 3.06: "De Minimis"

1.Except as provided in paragraphs 2 through 4, a good is an originating good if the value of all non-originating material used in the

缔约方任一领土内由该出口商或生产商完成，如果：

A. 所有用于生产该商品的非原产材料均满足附件3.0 2 中规定的要求，完全在一方或双方的领土内；以及

B. 该商品满足本章所有其他适用要求。2.根据第3段的规定，如果每一方与同一非一方（如世界贸易组织协定所设想的那样）签订贸易协定，建立或导致建立自由贸易区，则该非一方的领土应被视为构成本协议建立的自由贸易区的领土的一部分，以确定该商品是否为本协议的原产商品。

3.一方应仅在每一方与非一方之间生效的规定与第2段具有同等效力的规定时，以及经缔约方同意将此类规定限制于特定商品或特定条件下，才能适用第2段。

第3.06条：“微不足道”

1 .除第2段至第4段另有规定外，如果用于该商品生产的所有非原产材料的价值，在关税分类方面未发生附件3.02中规定的适用变更，且该价值不超过该商品交易价值的10%，则该商品为原产商品，如果：

production of the good that does not undergo an applicable change in tariff classification set out in Annex 3.02 does not exceed 10 per cent of the transaction value of the good, if:

A.when the rule of origin of Annex 3.02 applicable to the good contains a percentage for the maximum value of non-originating materials, the value of that non-originating material is included in calculating the value of a non-originating material; and

B.the good satisfies all other applicable requirements of this Chapter.

2.Except as provided in Annex 3.02, paragraph 1 does not apply to a non-originating material used in the production of a good of Chapters 1 through 22 of the Harmonized System unless the non-originating material is provided for in a different subheading from the good for which origin is being determined under this Article. However, paragraph 1 does apply when the good and the non-originating material are classified in the same subheading, provided that the material is different from the good.

3.A good of Chapters 50 through 60 of the Harmonized System that does not originate because certain non-originating yarns used in the production of the good do not fulfil the requirements set out in Annex 3.02 is nonetheless originating if the total weight of all those yarns does not exceed 10 per cent of the total weight of the good.

生产该商品所使用的非原产材料的价值，在关税分类方面未发生附件3.02中规定的适用变更，且该价值不超过该商品交易价值的10%，如果：

A. 当适用于商品的附件3.02原产地规则包含对非原产材料最高价值的百分比时，该非原产材料的价值包含在计算非原产材料价值中；并且

B. 该商品满足本章所有其他适用要求。

2 .除附件3.02第1段规定的情形外，第1章至第22章协调制度商品生产中所使用的非原产材料，除非该非原产材料在根据本条确定原产地时，适用于商品的不同子目，否则不适用第1段的规定。但是，当商品和非原产材料归类于同一子目时，第1段的规定适用，前提是该材料与商品不同。

3. 协调制度第50章至第60章的商品，如果其生产中所使用的某些非原产纱线未满足附件3.02中规定的要求，则不原产，但如果这些纱线的总重量不超过该商品总重量的10%，则仍视为原产。

4.A good of Chapters 61 through 63 of the Harmonized System that does not originate because certain non-originating yarns used in the production of the component of the good that determines the tariff classification of that good do not fulfil the requirements set out in Annex 3.02, is nonetheless originating if the total weight of all those yarns in that component does not exceed 10 per cent of the total weight of that component.

4. 协调制度第61章至第63章的商品，如果其组成部分（该组成部分决定了该商品的关税分类）中所使用的某些非原产纱线未满足附件3.02中规定的要求，则不原产，但如果这些纱线在该组成部分的总重量不超过该组成部分总重量的10%，则仍视为原产。

Article 3.07: Fungible materials and goods

Article 3.0 7 : 可替代材料与商品

For the purpose of determining whether a good is an originating good, if:

为确定某商品是否为原产地商品，如果：

1. originating and non-originating fungible material are used in the production of a good, the determination of whether the fungible material is originating may be made in accordance with an inventory management method recognized in, or otherwise accepted by, the Generally Accepted Accounting Principles of the Party in which the production takes place; and

1. 原产地和非原产地的可替代材料被用于某商品的生产，则可依据在该生产发生的缔约方的公认会计原则中认可或以其他方式接受的库存管理方法，来确定该可替代材料是否为原产地材料；和

2. originating and non-originating fungible goods are physically combined or mixed in inventory in a Party and exported in the same form to the other Party, the determination of whether the good is an originating good may be made in accordance with an inventory management method recognized in, or otherwise accepted by, the

2.原产地和非原产地的可替代货物在一方库存中物理混合或混合，并以相同形式出口到另一方时，确定该商品是否为原产地商品的决定可依据在该方被认可的或以其他方式接受的

Generally Accepted Accounting Principles of the Party from which the good is exported.

出口商品来源方的公认会计原则。

Article 3.08: Sets or assortments of goods

第3.08条：商品套装或组合

1. Except as provided in Annex 3.02, a set, as referred to in Rule 3 of the General Rules for the Interpretation of the Harmonized System, or an assortment of goods is originating if:

1. 除附件3.02所述情况外，根据协调制度解释通则第3条所述的套装，或商品组合，如符合以下条件，则视为原产地产品：

A.all the component goods in the set or assortment, packaging materials and containers, are originating; or

A. 套装或组合中的所有组件商品、包装材料和容器均视为原产地产品；或

B.the set or assortment contains a non-originating component good, packaging material or container, the value of all non-originating component goods, packaging materials and containers for the set or assortment, does not exceed 15 per cent of the transaction value of the set or assortment.

B. 套装或组合中包含非原产成分商品、包装材料或容器，且套装或组合中所有非原产成分商品、包装材料和容器的价值不超过套装或组合交易价值的15%。

2.The value of a non-originating component good, packaging material or container is calculated in the same manner as the value of a non-originating material.

2. 非原产成分商品、包装材料或容器的价值，以与计算非原产材料价值相同的方式计算。

Article 3.09: Accessories, spare parts and tools

An accessory, spare part or tool delivered with the good that forms part of the good's standard accessories, spare parts or tools, is originating if the good is originating. The accessory, spare part or tool is disregarded in determining whether all the non-originating materials used in the production of the good satisfy the requirements set out in Annex 3.02, if:

1. the accessory, spare part or tool is not invoiced separately from the good; and
2. the quantity and value of the accessory, spare part or tool are customary for the good.

第3.09条：附件、备件和工具

附件、备件或工具，如果与商品一同交付，并构成商品的标准附件、备件或工具的一部分，则如果该商品是原产的，则该附件、备件或工具是原产的。如果该附件、备件或工具被忽略，则确定在商品的生产中所使用的所有非原产材料是否满足附件3.02中规定的要求，则该附件、备件或工具被忽略：

1. 附件、备件或工具未与商品单独开票；以及
2. 附件、备件或工具的数量和价值对商品而言是惯常的。

Article 3.10: Indirect materials

An indirect material is originating without regard to where it is produced.

第3.10条：间接材料

间接材料原产地认定与其生产地点无关。

Article 3.11: Intermediate materials used in production

第3.1 1条：用于生产的中间材料生产

1.If an intermediate material is originating, no account is taken of non-originating material contained in that intermediate material when it is subsequently used in the production of another good.

2.For the purpose of determining the origin of a good, a producer of a good may designate an intermediate material as a material to be taken into account as an originating or non-originating material, as the case may be, in determining whether the good satisfies the applicable requirements of the rules of origin.

1.

Article 3.12: Packaging materials and containers for retail sale

Except as provided in Article 3.08 and Annex 3.02, a packaging material or container in which a good is packaged for retail sale is disregarded in determining whether:

1. the non-originating material satisfies the applicable requirements set out in Annex 3.02; or
2. the good meets the requirements established in Article 3.02(a) or (c).

1.如果中间材料是原产地的，则在它随后用于生产另一种货物时，对其所含的非原产材料不予考虑。

2.为确定商品的原产地，商品的生产商可以指定中间材料作为在确定商品是否符合原产地规则适用要求时应当考虑的原产材料或非原产材料，视情况而定。

1.

第3.12条：包装材料和零售销售的容器

除第3.08条和附件3.02另有规定外，用于零售销售的包装材料或容器在确定以下情况时被忽略：

1. 非原产材料是否符合附件3.02中规定的要求；或
2. 该商品符合第3.02(a)或(c)条中建立的要求。

Article 3.13: Packing materials and containers for shipment

A packing material, container, pallet or similar article, in which a good is packed for shipment is disregarded in determining whether that good is originating.

文章 3.13： 运输包装材料和容器

用于运输而包装商品的包装材料、容器、托盘或类似文章，在确定该商品是否为原产地商品时被忽略。

Article 3.14: Transit and transshipment

1.An originating good that is exported from a Party maintains its originating status only if the good:

A.does not undergo further production or any other operation outside the territories of the Parties, other than unloading, reloading or any other operation necessary to preserve it in good condition or to transport the good to the territory of a Party; and

B.remains under customs control while outside the territories of the Parties.

2.The Parties recognize that a good qualifying as an originating good under a trade agreement between a Party and a non-Party, which establishes or leads to the establishment of a free trade area, does not lose its originating status under that agreement solely by reason of transiting or being transhipped through a Party's territory or by

文章 3.14： 转运和转船

1.原产商品从一方出口时，若该商品：

A.未在缔约方领土之外进行进一步生产或任何其他操作，除卸货、重装或任何其他为保持其良好状态或将其运至一方领土所必需的操作之外；并且

B.在领土之外时仍处于海关控制之下。

2.缔约方承认，根据一方与非方之间建立或导致建立自由贸易区的贸易协议，符合原产地商品资格的商品，仅因通过一方领土转运或转船，或因在一方自由贸易区内进行批发购买或销售，而未丧失在该协议项下的原产地状态，前提是该协议的适用条款规定的所有条件均已满足。

reason of the wholesale purchase or sale of that good in a Party's free trade zone, if all the conditions required under the applicable provisions of that agreement are met.

如果该协议的适用条款规定的所有条件均已满足。

Article 3.15: Interpretation and application

For the purpose of this Chapter:

1.the basis for tariff classification in this Chapter is the Harmonized System;

2.where applying Article 3.02(d), the determination of whether a heading or subheading under the Harmonized System provides for both a good and the material that is used in the production of the good is made on the basis of the nomenclature of the heading or subheading and the relevant Section or Chapter Notes, in accordance with the General Rules for the Interpretation of the Harmonized System; and

3.costs referred to in this Chapter must be recorded and maintained in accordance with the Generally Accepted Accounting Principles applicable in the territory of the Party in which the good is produced.

A第3.15条：解释和应用

本章的目的：

1.本章的关税分类依据是协调制度；

2.在适用第3.02(d)条时，关于协调制度下的品目或子目是否同时规定了一种商品及其生产所使用的材料，其决定依据是品目或子目的分类目录以及相关的第X节或章节注释，并按照协调制度解释通则；和

3. 本章所述成本必须按照商品生产所在一方领土上适用的公认会计原则进行记录和保存。

Article 3.16: Consultation and modifications

第3.16条：磋商和修改

1.The Parties 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 in accordance with Chapter Four (Customs Procedures).

2.A Party that considers that this Chapter requires modification to take into account developments in production processes or other matters may submit a proposed modification along with supporting rationale and any studies to the other Party for consideration and appropriate action by the Committee on Trade in Goods and Rules of Origin.

1. 缔约方应定期磋商，以确保本章得到有效、统一且与本协议精神和目标一致的管理，并应根据第四章（海关程序）的规定合作管理本章。

2. 一方认为本章需要修改以考虑生产流程或其他事项的发展时，可以连同支持性理由和任何研究一起向另一方提交拟议的修改，由货物贸易和原产地规则委员会审议并采取适当行动。

Text of the Canada–Panama Free trade agreement – Chapter four: Customs procedures

加拿大-巴拿马自由贸易协定文本 – 第四章：海关程序

Article 4.01: Definitions

文章 4.01：定义

For purposes of this Chapter:

本章的目的：

customs administration means the governmental authority that is responsible under the law of a Party for the administration of customs laws and regulations;

海关当局 是指根据一方法律负责海关法律和法规管理的政府权力；**原产地认定** 是指根据第三章（原产地规则）确定商品是否合格为原产地的决定；

determination of origin means a determination as to whether a good qualifies as originating in accordance with Chapter Three (Rules of Origin);

exporter means an exporter located in the territory of a Party;

出口商 是指位于一方领土内的出口商；

identical goods means goods that are the same in all respects, including physical characteristics, quality and reputation, irrespective of minor differences in appearance that are not relevant to a determination of origin of those goods under Chapter Three (Rules of Origin);

相同货物 是指在任何方面都相同的货物，包括物理特性、质量和声誉，而不论外观上的微小差异与第三章（原产地规则）下对那些货物的原产地认定无关；

importer means an importer located in the territory of a Party;

进口商 是指位于一方领土内的进口商；

preferential tariff treatment means the rate of duty applicable under this Agreement to an originating good; and

value means value of a good or material for purposes of calculating customs duties or for the purposes of applying Chapter Three (Rules of Origin).

The following terms have the same meaning as in Article 3.01 (Rules of Origin – Definitions):

1. Generally Accepted Accounting Principles;
2. indirect material;
3. material;
4. net cost;
5. producer; and
6. production.

Section I – Certification of origin

Article 4.02: Certificate of origin

1. The Parties shall establish, no later than the date of entry into force of this Agreement, a Certificate of Origin for the purpose of certifyi ng that a good being exported from the territory of a Party into the territory of the other Party qualifies as an originating good. The Certificate of Origin may thereafter be modified as the Parties may decide.

2. Each Party shall permit the Certificate of Origin for a good imported into its territory to be completed in English, French or Spanish.

3. Each Party shall:

   a. require an exporter in its territory to complete and sign a Certificate of Origin for the exportation of a good for which an importer may claim preferential tariff treatment upon importation of the good into the territory of the other Party; and

   b. provide that, when an exporter in its territory is not the producer of the good, the exporter may complete and sign a Certificate of Origin on the basis of:

      i. knowledge of whether the good qualifies as an originating good,

      ii. reasonable reliance on the producer's written representation that the good qualifies as an originating good, or

      iii. a completed and signed Certificate of Origin for the good, voluntarily provided to the exporter by the producer.

4. Under paragraph 3 neither Party may require a producer to provide a Certificate of Origin to an exporter.

优惠关税待遇 是指本协议适用于原产地商品的关税税率；和

价值 是指为计算关税或应用第三章（原产地规则）之目的而确定商品或材料的价值。

下列术语与第3.01条（原产地规则——定义）中的含义相同：

1. 公认会计原则；2. 间接材料；3. 材料；4. 净成本；5. 生产商；和6. 生产。

第I节——原产地证书

第4.02条：原产地证书

1. 缔约方应在本协议生效之日起，建立原产地证书，以证明从一方领土出口至另一方领土的商品视为原产地货物。此后，原产地证书可根据缔约方的决定进行修改。

2. 每一方应当允许原产地证书以英语、法语或西班牙语完成，用于进口至其领土的商品。

3. 每一方应当：

   a. 要求其领土内的出口商完成并签署原产地证书，用于出口至另一方领土的商品，以便进口商在将该商品进口至另一方领土时可以索赔优惠关税待遇；以及 b. 规定，当其领土内的出口商不是该商品的生产商时，出口商可以基于以下依据完成并签署原产地证书：i. 知道该商品是否视为原产地货物，ii. 合理信赖生产者关于该商品视为原产地货物的书面声明，或 iii. 生产者自愿提供给出口商的已完成并签署的原产地证书。

4. 根据第3段，任何一方均不得要求生产商向出口商提供原产地证书。

5. Each Party shall permit a Certificate of Origin to apply to:

a. a single importation of one or more goods into the Party's territory; or

b. multiple importations of identical goods into the Party's territory that occur within a specified period not exceeding 12 months.

6. Each Party shall ensure that the Certificate of Origin is accepted by its customs administration for 4 years after the date on which the Certificate of Origin was signed.

Article 4.03: Obligations regarding importations

1. Except as otherwise provided in this Chapter, each Party shall require an importer in its territory that claims preferential tariff treatment for a good imported into its territory from the territory of the other Party to:

a. make a written declaration, in the import document provided by its laws and regulations, based on a valid Certificate of Origin, that the good qualifies as originating;

b. have the Certificate of Origin in its possession at the time the declaration is made;

c. provide, at the request of that Party's customs administration, a copy of the Certificate of Origin and, if required by the customs administration, a translation of the Certificate of Origin in a language required by its domestic law; and

d. promptly make a corrected declaration in a manner required by the customs administration of the importing Party and pay any duties owing when the importer has reason to believe that a Certificate of Origin on which a declaration was based contains information that is incorrect.

2. For the purpose of paragraph 1(d), if the customs administration of the importing Party determines that the Certificate of Origin has not been completed in accordance with Article 4.02, the importing Party shall ensure that the importer is granted no less than5 working days to provide the customs administration with a corrected Certificate of Origin.

3. When an importer claims preferential tariff treatment for a good imported into the territory of a Party from the territory of the other Party:

a. the importing Party may deny preferential tariff treatment to the good if the importer fails to comply with a requirement under this Chapter; and

b. the importing Party shall not subject the importer to penalties for making an incorrect declaration if the importer voluntarily corrects the declaration under paragraph 1(d).

5. 每一方应允许原产地证书适用于:

a. 一方领土内的一次进口一个或多个货物；或 b. 在不超过12个月的指定期间内，一方领土内多次进口相同货物。

6. 每一方应确保原产地证书在其海关当局签发之日起4年内被接受。

文章4.03：与进口相关的义务

1. 除本章另有规定外，每一方应要求其领土内声称从另一方领土进口货物并要求优惠关税待遇的进口商:

a. 根据有效的原产地证书，在其法律和法规提供的进口文件中作出书面声明，表明该货物符合原产地要求；b. 在作出声明时持有原产地证书；c. 应该方海关当局的要求，提供原产地证书的副本，并在海关当局要求时，提供其国内法规定的语言的证书翻译；以及 d. 当进口商有理由相信基于其声明所依据的原产地证书包含不正确信息时，按照进口方海关当局要求的方式及时作出更正声明，并支付任何应缴的税款。

2 . 根据第1(d)条，如果进口方海关当局认定原产地证书未按照第4.02条的规定完成，进口方应确保进口商获得不少于5个工作日的时间向海关当局提供更正的原产地证书。

3 . 当进口商就从另一方领土进口到一方领土的商品申领优惠关税待遇时:

a. 如果进口商未能遵守本章的规定，进口方可以拒绝给予该商品优惠关税待遇；以及 b. 如果进口商在根据第1(d)条自愿更正申报的情况下作出不正确的申报，进口方不得对该进口商处以处罚。

4. Each Party, through its customs administration, may require an importer to demonstrate that a good for which the importer claims preferential tariff treatment was shipped in accordance with Article 3.14 (Rules of Origin – Transit and Transshipment) by providing:

a. carrier documents, including bills of lading or waybills, indicating the shipping route and all points of shipment and transshipment prior to the importation of the good, and

b. where the good is shipped through or transshipped outside the territories of the Parties, a copy of the customs control documents indicating to that customs administration that the good remained under customs control while outside the territories of the Parties.

5. Where a good would have qualified as an originating good when it was imported into the territory of a Party, but no claim for preferential tariff treatment was made at the time of importation, the importing Party shall permit the importer, within a period of no less than 1 year after the date of importation, to apply for a refund of any excess duties paid as a result of the good not having been granted preferential tariff treatment, on presentation to the customs administration of the importing Party of:

a. a written declaration that the good qualified as originating at the time of importation;
b. a copy of the Certificate of Origin; and
c. other documentation relating to the importation of the good required by the importing Party.

Article 4.04: Exceptions

A Party shall not require a Certificate of Origin for:

a. an importation of a good whose value does not exceed USD 1,000 or its equivalent amount in the Party's currency, or a higher amount that the Party establishes, except that it may require that the invoice accompanying the importation include a statement from the exporter certifying that the good qualifies as an originating good, or

b. an importation of a good for which the importing Party has waived the requirement for a Certificate of Origin,

provided that the importation does not form part of a series of importations that may reasonably be considered to have been undertaken or arranged for the purpose of avoiding the certification requirements of Articles 4.02 and 4.03.

Article 4.05: Obligations regarding exportations

1. Each Party shall provide that :

4. 每一方通过其海关当局，可以要求进口商证明，进口商声称享受优惠关税待遇的商品是按照第3.14条（原产地规则——转运和过境）的规定运输的，并提供:

a. 承运人文件，包括提单或运单，标明商品进口前的运输路线和所有装货点及转船点，以及 b. 如果商品通过或转船于缔约方领土之外，海关监管文件的副本，表明该海关当局在商品处于缔约方领土之外时仍对其进行海关监管。

5 . 如果商品在进口到一方领土时符合原产地商品资格，但在进口时未提出优惠关税待遇的索赔，则进口方应在进口之日起不少于1年的期限内，在向进口方海关当局提交以下文件的情况下，允许进口商申请退还因商品未获得优惠关税待遇而支付的任何超额关税:

a. 一份书面声明，表明该商品在进口时符合原产地商品资格；b. 原产地证书的副本；以及 c. 与该商品进口相关的其他文件，这些文件由进口方要求。

第4.04条：例外

一方不得要求提供原产地证书，包括:

a. 进口原产地商品价值不超过1,000美元或其等值货币的商品，或一方确定的更高金额的商品，但可以要求随进口货物附带的发票中包含出口商证明该商品视为原产地货物的声明，或b. 进口方已放弃要求提供原产地证书的商品，

但前提是，该进口不构成可能被合理视为为规避第4.02条和第4.03条认证要求而进行或安排的一系列进口。

第4.05条：出口义务

1. 每一方应当规定:

a. on the request of its customs administration, an exporter in its territory, or a producer in its territory that has provided a copy of a Certificate of Origin to that exporter in accordance with Article 4.02(3)(b)(iii) must provide a copy of the Certificate of Origin to its customs administration;

b. an exporter or a producer in its territory that has completed and signed a Certificate of Origin and has reason to believe that the Certificate of Origin contains information that is incorrect must promptly notify in writing every person to whom each has provided the Certificate of Origin of a change that could affect the accuracy or validity of the Certificate of Origin; and

c. a false certification by an exporter or a producer in its territory that a good to be exported to the territory of the other Party qualifies as originating is subject to the same legal consequences, with appropriate modifications, as would apply to an importer in the territory of the exporting Party that makes a false statement or representation in connection with an importation.

2. Neither Party may impose penalties on an exporter or a producer in its territory that voluntarily provides written notification under paragraph 1(b) with respect to the making of an incorrect certification.

3. Each Party may apply a measure that the circumstances warrant if an exporter or a producer in its territory fails to comply with a requirement of this Chapter.

Section II – Administration and enforcement

Article 4.06: Records

1. Each Party shall provide that :

a. an exporter or a producer in its territory that completes and signs a Certificate of Origin must maintain in its territory, for 5 years after the date on which the Certificate of Origin was signed or for a longer period as specified by the Party, records relating to the origin of a good for which preferential tariff treatment was claimed in the territory of the other Party, including records associated with:

i. the purchase of, cost of, shipping of, value of, and payment for, the exported good,

ii. the purchase of, cost of, value of, and payment for all materials, including indirect materials, used in the production of the exported good, and

iii. the production of the good in the form in which it was exported; and

a. 应其海关当局的请求，其领土内的出口商，或根据第4.02(3)(b)(iii)条向该出口商提供了原产地证书副本的生产商，必须将其原产地证书副本提供给其海关当局；

b. 在其领土内的出口商或生产商，若已完成并签署了原产地证书，并有理由相信该原产地证书包含不正确信息，必须及时以书面形式通知其已向其提供原产地证书的每一个人，说明可能影响原产地证书准确性或有效性的变更；以及

c. 出口商或生产商在其领土内对商品进行虚假认证，即
出口至另一方领土的货物视为原产地，其应承担的法律后果与出口方领土内的进口商就进口事项作出虚假陈述或表示时应承担的法律后果相同，但需作适当修改。

2. 任何一方不得对其领土内自愿根据第1(b)段提供书面通知的出口商或生产商，在作出错误认证方面施加处罚。

3. 如果在其领土内的出口商或生产商未能遵守本章的要求，每一方可以采取符合情况的措施。

第二部分 – 管理和执行

第4.06条：记录

1. 每一方应规定：

a. 其领土内的出口商或生产商完成并签署原产地证书的，必须在其领土内保存记录，自原产地证书签署之日起5年，或按该另一方规定的更长期限保存，这些记录与在另一方领土内声称享受优惠关税待遇的商品的原产地相关，包括与以下记录相关的记录：

i. 对出口商品
的购买、成本、运输
和价值支付，ii. 对出口商品
生产中使用的所有材料
（包括间接材料）
的购买、成本和价值支付，以及
iii. 以出口时商品的形式
生产该商品；以及

b. an importer claiming preferential tariff treatment for a good imported into the Party's territory must maintain, in that territory documentation relating to the importation of the good, including a copy of the Certificate of Origin, for 5 years after the date of importation of the good or for a longer period as specified by the Party.

b. 进口商就进口到
一方领土的商品
主张优惠关税待遇
时，必须在该领土
保留与该商品进口
相关的文件，包括
原产地证书的副本，
自商品进口之日起
5年内，或根据一方
规定的更长期限。

2. When a Party requires importers, exporters or producers in its territory to maintain documentation or records in relation to the origin of the good, in accordance with that Party's laws and regulations, it shall permit them to do so in any medium, provided that the documentation or records can be retrieved and printed.

2. 当一方要求其领土内的进口商、出口商或生产者保存与商品原产地相关的文件或记录，并依照该方的法律和法规时，应允许他们以任何媒介进行保存，前提是该文件或记录可以被检索和打印。

3. A Party may deny preferential tariff treatment to a good that is the subject of an origin verification where the exporter, producer or importer of the good that is required to maintain records or documentation under this Article:

3. 一方可以拒绝给予原产地核查商品以优惠关税待遇，如果该商品所要求的出口商、生产者或进口商未按照本条要求保存记录或文件：

a. fails to maintain records or documentation relevant to determining the origin of the good in accordance with the requirements of the Chapter; or
b. denies access to the records or documentation.

a. 未能按照章节的要求保存与确定商品原产地相关的记录或文件；或 b. 拒绝提供记录或文件。

Article 4.07: Origin verifications

第4.07条：原产地核查

1. For purposes of determining whether a good imported into its territory from the territory of the other Party qualifies as an originating good, a Party may, through its customs administration, conduct a verification only by means of:

1. 为了确定从另一方领土进口到其领土的商品是否视为原产地商品，一方可以通过其海关当局，仅通过以下方式开展核查：

a. verification letters requesting information from the exporter or producer of the good in the territory of the other Party;
b. written questionnaires to an exporter or a producer in the territory of the other Party;
c. visits to the premises of an exporter or a producer in the territory of the other Party to review the records referred to in Article 4.06(1)(a) and observe facilities used in the production of the good; or
d. any other method that the Parties decide.

a. 向另一方领土内的商品出口商或生产者发送验证函以请求信息；b. 向另一方领土内的出口商或生产者发送书面问卷；c. 前往另一方领土内出口商或生产者的场所，审查第4.06(1)(a)条所述的记录，并观察商品生产中使用的设施；或 d. 任何一方决定的其他方法。

2. For purposes of verifying the origin of a good, the importing Party may request the importer of the good to voluntarily obtain and supply written information voluntarily provided by the exporter or producer of the good in the territory of the other Party. The importing Party shall not consider the failure or refusal of the importer to obtain and supply that information as a failure of the exporter or producer to supply the information or as a ground for denying preferential tariff treatment.

2. 为了验证商品的原产地，进口方可以要求该商品的进口商自愿获取并供应由出口商或商品生产者在另一方领土内自愿提供的书面信息。进口方不得将进口商未能获取并供应该信息视为出口商或商品生产者未能供应信息，也不得将其作为拒绝优惠关税待遇的理由。

3. Each Party shall allow an exporter or producer who receives a verification letter under paragraph 1(a) or a questionnaire under paragraph 1(b) no less than 30 days from the date of receipt of that letter or questionnaire to provide the information and documentation required or the completed questionnaire. On written request by the

3 . 每一方应当允许收到第1(a)段项下的验证函或第1(b)段项下的问卷的出口商或生产商，自收到该函或问卷之日起不少于30天，提供所需的信息和文件或已完成的问卷。如进口方根据出口商或生产商在此期间提出的书面请求，可给予出口商或生产商一次不超过30天的期限延期。

exporter or producer made during that period, the importing Party may grant the exporter or producer a single extension of the deadline for a period of no more than 30 days.

4. If an exporter or producer fails to provide the information and documentation required by a verification letter or fails to return a duly completed questionnaire within the period or extension set out in paragraph 3, the importing Party may deny preferential tariff treatment to the good in question in accordance with the procedures set out in paragraphs 14, 15 and 16.

5. Prior to conducting a verification visit under paragraph 1(c), a Party, through its customs administration, shall:

a. deliver a written notification of its intention to conduct the visit:

i. to the exporter or producer whose premises are to be visited,
ii. to the customs administration of the other Party, and
iii. if requested by the other Party, to the embassy of that Party in the territory of the Party proposing to conduct the visit; and

b. obtain the written consent of the exporter or producer whose premises are to be visited.

6. The notification referred to in paragraph 5 must include:

a. the identity of the customs administration issuing the notification;
b. the name of the exporter or producer whose premises are to be visited;
c. the date and place of the proposed verification visit;
d. the object and scope of the proposed verification visit, including specific reference to the good that is the subject of the verification;
e. the names and titles of the officials performing the verification visit; and
f. the legal authority for the verification visit.

7. If an exporter or producer has not given its written consent to a proposed verification visit within 30 days of receipt of a notification under paragraph 5, the notifyi ng Party may deny preferential tariff treatment to the good that would have been the subject of the visit.

8. The Party whose customs administration receives notification under paragraph5(a)(ii), within 15 days of receipt of the notification, may postpone in writing to the customs administration who sent the notice, the proposed verification visit for no more than 60 days from the date of that receipt or for a longer period that the Parties may decide.

9. Each Party shall allow, when the exporter or producer receives notification under paragraph 5(a)(i), the exporter or producer to, on a single occasion, within 15 days of receipt of the notification, request in writing the postponement of the proposed

在此期间，出口商或生产商提出的，进口方可以给予出口商或生产商一次不超过30天的期限延期。

4. 如果出口商或生产商未能提供验证函所要求的资料和文件，或未能于第3段规定的期限或延期内回复已正确填写的问卷，进口方可以按照第14、15和16段规定的程序，拒绝给予所涉商品优惠关税待遇。

5. 在根据第1(c)款进行验证访问之前，一方应通过其海关当局开展以下工作:

a. 提交其进行访问的书面通知:

i. 通知其要访问的出口商或生产商的场所，ii. 通知另一方的海关当局，以及 iii. 如另一方提出要求，通知提议进行访问的一方在其领土内的大使馆；以及

b. 获得其要访问的出口商或生产商的书面同意。

6. 第5段所述的通知必须包括:

a. 通知的海关当局的识别； b. 其场所将被访问的出口商或生产者的名称； c. 提议的验证访问的日期和地点； d. 提议的验证访问的目的和范围，包括对作为验证对象的商品的特定参考； e. 执行验证访问的官员的姓名和职务；以及 f. 验证访问的法律授权。

7. 如果出口商或生产者在收到第5段的通知后30天内未书面同意提议的验证访问，通知方可以拒绝对该商品（该商品本将是访问对象）的优惠关税待遇。

8. 接收第5(a)(ii)段通知的海关当局所属的一方，
在收到通知后15天内，可以书面将该提议的验证访问推迟至该收到的日期起不超过60天，或推迟至缔约方决定的更长时期。

9. 每一方应当允许，当出口商或生产商收到第5(a)(i)段项下的通知时，在收到通知后的15天内，以书面形式请求推迟拟议的

verification visit for no more than 60 days from the date of that receipt or for a longer period as accepted by the notifyi ng Party.

10. A Party shall not deny preferential tariff treatment to a good based only on the postponement of a verification visit under paragraphs 8 or 9.

11. A Party shall permit an exporter or a producer whose good is the subject of a verification visit by the other Party to designate two observers to be present during the visit, provided that :

a. the observers do not participate in a manner other than as observers; and
b. the failure of the exporter or producer to designate observers does not result in the postponement of the visit.

12. When a Party conducts a verification of origin involving a value test, *de minimis* calculation or any other provision in Chapter Three (Rules of Origin) to which Generally Accepted Accounting Principles may be relevant, it shall apply those principles as they apply in the territory of the other Party from which the good was exported.

13. When the producer of a good calculates the net cost of the good as set out in Article 3.04 (Rules of Origin – Value Test), the importing Party will not verify, during the period over which the net cost is being calculated, whether the good satisfies the value test.

14. The Party conducting a verification shall provide the exporter or producer whose good is the subject of the verification with a written determination of whether the good qualifies as originating, including findings of fact and the legal basis for the determination.

15. If a Party determines as a result of an origin verification that the good that is the subject of the verification does not qualify as originating, the Party shall include in its written determination under paragraph 14 a written notice of intent to deny preferential tariff treatment of the good.

16. Each Party shall ensure that a written notice of intent to deny preferential tariff treatment under paragraph 15 provides for at least 30 days during which the exporter or producer of the good may provide, with regard to that determination, written comments or additional information that will be taken into account by the Party prior to completing the verification.

17. In accordance with each Party's laws and regulations, if verifications by a Party indicate a pattern of conduct by an exporter or a producer of false or unsupported representations that a good imported into its territory qualifies as originating, the Party may withhold preferential tariff treatment to identical goods exported or produced by that exporter or producer until that exporter or producer establishes compliance with Chapter Three (Rules of Origin).

18. If, in conducting a verification of origin of a good imported into its territory under this Article, a Party conducts a verification of the origin of a material that is used in the production of the good, the Party shall conduct the verification of origin of the material

验证访问，期限不超过收到该通知之日起60天，或经通知方接受的更长期限。

10. 一方不得仅因原产地验证访问被推迟（根据第8段或第9段）而拒绝向商品提供优惠关税待遇。

11. 一方应允许出口商或生产商，其商品是另一方原产地验证访问的主题，由另一方进行访问，指定两名观察员在访问期间到场，前提是：

a. 观察员以观察员身份参与；以及 b. 出口商或生产商未指定观察员导致访问被推迟。

12. 当一方进行涉及价值测试、微不足道计算或任何其他第三章（原产地规则）中可能适用公认会计原则的规定的原产地验证时，应适用这些原则，如同它们在商品出口的另一方领土中适用一样。

13. 当商品的生产商根据第3.04条（原产地规则——价值测试）计算商品净成本时，进口方在计算净成本的期间内不会验证该商品是否满足价值测试。

14. 开展核查的一方应向出口商或生产商（其商品为核查对象）提供书面决定，说明该商品是否符合原产地资格，包括事实认定和法律依据。

15. 如果一方根据原产地验证确定，所涉及的如果核查结果不符合原产地要求，该方应在第14段项下的书面决定中包括一份书面通知，说明不给予该商品优惠关税待遇的意图。

16. 每一方应确保，关于拒绝第15段规定的优惠关税待遇的书面通知中，应提供至少30天的时间，在此期间，商品出口商或商品生产者可以就该项决定提供书面意见或补充信息，该方应在完成核查前考虑这些意见或信息。

17. 根据每一方的法律和法规，如果一方核查表明出口商或生产商存在虚假或不支持的陈述，即其所进口的商品符合原产地资格的行为模式，该方可以暂停对该出口商或生产商出口或生产的相同货物给予优惠关税待遇，直至该出口商或生产商建立符合第三章（原产地规则）的合规性。

18. 如果在根据本协议对其领土内进口的商品进行原产地核查时，文章，一方对用于该商品生产中的材料开展原产地验证，该一方应当对材料的原产地验证

in accordance with the procedures in paragraphs 1 through 3, 5, 6, 8, 9 through 13 and 20.

19. When a Party conducts a verification under paragraph 18, the Party may consider the material to be non-originating in determining whether the good is an originating good if the producer or supplier of that material does not allow the Party access to information required to make a determination of whether the material is an originating material by the following or other means:

a. denial of access to its records;
b. failure to respond to a verification questionnaire or letter; or
c. refusal to consent, within 30 days of receipt of a notification under paragraph 5, to a verification visit.

20. For purposes of this Article, the importing Party shall ensure that communication to the exporter or producer and to the other Party are sent by means that can produce a confirmation of receipt. The periods referred to in this Article begin from the date of that receipt.

Article 4.08: Confidentiality

1. Each Party shall maintain, in accordance with its domestic law, the confidentiality of the information collected under this Chapter and shall protect that information from disclosure that could prejudice the competitive position of a person providing the information. If the Party receiving or obtaining the information is required by its domestic law to disclose the information, that Party shall notify the person or Party who provided that information.

2. Each Party shall ensure that the confidential information collected under this Chapter is not used for purposes other than the administration and enforcement of determinations of origin and of customs matters, except with the authorization of the person or Party who provided the confidential information.

3. Notwithstanding paragraph 2, a Party may allow information collected under this Chapter to be used in any administrative, judicial or quasi-judicial proceedings instituted for failure to comply with customs related laws and regulations implementing Chapter Three (Rules of Origin) and this Chapter. A Party shall notify the person or Party who provided the information in advance of that use.

Article 4.09: Penalties

Each Party shall adopt or maintain measures for imposing criminal, civil or administrative penalties for violations of its laws and regulations relating to this Chapter.

根据第1段至第3段、第5段、第6段、第8段、第9段至第13段和第20段中的程序进行

19. 当一方根据第18段开展核查时，如果该材料的生产商或供应商不允许一方获取作出是否为原产材料的决定所需的信息，该方在确定该商品是否为原产商品时，可以将该材料视为非原产材料，其方式包括：

a. 拒绝一方获取其记录；b. 未回复核查问卷或信函；或 c. 在收到第5段通知之日起30天内，拒绝同意进行核查访问。

20. 就本条而言，进口方应确保向出口商或生产商以及另一方发送的通信能够产生收讫确认。本条所述期间自该收讫之日起开始。

Article 4.08 : 保密

1. 每一方应根据其国内法，维持本章收集的信息的保密性，并保护该信息免受披露，以免损害提供该信息人员的竞争地位。如果接收或获取信息的该方根据其国内法被要求披露该信息，该方应通知提供该信息的人员或一方。

2. 每一方应确保根据本章收集的机密信息不用于原产地确定和海关事项的管理和执行之外的目的，除非获得提供该机密信息的个人或一方的授权。

3. 不论第2段如何规定，一方可以允许根据本章收集的信息
在本章中用于因未能遵守实施第三章（原产地规则）和本章的海关相关法律法规而启动的任何行政、司法或准司法程序。一方应在信息被使用前提前通知提供该信息的个人或一方。

第4.09条：处罚

每一方应当采取或维持措施，对违反其与本章节相关的法律和法规的行为处以刑事、民事或行政处罚。

Section III – Advance rulings

Article 4.10: Advance rulings

1. Each Party, through its customs administration, shall provide for the expeditious issuance of a written advance ruling, prior to the importation of a good into its territory, to an importer in its territory or an exporter or a producer in the territory of the other Party, on the basis of the facts and circumstances presented by that importer, exporter or producer of the good, concerning whether a good qualifies as an originating good in accordance with Chapter Three (Rules of Origin).

2. Each Party shall adopt or maintain procedures for the issuance of an advance ruling, including a detailed description of the information reasonably required to process an application for a ruling.

3. Each Party shall provide that its customs administration:

   a. during the course of an evaluation of an application for an advance ruling, may request supplemental information from the person requesting the ruling;
   b. after it has obtained necessary information from the person requesting an advance ruling, shall issue the ruling within 120 days; and
   c. shall provide to the person requesting the ruling a full explanation of the reasons for the ruling.

4. The customs administration may decline or postpone the issuance of an advance ruling if the ruling involves an issue that is the subject of:

   a. a verification of origin;
   b. a review by or appeal to the customs administration; or
   c. a judicial or quasi-judicial review in that Party's territory.

5. Subject to paragraph 8, each Party shall apply an advance ruling to importations into its territory of the good for which the ruling was requested, beginning on the date of its issuance or a later date specified in the ruling.

6. Each Party shall provide to a person requesting an advance ruling the same treatment, including the same interpretation and application of provisions of Chapter Three (Rules of Origin) regarding a determination of origin, as it provided to another person to whom it issued an advance ruling, provided that the facts and circumstances are identical in all material respects.

7. The issuing Party may modify or revoke an advance ruling:

   a. if the ruling is based on an error of fact;

第三部分 – 提前裁决

第4.10条：提前裁决

1. 每一方应当通过其海关当局，在商品进口到其领土之前，向其领土内的进口商或另一方领土内的出口商或商品生产者提供迅速签发的书面预先裁定，基于该进口商、出口商或商品生产者提出的有关商品是否符合根据第三章（原产地规则）视为原产地货物的事实和情况。

2. 每一方应当制定或维持提前裁决的程序，包括详细说明处理裁决申请所需合理信息的描述。

3. 每一方应当规定其海关当局：

   a. 在评估提前裁决申请的过程中，可以要求提出裁决申请的个人补充信息； b. 在从提出提前裁决申请的个人获得必要信息后，应当在120日内发出裁决；以及 c. 应当向提出裁决申请的个人提供裁决理由的完整说明。

4. 海关当局如果裁决涉及一个问题是以下事项的主题，可以拒绝或推迟发出提前裁决：

   a. 原产地验证； b. 由海关当局进行审查或上诉；或c. 在该一方领土内进行司法或准司法审查。

5. 除第8段的规定外，每一方应当将预先裁定适用于其领土内进口的、已提出预先裁定请求的商品，自其签发之日起或裁定中指定的较晚日期开始适用。

6. 每一方应当向请求预先裁定的人员提供同等待遇，包括就第3章（原产地规则）中关于原产地认定的条款提供的同等解释和应用，前提是该事实和情况在实质上完全相同。

7. 发行一方可以修改或撤销预先裁定：

   a. 如果裁定基于事实错误；

b. if there is a change in a material fact or circumstance on which the ruling is based;

c. to conform with a modification of Chapter Two (National Treatment and Market Access for Goods), Chapter Three (Rules of Origin), this Chapter or any Uniform Regulations; or

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

8. Each Party shall provide that a modification or revocation of an advance ruling is effective on the date on which the modification or revocation is issued, or on a later date specified in that modification or revocation, and is not applied to importations of a good that have occurred prior to that date, unless the person to whom the advance ruling was issued has not acted in accordance with its terms and conditions.

9. Notwithstanding paragraph 8, the issuing Party shall postpone the effective date of that modification or revocation for no more than 90 days where the person to whom the advance ruling was issued demonstrates that it has relied in good faith to its detriment on that ruling.

10. Subject to paragraph 7, each Party shall provide that an advance ruling remains in effect and is honoured.

b. 如果基于裁决的实质性事实或情况发生变更；c. 为了与《第二章（货物国民待遇和市场准入）》、《第三章（原产地规则）》、本章或任何统一法规的修改相一致；或 d. 为了与司法裁决或其国内法的变更相一致。

8. 每一方应当规定，提前裁决的修改或撤销自其发行之日起生效，或在修改或撤销中指定的较晚日期生效，并且不适用于在该日期之前发生的货物的进口，除非收到提前裁决的个人未按照其条款和条件行事。

9. 不论第8段的规定如何，发行方在收到提前裁决的个人表明其已善意依赖该裁决并因此遭受损害的情况下，应当将该修改或撤销的生效日期推迟不超过90天。

10. 除非遵守第7段的规定，每一方应当规定，提前裁决应继续有效并被遵守。

Section IV – Review and appeal of determinationsand advance rulings

第IV节 – 原产地确定和提前裁决的审查和申诉

Article 4.11: Review and appeal

第4.11条：审查和申诉

1. Each Party shall grant substantially the same rights of review and appeal of determinations of origin and advance rulings issued by its customs administration as it provides to an importer in its territory, to a person who:

a. completes and signs a Certificate of Origin for a good that has been the subject of a determination of origin; or

b. has received an advance ruling under Article 4.10(1).

2. Further to Articles 20.04 (Transparency – Administrative Proceedings) and 20.05 (Transparency – Review and Appeal), each Party shall provide that the rights of review and appeal referred to in paragraph 1 includes access to:

a. at least one level of administrative review independent of the official or office responsible for the determination under review; and

b. judicial or quasi-judicial review of the determination or decision taken at the final level of administrative review.

1. 每一方应当向其领土内的进口商以及在其实质性相同的情况下向收到其海关当局发布的原产地确定和提前裁决的个人授予审查和申诉的权利，该个人：

a. 为已作出原产地认定的商品完成并签署原产地证书；或 b. 已根据第4.10(1)条获得预先裁定。

2. 根据第20.04条（透明度——行政程序）和第20.05条（透明度——审查和上诉），每一方应规定，第1段所述的审查和上诉权包括准入：

a. 至少一个独立于负责审查决定的官方或机构的行政审查级别；以及 b. 对最终行政审查级别作出的决定或裁决的司法或准司法审查。

Section V – Uniform regulations

Article 4.12: Uniform regulations

1. The Parties may establish and implement, through their respective domestic law or administrative policy, by the date of entry into force of this Agreement, Uniform Regulations regarding the interpretation, application and administration of this Chapter.

2. Each Party shall implement a modification of or addition to the Uniform Regulations within aperiodthat the Parties may decide.

Section VI – Cooperation

Article 4.13: Cooperation

1. The Parties shall cooperate, to the extent practicable, in jointly organizing training programs on customs-related issues, such as simulated audit environment exercises, for the officials and users who participate directly in customs procedures.

2. With respect to goods considered originating in accordance with Article 3.05 (Rules of Origin – Accumulation), the Parties may cooperate with a non-Party in developing customs procedures based on the principles of this Chapter.

Article 4.14: Customs procedures sub-committee

1. The Parties hereby establish a Customs Procedures Sub-Committee comprising representatives of each Party. The Sub-Committee shall meet periodicallyat the request of a Party, and shall:

   a. endeavour to decide on:

      i. the uniform interpretation, application and administration of Articles 2.05 (National Treatment and Market Access for Goods – Temporary Admission of Goods), 2.06 (National Treatment and Market Access for Goods – Duty-Free Entry of Certain Commercial Samples and Printed Advertisi ng Materials), and 2.07 (National Treatment and Market Access for Goods – Goods Re-Entered after Repair or Alteration), of Chapter Three (Rules of Origin), this Chapter and any Uniform Regulations,

      ii. tariff classification and valuation matters relating to determinations of origin,

第V节 – 统一法规

第4.12条：统一法规

1. 缔约方可以通过其各自国内法建立和实施，或
   行政政策，在本协定生效日期前，关于本章解释、适用和管理的统一法规。

2. 每一方应在缔约方决定的期限内实施对统一法规的修改或补充。

第VI节 – 合作

第4.13条：合作

1. 缔约方应在实际可行的范围内，联合举办关于海关相关事宜的培训项目，例如模拟审计环境演练，为直接参与海关程序的海关官员和用户提供培训。

2. 关于根据第3.05条（原产地规则——累积）被视为原产地的货物，缔约方可以与非方合作，根据本章的原则制定海关程序。

第4.14条：海关程序分委员会

1. 缔约方兹设立一个由每一方代表组成的海关程序分委员会。该分委员会应根据一方的请求定期开会，并应：

   a. 努力决定：

      i. 对第三章（原产地规则）中第2.05条（国民待遇和市场准入——临时进口货物）、2.06条（国民待遇和市场准入——某些商业样品和印刷广告材料的免税入境）和2.07条（国民待遇和市场准入——修理或改装后重新入境的货物）以及本章和任何统一法规的统一解释、适用和管理，ii. 与原产地确定相关的关税分类和估价事项，

iii. equivalent procedures and criteria for the request, approval, modification, revocation and implementation of advance rulings,

iv. revision of the Certificate of Origin,

v. any other matter referred to it by a Party or the Committee on Trade in Goods and Rules of Origin established under Article 2.19 (National Treatment and Market Access for Goods – Consultations and Committee on Trade in Goods and Rules of Origin), and

vi. any other customs-related matter arising under this Agreement;

b. consider:

i. the harmonization of customs-related automation requirements and documentation, and

ii. proposed customs-related administrative or operational changes that may affect the flow of trade between the Parties' territories;

c. report periodically to the Committee on Trade in Goods and Rules of Origin and notify it of any agreement reached under this paragraph; and

d. refer to the Committee on Trade in Goods and Rules of Origin any matter on which it has been unable to reach a decision within 60 days of referral of the matter to it, under paragraph (a)(v).

2. Nothing in this Chapter prevents a Party from issuing a determination of origin or an advance ruling relating to a matter under consideration by the Customs Procedures Sub-Committee or the Committee on Trade in Goods and Rules of Origin or from taking other action that it considers necessary, pending a resolution of the matter under this Agreement.

Text of the Canada–Panama Free trade agreement – Chapter five: Trade facilitation

Article 5.01: Objectives and principles

1. With the objectives of facilitating trade under this Agreement and of cooperating to pursue trade facilitation initiatives on a multilateral basis, each Party shall administer its import and export procedures and measures for goods traded under this Agreement on the basis that, to the extent possible:

a. procedures be efficient to reduce costs for importers and exporters and simplified where appropriate to achieve such efficiency;

b. procedures be based on international trade instruments or international standards agreed upon by the Parties;

iii. 提前裁决的申请、批准、修改、撤销和实施方面的等效程序和标准，iv. 原产地证的修订，v. 一方或根据第2.19条（国民待遇和市场准入——磋商和货物贸易及原产地规则委员会）建立的货物贸易和原产地规则委员会 referred to it 的任何其他事项，以及 vi. 根据本协定产生的任何其他海关相关事项；

b. 考虑：

i. 海关相关自动化要求和文件的一致化，以及 ii. 拟议的海关相关行政或操作变更，这些变更可能影响缔约方领土之间的贸易流动；

c. 定期向货物贸易和原产地规则委员会报告，并通知其根据本段达成的任何协议；以及 d. 将在第（a）（v）段中转交事项后 60 日内未能作出决定的事项，转交至货物贸易和原产地规则委员会。

2. 本章的任何规定均不妨碍一方就海关程序分委员会或货物贸易和原产地规则委员会正在审议的事项发布原产地认定或预先裁定，或采取其认为必要的其他行动，直至本协议下事项得到解决。

加拿大-巴拿马自由贸易协定文本 – 第五章：贸易便利化

第 5.0 1 条：目标和原则

1. 根据本协议促进贸易以及合作在多边基础上推进贸易便利化目标，每一方应根据尽可能的原则，管理根据本协议交易的货物进出口程序和措施：

a. 程序应高效以降低进口商和出口商的成本，并在适当情况下简化以实现这种效率；
b. 程序应基于缔约方同意的国际贸易工具或国际标准；

c. entry procedures be transparent to ensure predictability for importers and exporters;

d. measures to facilitate trade also support mechanisms to protect persons through effective enforcement of and compliance with national requirements;

e. those procedures and the personnel involved in them comply with international standards of integrity;

f. the development of significant modifications to procedures of a Party include, in advance of implementation, consultations with the representatives of the trading community of that Party; and

g. procedures be based on risk management principles to focus compliance efforts on transactions that merit attention.

2. The Parties shall encourage cooperation, technical assistance and the exchange of information, including information on best practices, for the purpose of promoting the application of and compliance with the trade facilitation measures agreed upon under this Agreement and those agreed upon by the Parties under the auspices of the World Customs Organization or the World Trade Organization.

c. 入境程序应透明以确保进口商和出口商的可预测性； d. 促进贸易的措施还支持保护个人机制的机制，通过有效执行和遵守国家要求； e. 这些程序及其涉及的人员应符合国际诚信标准； f. 对一方程序的重大修改的开发，在实施前包括与该方贸易界代表的磋商；以及 g. 程序应基于风险管理原则，以将合规工作集中于值得关注的交易。

2. 缔约方应当鼓励合作、技术援助和信息交换，包括最佳实践方面的信息，以促进应用和遵守本协议下商定的贸易便利化措施以及缔约方在世界海关组织或世界贸易组织主持下商定的贸易便利化措施。

Article 5.02: Rights and obligations

第5.02条：权利和义务

1. The Parties affirm their rights and obligations under Article VIII (Fees and Formalities Connected with Importation and Exportation) and Article X (Publication and Administration of Trade Regulations) of the GATT 1994.

1. 缔约方确认其根据1994年关税及贸易总协定第八条（与进口和出口相关的费用和手续）和第十条（贸易法规的公布和管理）所享有的权利和义务。

2. A Party shall promptly release an unrestricted, uncontrolled or non-regulated good. Subject to paragraph 3, each Party shall provide the option of releasing that good either:

a. at the time of its presentation to the customs administration of the importing Party based on the submission of only the information required before the good arrives or at the time of arrival; for greater certainty, a Party, through its customs administration, may require the submission of more extensive information through post-entry accounting and verifications, as appropriate; or

b. before or at the time of arrival of the good, based on the submission of all the information necessary to obtain a final accounting of the good.

2. 一方应当及时释放无限制、不受管制或非监管商品。根据第3段，每一方应当提供释放该商品的选择，要么：

a. 在其向进口方海关当局提交时，仅基于商品到达前或到达时所需的信息提交；为明确起见，一方可通过其海关当局，根据需要，要求通过进口后会计和核查提交更广泛的信息；或 b. 在商品到达前或到达时，基于提交所有必要信息以获得该商品最终账目的提交。

3. The Parties recognize that, for certain goods, under certain circumstances, such as goods subject to a quota or to health-related or public safety requirements, a Party may require before releasing the goods the submission of more extensive information, before or at the time of arrival of the goods, to allow the competent authorities to examine the goods for release.

3 . 缔约方承认，对于某些货物，在特定情况下，例如属于配额管理的货物或需要满足与健康相关的或公共安全要求的货物，一方在放行货物之前或货物抵达时，可能要求提交更广泛的信息，以便主管当局检验货物以准予放行。

4. Each Party shall facilitate and simplify its procedures for the release of low-risk goods, and shall improve procedures on the release of high-risk goods. For these purposes, each Party shall base its examination and release procedures and its post-entry verification

4. 每一方应当促进和简化其低风险商品的放行程序，并改进高风险商品的放行程序。为此目的，每一方应当将其检验和放行程序以及其入境后核查程序基于风险管理原则，而不是以全面的方式检验所有拟入境的运输，以符合所有进口要求。本段中的任何内容均不得阻止一方开展质量控制合规审查，这可能需要更广泛的检验。

procedures on risk management principles, rather than examining every shipment offered for entry in a comprehensive manner for compliance with all import requirements. Nothing in this paragraph prevents a Party from conducting quality control and compliance reviews, which may require more extensive examinations.

程序基于风险管理原则，而不是以全面的方式检验所有拟入境的运输，以符合所有进口要求。本段中的任何内容均不得阻止一方开展质量控制合规审查，这可能需要更广泛的检验。

5. Each Party shall ensure that the procedures of its competent authorities, whose requirements on the import or export of goods are maintained either by themselves or on their behalf by the Party's customs administration, are coordinated to facilitate trade. To this end, each Party shall take steps to harmonize the data requirements of its competent authorities, with the objective of allowing importers and exporters to present all required data to only one competent authority.

5. 每一方应确保其主管当局的程序协调一致，以促进贸易。为此，每一方应采取措施，协调其主管当局的数据要求，目标是允许进口商和出口商只需向一个主管当局提交所有所需数据。

6. In its procedures for the clearance of express consignments, each Party shall apply, to the extent possible, the World Customs Organization's *Guidelines for the Immediate Release of Consignments by Customs*.

6. 在其快速清关程序中，每一方应尽可能适用世界海关组织《海关快速放行快件指南》。

7. In accordance with its domestic law, each Party shall adopt or maintain simplified clearance procedures for the entry of a good that is low in value if the importing Party considers that the revenue associated with the import of that good is not significant.

7. 根据其国内法，如果进口方认为某商品的进口相关收入不重要，每一方应采用或维持针对低价值商品的简化清关程序。

8. The Parties shall endeavour to achieve common procedures and to simplify the information necessary for the release of goods, applying, when appropriate, existing international standards. With this objective, each Party shall set up a system for the electronic exchange of information between competent authorities and importers, exporters, their agents or their representatives, for the purpose of encouraging rapid release procedures. For the purpose of this Article, and without precluding the use of additional electronic data transmission standards, each Party shall, to the extent possible:

8. 缔约方应努力实现共同程序，简化货物放行所需信息，并在适当情况下应用现有的国际标准。为此，每一方应建立主管当局与进口商、出口商、其代理人或其代表之间的电子信息交换系统，以鼓励快速放行程序。根据本条，在不排除使用补充电子信息传输标准的前提下，每一方应尽可能：

a. use formats based on international standards for the electronic exchange of information; and

b. take into account the World Customs Organization's Recommendations "Concerning the Use of UN/ EDIFACT Rules for Electronic Data Interchange" and "Concerning the Use of Codes for the Representation of Data Elements".

a. 以基于国际标准的信息电子交换格式；以及 b. 考虑世界海关组织建议的"关于使用联合国/电子数据交换UN/EDIFACT规则的说明"和"关于使用数据元素表示代码的说明"。

9. Each Party shall establish means of consultation with its trade and business communities to promote greater cooperation and the exchange of electronic information.

9. 每一方应建立与贸易和商业界磋商的机制，以促进更大程度的合作和电子信息交换。

10. Subject to Chapter Four (Customs Procedures), a Party, prior to importation, shall upon request issue a written ruling pertaining to tariff classification, applicable rate of customs duty or any other tax applicable upon importation except a surtax or surcharge. That request may be made in writing by:

10. 依据第四章（海关程序），在进口前，一方应根据请求，就关税分类、适用的关税税率或除附加税或附加费以外的任何进口税，出具书面裁决。该请求应以书面形式提出：

a. an importer in the Party's territory;

b. an exporter or producer in the territory of the other Party; or

c. a representative of a person in subparagraph (a) or (b).

a. 该方领土内的进口商；b. 另一方领土内的出口商或生产商；或 c. a. 或 b. 中所述个人的代表。

11. Each Party shall adopt or maintain procedures for the issuance of rulings referred to in paragraph 10. A Party may, at any time, modify or revoke a ruling:

a. without retroactive application after notification to the person that requested the ruling; or

b. with retroactive application and without notification if inaccurate or false information was provided.

12. When a Party determines that a request for a ruling is incomplete, it may request additional information, including, if appropriate, a sample of the goods or materials in question from the person requesting the ruling. A Party shall issue a ruling within 120 days of receiving all the information it considers necessary to issue the ruling. A ruling shall be binding upon the competent authority that issued the ruling at the time the good is actually imported provided that the facts and circumstances that were the basis for the issuance of the ruling remain in effect.

13. Each Party shall ensure that :

a. an administrative action or official decision taken in respect of the import or export of a good is reviewable promptly by a judicial, arbitral or administrative tribunal or through administrative procedures;

b. the administrative tribunal or administrative procedures referred to in subparagraph (a) are:

i. available before a person is required to seek redress before a judicial or arbitral tribunal, and

ii. independent of the official or, where applicable, the office responsible for the original action or decision; and

c. the tribunal or official acting under the administrative procedures referred to in subparagraph (a) is independent of the official or office issuing the decision and has the competence to maintain, modify or reverse the determination, in accordance with the domestic law of that Party.

14. Further to Article 20.02 (Transparency – Publication), each Party shall promptly publish or otherwise make available, including through electronic means, all its legislation, regulations, judicial decisions and administrative rulings or policies of general application relating to its requirements for imported or exported goods. Each Party shall also make available notices of an administrative nature, such as general agency requirements and entry procedures, hours of operation and contact for information enquiries.

15. Each Party shall, in accordance with its domestic law, treat as strictly confidential all business information obtained pursuant to this Chapter that is by its nature confidential or that is provided on a confidential basis.

11. 每一方应当采用或维持第10段所述裁决的发布程序。一方可以随时修改或撤销裁决：

a. 在通知请求裁决的个人后，不适用追溯适用；或 b. 如提供不准确或虚假信息，则无需通知即可适用追溯适用。

12. 当一方确定请求裁决不完整时，它可以请求补充信息，包括，如适当，从请求裁决的个人处获取所涉货物或材料的样品。一方应在收到其认为发布裁决所需的所有信息之日起12日内发布裁决。裁决应在对货物实际进口时发布的主管当局具有约束力，前提是发布裁决的事实和情况仍然有效。

13. 每一方应确保：

a. 针对货物进出口采取的行政行为或官方决定可由司法、仲裁或行政法庭及时审查，或通过行政程序审查；b. 第(a)分项条款中提到的行政法庭或行政程序应：i. 在个人在司法或仲裁法庭寻求救济之前即可获得，ii. 独立于负责最初行为或决定的官方或，如适用，机构；以及 c。

仲裁庭或根据第 (a) 分项条款所述的行政程序下采取行动的官方是独立的，独立于作出决定的官方或机构，并有权根据该一方国内法维持、修改或撤销决定。

14. 根据第 20.02 条（透明度——发布），每一方应及时公布或以其他方式提供其关于进口或出口商品要求的所有立法、法规、司法判决和一般适用的行政裁决或政策，包括通过电子方式。每一方还应以一般代理要求、入关程序、营业时间和信息查询联系方式等行政性质的通知为准。

15. 每一方应根据其国内法，将其在本章项下获得的、其性质为机密的或以机密方式提供的所有商业信息视为严格机密。

Article 5.03: Cooperation

1. The Parties recognize that technical cooperation is fundamental to facilitating compliance with the obligations set forth in this Agreement and for reaching a better degree of trade facilitation.

2. The Parties agree to develop a technical cooperation program on customs-related matters on the basis of mutually decided terms relating to issues such as the scope, timing and cost of cooperative measures. Customs-related matters includes, among other matters:

   a. training;
   b. risk assessment;
   c. prevention and detection of contraband and illegal activities;
   d. implementation of the Customs Valuation Agreement;
   e. audit and verification frameworks;
   f. customs laboratories; and
   g. implementation of the World Customs Organization's Framework of Standards to Secure and Facilitate Global Trade, Pillar 1, Customs-to-Customs level.

3. The Parties shall cooperate:

   a. in the enforcement of their respective customs-related laws or regulations implementing this Agreement;
   b. to the extent practicable and for purposes of facilitating the flow of trade between them, in such customs-related matters as the collection and exchange of statistics regarding the importation and exportation of goods, the harmonization of documentation used in trade and the standardization of data elements; and
   c. to the extent practicable, to exchange information to assist each other in the tariff classification of imported and exported goods.

Article 5.04: Future work program

1. With the objective of developing further steps to facilitate trade under this Agreement, the Parties establish the following work program:

   a. to develop the Cooperation Program referred to in Article 5.03 for the purpose of facilitating compliance with the obligations set forth in this Agreement; and
   b. as appropriate, to identify and submit for the consideration of the Commission new measures aimed at facilitating trade between the Parties, taking as a basis

第5.03条：合作

1. 缔约方承认，技术合作为履行本协议所规定的义务和实现更高水平的贸易便利化奠定了基础。

2. 缔约方同意在相互商定的合作措施范围、时间及成本等问题的条款基础上，就海关相关事项制定一项技术合作计划。海关相关事项包括但不限于：

   a. 培训；b. 风险评估；c. 违禁品和非法活动的预防与检测；d. 海关估价协定的实施；e. 审计和验证框架；f. 海关实验室；以及g. 实施世界海关组织《保障和促进全球贸易标准框架第一支柱海关间级别》。

3. 缔约方应合作：

   a. 执行各自实施本协议的海关相关法律法规；b. 在可行范围内，为促进双方之间的贸易流动，就海关相关事项进行合作，如进出口货物统计的收集和交换、贸易中使用的文件协调以及数据元素标准化；以及c. 在可行范围内，交换信息以协助对方对进出口货物进行关税分类。

文章 5.04：未来工作计划

1. 为进一步促进根据本协议进行的贸易，缔约方建立以下工作计划：

   a. 为了促进遵守本协议所规定的义务，开发第5.03条中提到的合作计划；以及 b. 在适当的情况下，确定并向委员会提交旨在促进缔约方之间贸易的新措施，以第5.01条中规定的目标和原则为基础，包括但不限于：

the objectives and principles set forth in Article 5.01, including, among other things:

i. common processes,
ii. general measures to facilitate trade,
iii. official controls,
iv. transportation,
v. the promotion and use of standards,
vi. the use of automated systems and Electronic Data Interchange (EDI),
vii. the availability of information,
viii. customs and other official procedures concerning the means of transportation and transportation equipment, including containers,
ix. official requirements for imported goods,
x. simplification of the information necessary for the release of goods,
xi. customs clearance of exports,
xii. transshipment of goods,
xiii. goods in international transit,
xiv. commercial practices, and
xv. payment procedures.

2. The Parties may periodically review the work program referred to in paragraph 1 to decide on new cooperation actions and new measures that might be needed to promote application of the trade facilitation obligations and principles.

3. The Parties shall review relevant international initiatives on trade facilitation, including the Compendium of Trade Facilitation Recommendations, developed by the United Nations Conference on Trade and Development and the United Nations Economic Commission for Europe, to identify areas where further joint action would facilitate trade between the Parties and promote shared multilateral objectives.

Text of the Canada–Panama Free trade agreement – Chapter six: Sanitary and phytosanitary measures

Article 6.01: Relation to other agreements

The SPS Agreement governs the rights and obligations of the Parties in respect of a sanitary or phytosanitary measure that may, directly or indirectly, affect trade between the Parties. The objective of this

第5.01条中规定的目标和原则，包括但不限于：

i. 共同程序，ii. 促进贸易的一般措施，iii. 官方控制，iv. 运输，v. 标准的推广和使用，vi. 自动化系统的使用和电子数据交换（EDI），vii. 信息的可用性，viii. 与运输方式和运输设备（包括集装箱）相关的海关和其他官方程序，ix. 进口货物的官方要求，x. 简化货物放行所需的信息，xi. 出口清关，xii. 货物转运，xiii. 国际转运货物，xiv. 商业惯例，以及xv. 支付程序。

2. 缔约方可以定期审查第1段所述的工作计划，以决定可能需要采取的新合作行动和新措施，以促进贸易便利化义务和原则的应用。

3. 缔约方应审查与贸易便利化相关的国际倡议，包括由联合国贸易和发展会议以及联合国欧洲经济委员会制定的《贸易便利化建议汇编》，以确定进一步采取联合行动将促进缔约方之间的贸易并促进共同的多边目标。

加拿大-巴拿马自由贸易协定文本 – 章节6：卫生与植物卫生措施

文章6. 01：与其他协定的关系

SPS协定规范缔约方在卫生或植物卫生措施方面的权利和义务，该措施可能直接或间接影响缔约方之间的贸易。本章的目的是促进缔约方实施SPS协定。

Chapter is to enhance the Parties' implementation of the SPS Agreement.

本章旨在增强缔约方实施SPS协定的能力。

Article 6.02: SPS issue avoidance and resolution

第6.0.2条：SPS问题避免与解决

1. The Parties agree to work expeditiously to resolve a specific sanitary or phytosanitary trade -related issue. To that end, the Parties commit to undertake the necessary technical discussions, including an assessment of the scientific basis of the measures at issue.

1. 缔约方同意迅速解决特定的卫生或植物卫生贸易相关问题。为此，缔约方承诺进行必要的技术讨论，包括对相关措施的评估。

2. At the request of either Party, the Parties shall meet in a timely manner to resolve a specific sanitary or phytosanitary trade -related matter. Unless the Parties decide otherwise, they shall meet within 45 days of the request, and if travel is required the Party requesting the meeting shall travel to the territory of the other Party.

2. 应任何一方的要求，缔约方应及时会晤以解决特定的卫生或植物卫生贸易相关事项。除非缔约方决定其他方式，否则应在请求之日起45日内会晤，如需旅行，则请求会晤的一方应前往另一方领土。

Article 6.03: SPS coordinators

第6.0.3条：SPS协调员

1. Each Party shall designate a SPS Coordinator to facilitate communication on sanitary or phytosanitary trade -related matters and shall notify the other Party of its SPS Coordinator through the Coordinators.

1. 每一方应指定一名SPS协调员，以促进就卫生或植物卫生贸易相关事项的沟通，并通过协调员通知另一方其SPS协调员。

2. *The functions of the SPS Coordinators include:*

a. *communications relating to sanitary and phytosanitary issue avoidance and resolution, including consultations related to the development and application of a sanitary or phytosanitary measure that affects or may affect trade between the Parties;*

b. *consultation, as required, in coordination with the Contact Points established under Chapter Nineteen (Trade -Related Cooperation), on technical and institutional co -operation activities to resolve a specific issue related to a sanitary or phytosanitary measure that affects or may affect trade between the Parties;*

c. *the promotion of enhanced transparency of sanitary and phytosanitary measures; and*

d. *the promotion, as desirable, of bilateral consultations on a sanitary or phytosanitary issue under discussion in a multilateral or international forum such as the WTO Committee on Sanitary and Phytosanitary Measures, the Committees of the Codex Alimentarius Commission, the International Plant Protection Convention (IPPC), the World Organisation for Animal Health (OIE), or other*

2. SPS协调员的职能包括：

a. 与卫生和植物卫生问题避免和解决的通讯，包括与影响或可能影响缔约方之间贸易的卫生或植物卫生措施的发展和应用的磋商；

b. 根据第十九章（贸易相关合作）建立的联系点协调下，如需进行磋商，就影响或可能影响缔约方之间贸易的特定卫生或植物卫生措施相关技术及机构合作活动进行磋商；

c. 促进卫生与植物卫生措施的增强透明度；以及

d. 促进在诸如世界贸易组织卫生与植物卫生措施委员会、食品法典委员会委员会、国际植物保护公约（IPPC）、世界动物卫生组织（OIE）或其他

international and regional fora on food safety, human, animal and plant health.

国际和区域食品安全、人类健康、动物健康和植物健康论坛。

3. In order to facilitate the resolution of a sanitary or phytosanitary trade -related issue or to facilitate the fulfillment of the functions of the SPS Coordinators, the Parties may convene an ad hoc technical working group comprising officials from governmental institutions with responsibility for sanitary and phytosanitary measures on that issue.

3. 为促进卫生或植物卫生贸易相关问题的解决，或为促进SPS协调员的职能履行，缔约方可以召集一个由负责相关问题的卫生与植物卫生措施的政府机构官员组成的临时技术工作组。

4. The Parties agree to carry out their work under this Chapter, to the extent possible, through the use of any technological means available, for example via teleconference or videoconference, and opportunities that may arise at international fora.

4. 缔约方同意在本章范围内，尽可能通过任何可用的技术手段开展其工作，例如通过电话会议或视频会议，以及在国际论坛上出现的机遇。

5. In the event that the Parties are unable to resolve an issue expeditiously under this Chapter, the SPS Coordinators, upon request of a Party, shall report promptly to the Commission on the matter, in accordance with Article 21.01(2) (Administration of the Agreement – Joint Commission).

5. 如果缔约方在本章项下无法及时解决一个问题，根据第21.01(2)条（协定管理——联合委员会），应一方的要求，SPS协调员应及时向联合委员会报告该事项。

Text of the Canada–Panama Free trade agreement – Chapter seven: Technical barriers to trade

加拿大-巴拿马自由贸易协定文本 – 章节 七：技术性贸易壁垒

Article 7.01: Definitions

For purposes of this Chapter:

TBT Agreement means the WTO *Agreement on Technical Barriers to Trade*; and

TBT Committee means the WTO Committee on Technical Barriers to Trade.

Article 7.02: WTO Agreement on technical barriers to trade

The Parties affirm with respect to each other their existing rights and obligations under the TBT Agreement.

Article 7.03: Scope

1. This Chapter applies to the preparation, adoption and application of standards, technical regulations and conformity assessment procedures of national governmental bodies that may affect the trade in goods between the Parties.

2. This Chapter does not apply to:

   a. a purchasing specification prepared by a governmental body for production or consumption requirements of a governmental body; or

   b. a sanitary or phytosanitary measure as defined in Annex A of the SPS Agreement.

Article 7.04: Joint cooperation

1. The Parties shall strengthen their joint cooperation in the areas of standards, technical regulations, accreditation, conformity assessment procedures and metrology in order to facilitate trade between the Parties.

2. Further to paragraph 1, the Parties shall seek to identify, develop and promote bilateral initiatives regarding standards, technical regulations, accreditation, conformity assessment procedures and metrology that are appropriate for particular issues or sectors. Such initiatives may include:

   a. regulatory or technical cooperation programs directed at reaching effective and full compliance with the obligations of this Chapter and the TBT Agreement;

   b. initiatives to develop common views on good regulatory practices, such as transparency and the use of equivalency and regulatory impact assessment; and

文章 7.01：定义

本章的目的：

TBT协定 是指世界贸易组织世界贸易组织技术性贸易壁垒协定；并且**技术性贸易壁垒委员会** 是指世界贸易组织技术性贸易壁垒委员会。

Article 7.02: 世界贸易组织技术性贸易壁垒协定 to trade

缔约方相互确认在TBT协定项下的有效权利和义务。

文章 7.03：范围

1. 本章适用于缔约方之间可能影响货物贸易的国家政府机构制定、采纳和应用标准、技术法规和合格评定程序。

2. 本章不适用于：

   a. 政府机构为生产或消费要求制定的采购规格；或 b. SPS协定附件A中定义的卫生或植物卫生措施。

第7.04条：联合合作

1. 缔约方应加强在标准、技术法规、认证、合格评定程序和计量学领域的联合合作，以促进缔约方之间的贸易。

2. 根据第1段，缔约方应努力确定、发展和推广适用于特定问题或部门的标准、技术法规、认证、合格评定程序和计量学的双边倡议。此类倡议可包括：

   a. 旨在达到有效和全面遵守本章和TBT协定的义务的监管或技术合作计划；b. 制定关于良好监管实践（如透明度以及等性和监管影响评估的使用）的共同观点的倡议；以及

c. cthe use of mechanisms to facilitate the acceptance of the results of conformity assessment procedures conducted in the other Party's territory.

3. A Party shall give positive consideration to a reasonable sector-specific proposal made by the other Party for further cooperation under this Chapter.

c. 使用机制以促进在另一方领土上进行的合格评定程序的结果的接受。

3. 一方应当对另一方根据本章提出的合理的部门特定合作提议给予积极考虑。

Article 7.05: International standards

1. The Parties shall use relevant international standards, guides and recommendations as a basis for their technical regulations and conformity assessment procedures in accordance with Articles 2.4 and 5.4 of the TBT Agreement.

2. In determining whether an international standard, guide or recommendation exists within the meaning of Articles 2 or 5 or Annex 3 of the TBT Agreement, each Party shall consider the principles set out : in the *Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade since 1 January 1995*, G/TBT/1/ Rev.9, 8 September 2008, Annex B, or a successor document, issued by the TBT Committee.

第7.05条：国际标准

1. 缔约方应根据TBT协定第2.4条和第5.4条的规定，将其技术法规和合格评定程序以相关的国际标准、指南和建议为基础。

2. 在确定是否存在TBT协定第2条或第5条或附件3中所称的国际标准、指南或建议时，每一方应当考虑世界贸易组织技术性贸易壁垒委员会自*1995*年*1*月*1*日以来通过的决定和建议，G/TBT/1/ Rev.9，2008年9月8日，附件B，或技术性贸易壁垒委员会发布的后续文件。

Article 7.06: Transparency

1. The obligations in this Article supplement those set out in Chapter Twenty (Transparency). In the event of an inconsistency between this Article and the obligations in Chapter Twenty, this Article prevails.

2. Each Party shall ensure that transparency procedures for the development of technical regulations and conformity assessment procedures allow an interested person to participate at an early appropriate stage, when amendments can still be introduced and comments taken into account, except where urgent problems of safety, health, environmental protection or national security arise or threaten to arise. Where a consultation process for the development of technical regulations and conformity assessment procedures is open to the public, each Party shall permit a person of the other Party to participate on terms no less favourable than those accorded to its own persons.

3. Each Party shall recommend to standardization bodies in its territory that they observe paragraph 2 with respect to their consultation processes for the development of a standard or voluntary conformity assessment procedure.

4. Each Party shall allow a period of at least 60 days following its notification to the WTO's Central Registry of Notifications of proposed technical regulations and conformity assessment procedures for the public and the other Party to provide written comments, except where urgent problems arise, or threaten to arise, regarding safety, health, environmental protection or national security.

第7.06条：透明度

1. 本条的义务补充了在第二十章（透明度）中规定的义务。如果本条与第二十章中的义务之间存在不一致，则本条优先适用。

2 . 每一方应确保技术法规和合格评定程序的开发透明度程序允许相关个人在早期适当阶段参与，以便在可以引入修正并考虑意见时参与，除非出现紧急的安全、健康、环境保护或国家安全问题或威胁。在技术法规和合格评定程序的开发磋商程序向公众开放的情况下，每一方应允许另一方个人根据其给予自身个人的条件参与。

3 . 每一方应建议其领土内的标准化机构遵守第2段，关于其制定标准或自愿合格评定程序的开发磋商程序。

4 . 每一方应当允许在向世界贸易组织（WTO）通知拟议的技术法规和合格评定程序的中央登记册后，给予公众和另一方至少60天的期限，以便提供书面意见，除非出现紧急问题，或威胁要出现紧急问题，涉及安全、健康、环境保护或国家安全。

5. Each Party, at the request of the other Party, shall provide information regarding the objectives of, and rationale for, a technical regulation or conformity assessment procedure that the Party has adopted or is proposing to adopt.

6. Where a Party does not accept a technical regulation of the other Party as equivalent to its own, it shall explain its decision at the request of the other Party. The Parties recognize that it may be necessary to develop common views, methods and procedures to facilitate the use of equivalency.

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

8. The Parties shall ensure that all adopted technical regulations and conformity assessment procedures are available on official websites that are publicly available without charge.

9. If a Party detains a good imported from the territory of the other Party at a port of entry on the basis that the good may not comply with a technical regulation, it shall immediately notify the importer of the reasons for the detention of the good.

5. 每一方在另一方的要求下，应当提供有关其已采纳或拟采纳的技术法规或合格评定程序的目标和理由的信息。6 . 当一方不接受另一方的技术法规与其自身的等同性时，应当根据另一方的请求解释其决定。缔约方认识到，可能需要制定共同观点、方法和程序，以促进等同等的使用。7 . 当一方不接受在另一方领土上进行的合格评定程序的结果时，应当根据另一方的请求解释其决定的原因。8. 缔约方应当确保所有已采纳的技术法规和合格评定程序均可在公开且不收费的官方网站上获得。9 . 如果一方以商品可能不符合技术法规为由，在入境港扣留从另一方领土进口的商品，应当立即通知进口商商品被扣留的原因。

Article 7.07: Contact points

1. The Contact Points designated in Annex 7.07 are responsible for communications related to matters arising under this Chapter. Those communications include:

   a. the implementation and administration of this Chapter;
   b. issues related to the development, adoption or application of standards, technical regulations or conformity assessment procedures under this Chapter or the TBT Agreement;
   c. the exchange of information on standards, technical regulations or conformity assessment procedures; and
   d. joint cooperation by the Parties, pursuant to Article 7.04.

2. A Contact Point is responsible for ensuring communication with the relevant institutions and persons in its territory as necessary to carry out its function. The Contact Points may communicate by electronic mail, video-conferencing or other means on which the Parties decide.

第7.07条：联系点

1. 附件7.07中指定的联系点负责根据本章产生的事项进行通讯。这些通讯包括：

   a. 本章的实施和管理；b. 与本章或TBT协定下标准的制定、采纳或应用、技术法规或合格评定程序相关的问题；c. 关于标准、技术法规或合格评定程序的信息交换；以及d. 根据第7.04条进行的缔约方联合合作。

2. 联系点负责确保与其领土内的相关机构和人员就其职能的履行进行必要的通讯。联系点可以通过缔约方决定的方式（如电子邮件、视频会议或其他方式）进行通讯。

Annex 7.07: Contact points

The Contact Points are:

1. in the case of Canada, the Department of Foreign Affairs and International Trade, or its successor; and

附件7.07：联系点

联系点是：

1. 在加拿大的情况下，外交与国际贸易部，或其继任者；和

2. in the case of Panama, the Ministry of Trade and Industry, or its successor.

Text of the Canada–Panama Free trade agreement – Chapter eight: Emergency action

Article 8.01: Definitions

For purposes of this Chapter:

Agreement on Safeguards means the WTO Agreement on Safeguards;

competent investigating authority means:

a. in the case of Canada, the Canadian International Trade Tribunal, or its successor notified to the other Party through diplomatic channels; and

b. in the case of Panama, the Directorate -General of Trade Defence, or its successor notified to the other Party through diplomatic channels;

domestic industry means, with respect to an imported good, the producers as a whole of the like or directly competitive good operating in the territory of a Party or those whose collective production of the like or directly competitive good constitutes a major proportion of the total domestic production of such good;

2. 在巴拿马的情况下，贸易和工业部，或其继任者。

加拿大-巴拿马自由贸易协定文本 – 第八章：紧急措施

第8.01条：定义

本章的目的：

保障协定 是指世界贸易组织保障措施协定；**有权的调查机构** 是指：

a. 在加拿大的情况下，加拿大国际贸易法庭，或其继任者通过外交渠道通知另一方；和

b. 在巴拿马的情况下，贸易防御总署，或其继任者通过外交渠道通知另一方；

国内产业是指，对于进口货物，同类或直接竞争产品的整体生产者，其在一方领土上经营，或者其同类或直接竞争产品的集体生产构成该货物国内总生产的主要部分；

emergency action means an emergency action described in Article 8.03;

serious injury means a significant overall impairment of a domestic industry;

substantial cause means a cause that is important and not less important than any other cause;

threat of serious injury means serious injury that is clearly imminent based on facts and not based on allegation, conjecture or remote possibility; and

transition period means the 10 -year period beginning on the entry into force of this Agreement, except where the tariff elimination for the good against which the action is taken occurs over a longer period of time, in which case the transition period is the period of the staged tariff elimination for that good.

紧急措施是指第8.03条所述的紧急措施；

严重伤害是指对国内产业造成重大整体损害；

重大原因是指一个重要且不亚于任何其他原因的原因；

严重伤害的威胁是指基于事实且明显迫在眉睫的严重伤害，而非基于指控、猜测或可能性极小的推测；和

过渡期是指自本协议生效之日起的10年期限，但若针对所采取行动的商品的关税消除期限更长，则过渡期为该商品的逐步关税消除期限。

Article 8.02: Global safeguard measures

1. Each Party retains its rights and obligations under Article XIX of the GATT 1994 and the Agreement on Safeguards, which shall exclusively govern global safeguard actions, including the resolution of a dispute in respect thereof.

第8.0 2条：全球保障措施

1. 每一方保留其在GATT 1994第十九条和保障协定项下的权利和义务，这些权利和义务应专门适用于全球保障措施，包括解决与该措施相关的争端。

2. This Agreement does not confer additional rights or obligations on the Parties with regard to actions taken pursuant to Article XIX of the GATT 1994 and the Agreement on Safeguards, except that a Party taking a global safeguard measure may exclude imports of an originating good of the other Party if the competent investigating authority of that Party concludes that those imports are not a substantial cause of serious injury or threat thereof.

2. 本协议并未就根据GATT 1994第十九条和保障协定采取的行动向缔约方授予额外的权利或义务，但若某方的有权的调查机构认定该方进口的原产地商品并非严重损害或其威胁的实质性原因，则采取全球保障措施的一方可以排除该另一方商品的进口。

3. A Party may not adopt or maintain with respect to the same good at the same time:

3. 一方不得同时针对同一种商品采取或维持：

a. an emergency action; and

b. a measure pursuant to Article XIX of the GATT 1994 and the Agreement on Safeguards.

a. 紧急措施；以及b. 根据1994年关税及贸易总协定第十九条和保障协定采取的措施。

Article 8.03: Bilateral emergency actions

第8.0 3条：双边紧急措施

1. A Party may adopt an emergency action described in paragraph 2:

1. 一方可以采取第2段所述的紧急措施：

a. only during the transition period; and

b. if as a result of the reduction or elimination of a duty pursuant to this Agreement an originating good is being imported into the Party's territory in such increased

a. 仅在过渡期内；以及b. 如果根据本协议减少或消除关税，导致原产商品被进口到一方领土，且数量在绝对值上或相对于国内生产而言显著增加

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 a like or directly competitive good.

数量，以绝对值或相对于国内生产而言，并在构成对生产同类或直接竞争产品的国内产业造成严重伤害或其威胁的实质性原因的条件下。

2. If the conditions set out in paragraph 1 and Articles 8.04 and 8.05 are met, a Party may to the extent necessary to prevent or remedy serious injury, or threat thereof, and to facilitate adjustment:

2. 如果第1段和第8.04条及第8.05条规定的条件得到满足，一方可采取必要措施以防止或补救重大损害，或其威胁，并促进调整：

a. suspend the further reduction of a rate of duty provided for under this Agreement on the good; or

b. increase the rate of duty on the good to a level not exceeding the lesser of:

a. 暂停实施本协议规定的对商品适用的关税税率；或b. 将商品关税税率提高至不超过以下较低者：

i. i. the most -favoured -nation (MFN) rate of duty in effect at the time the emergency action is taken, and

i. i. 采取紧急措施时有效的最惠国（MFN）关税税率，和

ii. ii. the base rate of duty as provided in the schedule to Annex 2.04 (National Treatment and Market Access for Goods – Tariff Elimination).

ii. ii. 附件2清单中提供的关税基本税率。0 4 (货物国民待遇和市场准入——关税消除)

Article 8.04: Notification and discussions

第8.0 4条：通知和磋商

1. A Party shall, in writing, promptly notify and invite for discussions the other Party in connection with:

   a. initiating an emergency action proceeding;

   b. making a finding of serious injury, or threat thereof, under the conditions set out in Article 8.03(1); and

   c. applying an emergency action.

2. A Party shall without delay, provide to the other Party a copy of the public version of any notice or any report by a competent investigating authority issued in connection with matters notified pursuant to paragraph 1.

3. If a Party accepts an invitation for discussions made pursuant to paragraph 1, the Parties shall enter into discussions to review the notification under paragraph 1 or the public version of a document issued by a competent investigating authority in connection with the emergency action proceeding.

4. An emergency action shall be initiated no later than 1 year after the date the proceeding is instituted.

Article 8.05: Standards for emergency actions

1. A Party may not maintain an emergency action:

   a. for a period exceeding 3 years, including any extension; or

1. 一方应以书面形式及时通知并邀请另一方就以下事项进行讨论：

   a. 启动紧急行动程序；b. 在《第8.03(1)条》规定的条件下作出严重伤害的认定或其威胁，并c. 采取紧急措施。

2. 一方应无延迟地向另一方提供与根据第1段通知的事项有关的任何通知或有权调查机构的任何报告的公开版本副本。

3. 如果一方接受根据第1段作出的讨论邀请，缔约方应进行讨论，以审查根据第1段的通知或有权调查机构就紧急行动程序发布的文件的公开版本。

4. 紧急措施应在程序启动之日起不超过1年后启动。

第8.05条：紧急行动标准

1. 一方不得维持紧急措施：a. 期限超过3年，包括任何延期；或

b. beyond the expiration of the transition period.

2. A Party may not apply an emergency action against a good more than once.

3. On the termination of an emergency action, a Party shall set the rate of duty at the rate that would have been in effect but for the action according to the Party's Schedule to Annex 2.04 (National Treatment and Market Access for Goods – Tariff Elimination) for the staged elimination of the tariff.

4. A Party may take an emergency action under Article 8.03 after the expiration of the transition period to deal with cases of serious injury, or threat thereof, to a domestic industry arising from the operation of this Agreement only with the consent of the other Party.

5. A Party taking an emergency action under Article 8.03 shall provide to the exporting Party mutually accepted trade liberalizing compensation in the form of concessions with substantially equivalent trade effects or equivalent to the value of the additional duties expected to result from the action. If the Parties are unable to decide on compensation, the Party whose goods are subject to the action may take tariff action with trade effects substantially equivalent to the emergency action taken

b. b. 过渡期届满后。

2. 一方不得对同一商品实施一次以上的紧急措施。

3. 在紧急措施终止时，一方应根据其附件2.04的出价表（货物国民待遇和市场准入——关税消除）为关税逐步消除设定关税税率，该税率应是在未采取该措施的情况下本应生效的税率。

4. 在过渡期结束后，一方可在另一方同意的情况下，根据第8.0 3条采取紧急措施，以处理因本协议的运行而导致的国内产业严重损害或其威胁。

5. 一方根据第8.03条采取紧急措施时，应向出口方提供经双方接受的贸易自由化补偿，形式为具有实质性等效贸易效果的让步，或相当于因该措施预计产生的额外关税的价值。如果缔约方无法就补偿达成一致，受影响商品的一方可以采取关税措施，其贸易效果与采取的紧急措施实质性等效

under Article 8.03. The Party taking the tariff action shall apply the action only for the minimum period necessary to achieve the substantially equivalent effects and, in any event, only while the emergency action under Article 8.03 is in effect.

根据第8.03条。采取关税措施的一方应仅适用实现实质性等效效果所需的最短期限，并且在任何情况下，仅在根据第8.03条采取的紧急措施有效期间适用。

Article 8.06: Administration of emergency action proceedings

第8.0 6条：紧急措施程序的行政管理

1. Each Party shall ensure the consistent, impartial and reasonable administration of its laws, regulations, decisions and rulings governing emergency action proceedings.

1. 每一方应确保其关于紧急措施程序的法律、法规、决定和裁决得到一致、公正和合理的行政管理。

2. Each Party shall entrust determinations of serious injury, or threat thereof, in an emergency action proceeding to a competent investigating authority. Each Party shall:

2. 每一方应将紧急措施程序中严重损害的认定或其威胁委托给有权的调查机构。每一方应：

a. ensure that those determinations are subject to review by judicial or administrative tribunals, to the extent provided by domestic law;

a. 确保这些认定受司法或行政法庭审查，程度由国内法规定；

b. ensure that negative injury determinations are not modified, except through a review referred to in subparagraph (a); and

b. 确保无损害的认定未经第(a)项所述的审查不得修改；和

c. provide its competent investigating authority with the necessary resources to enable it to fulfill its duties.

c. 向其有权的调查机构提供必要的资源，以使其能够履行其职责。

3. Each Party shall adopt or maintain equitable, timely, transparent and effective procedures for emergency action proceedings in accordance with the requirements set out in paragraph 4.

3. 每一方应根据第4段规定的要求，采用或维持公平、及时、透明和有效的紧急措施程序。

4. A Party shall apply an emergency action only following an investigation by the Party's competent investigating authority in accordance with Articles 3 and 4.2 of the Agreement on Safeguards. To this end, Articles 3 and 4.2 of the Agreement on Safeguards are incorporated into and made part of this Agreement.

4. 一方应当仅在根据保障协定第3条和第4.2条进行调查后，采取紧急措施。为此，保障协定的第3条和第4.2条被纳入并成为本协议的一部分。

Text of the Canada–Panama Free trade agreement – Chapter nine: Investment

加拿大-巴拿马自由贸易协定文本 – 第九章：投资

Section A – Definitions

第A节 – 定义

Article 9.01: Definitions

第9.01条：定义

For purposes of this Chapter:

本章的目的：

confidential information means confidential business information or information that is privileged or otherwise protected from disclosure;

机密信息 意味着商业机密或受特权或其他方式保护而不予披露的信息；**受保护投资** 是指，对于一方而言，在其领土上，另一方的投资者在生效日期存在的投资，或在生效日期后作出的或取得的投资；

covered investment means, with respect to a Party, an investment in its territory of an investor of the other Party existing on the date of

entry into force of this Chapter, or investments made or acquired thereafter;

本章生效；

disputing investor means an investor that makes a claim under Section C;

争议投资者 是指根据C部分提出索赔的投资者；

disputing Party means a Party against which a claim is made under Section C;

争议方 是指根据C部分被提出索赔的一方；

disputing party means the disputing investor or the disputing Party;

enterprise means an enterprise as defined in Article 1.01 (Initial Provisions and General Definitions – Definitions of General Application) and a branch of any such entity;

争议方 是指争议投资者或争议方；**企业** 是指根据第1.01条（初始条款和一般定义——一般应用定义）定义的企业以及任何此类实体的分支机构；

ICSID Additional Facility Rules means the Rules Governing the Additional Facility for the Administration of Proceedings by the Secretariat of the International Centre for Settlement of Investment Disputes;

国际投资争端解决中心补充便利规则 是指管理国际投资争端解决中心秘书处管理程序补充便利的规则；

ICSID Convention means the Convention on the Settlement of Investment Disputes between States and Nationals of Other States, done at Washington on 18 March 1965;

国际投资争端解决中心公约 是指于1965年3月18日在华盛顿签署的国家与另一国国民之间解决投资争端公约；

intellectual property rights means copyright and related rights, trademark rights, rights in geographical indications, rights in industrial designs, patent rights, rights in layout designs of integrated

知识产权是指版权和相关权利、商标权、地理标志权、工业设计权、专利权、集成电路布局设计权、未披露信息的保护权以及植物新品种权；

circuits, rights in relation to protection of undisclosed information and plant breeders' rights;

电路权、植物新品种权；

investment means:

投资 方式：

a. an enterprise;

a. 一个企业；

b. a share, stock and other form of equity participation in an enterprise;

b. 一个股份、股票和其他形式的股权参与在一个企业；

c. a bond, debenture, and other debt instrument of an enterprise;

c. 一个企业的债券、债券和其他债务工具；

d. a loan to an enterprise;

d. 向一个企业的贷款；

e. an interest in an enterprise that entitles the owner to a share in income or profits of the enterprise;

e. 企业权益，即所有者有权在企业收入或利润中获得股份；

f. an interest in an enterprise that entitles the owner to a share in the assets of that enterprise on dissolution;

f. 企业权益，即所有者有权在企业解散时获得该企业资产的股份；

g. interests arising from the commitment of capital or other resources in the territory of a Party to economic activity in that territory, such as under:

g. 资本或其他资源在一方领土内投入经济活动而产生的权益，例如：

i. a contract involving the presence of an investor's property in the territory of the Party, including a turnkey or construction contract, or a concession, or

i. 涉及投资者财产在一方领土内存在的合同，包括交钥匙合同或建设合同、特许权，或

ii. a contract where remuneration depends substantially on the production, revenues or profits of an enterprise;

ii. 一个报酬在很大程度上取决于企业生产、收入或利润的合同；

h. *intellectual property rights; and*

i. *any other tangible or intangible, movable or immovable, property and related property rights acquired in the expectation or used for the purpose of economic benefit or other business purpose;*

but ***investment*** *does not mean:*

a. *a claim to money that arises solely from:*

i. *a commercial contract for the sale of a good or service by a national or enterprise in the territory of a Party to an enterprise in the territory of the other Party, or*

ii. *the extension of credit in connection with a commercial transaction, such as trade financing, other than a loan covered by subparagraph (d); or*

b. *any other claim to money,*

that does not involve the kinds of interests set out in subparagraphs (a) to (i);

investment of an investor of a Party *means an investment owned or controlled directly or indirectly by an investor of that Party;*

investor of a non-Party *means an investor other than an investor of a Party, that seeks to make, is making, or has made, an investment;*

h. 知识产权；和

i. 任何其他有形或无形、动产或不动产、财产及相关财产权，其获得是基于预期或用于经济利益或其他商业目的；

但**投资** 不包括：

a. 仅因以下原因产生的对金钱的请求权：

i. 一方领土内的国民或企业向另一方领土内的企业签订的商品或服务销售商业合同，或ii. 与商业交易相关的信贷展期，例如贸易融资，但不包括子项(d)中涵盖的贷款；或

b. 任何其他对金钱的请求权，

该请求权不涉及子项(a)至(i)中规定的利益；

一方投资者的投资是指由该一方投资者直接或间接拥有或控制的投资；**非一方投资者**是指除一方投资者以外的，寻求进行、正在进行或已经进行投资的投资者；

for greater certainty, an investor "seeks to make an investment" only when the investor has taken concrete steps necessary to make the investment, such as when the investor has made an application for a permit or license authorizing the establishment of an investment;

investor of a Party means a Party or state enterprise, or a national or an enterprise of a Party, that seeks to make, is making, or has made, an investment; for greater certainty, an investor "seeks to make an investment" only when the investor has taken concrete steps necessary to make the investment, such as when the investor has made an application for a permit or license authorizing the establishment of an investment;

non-disputing Party means the Party that is not a party to an investment dispute;

Secretary-General means the Secretary -General of ICSID; and

UNCITRAL Arbitration Rules means the arbitration rules of the United Nations Commission on International Trade Law.

Section B – Investment

Article 9.02: Scope of application

为更明确起见，“寻求进行投资”仅指投资者已采取必要步骤进行投资的具体行动，例如投资者已为获得允许设立投资的许可证或执照提出申请；**一方投资者**是指一方或国有企业，或该一方国籍人或企业，寻求进行、正在进行或已经进行投资；为更明确起见，“寻求进行投资”仅指投资者已采取必要步骤进行投资的具体行动，例如投资者已为获得允许设立投资的许可证或执照提出申请；

非争议方 是指未参与投资争议的一方；

秘书长 是指国际投资争端解决中心秘书长；和**联合国国际贸易法委员会仲裁规则** 是指联合国国际贸易法委员会的仲裁规则。

B部分 – 投资

第9.02条：适用范围

1. This Chapter applies to measures adopted or maintained by a Party relating to:

   a. an investor of the other Party;

   b. a covered investment; and

   c. with respect to Articles 9.07, 9.16 and 9.17, an investment in its territory.

2. This Chapter does not apply to an act or fact that took place or a situation that ceased to exist before the date of entry into force of this Agreement.

1. 本章适用于一方为与以下相关而采取或维持的措施：

   a. 另一方的投资者；b. 一项受保护投资；以及c. 关于第9.07条、第9.16条和第9.17条，在其领土内的投资。

2. 本章不适用于在本协定生效日期之前发生的行为或事实或已停止存在的情况。

Article 9.03: Relation to other chapters

1. In the event of an inconsistency between this Chapter and another Chapter, the other Chapter prevails.

2. A requirement by a Party that a service provider of the other Party post a bond or other form of financial security as a condition of providing a service to its territory does not of itself make this Chapter applicable to that cross -border service. This Chapter applies to that Party's treatment of the posted bond or financial security if the bond or financial security is a covered investment.

第9.03条：与其他章节的关系

1. 如果本章与其他章节之间存在不一致，则其他章节优先适用。

2. 一方要求另一方服务提供者在向其领土提供服务时提供债券或其他形式的金融担保，这本身并不使本章适用于该跨境服务。如果该债券或金融担保是受保护投资，则本章适用于该一方对所提供债券或金融担保的处理。

3. This Chapter does not apply to a measure adopted or maintained by a Party to the extent that the measure is covered by Chapter Twelve (Financial Services).

3. 本章不适用于一方为实施或维持第十二章（金融服务）所涵盖的措施而采取或维持的措施。

4. Articles 10.05 (Cross -Border Trade in Services – Market Access) and 10.08 (Cross -Border Trade in Services – Domestic Regulation) are incorporated into and made a part of this Chapter and apply to a measure adopted or maintained by a Party when that measure affects the supply of a service in its territory by a covered investment.

4. 第10.05条（跨境服务贸易——市场准入）和第10.08条（跨境服务贸易——国内法规）被纳入并成为本章的一部分，并适用于一方采取或维持的措施，当该措施影响受保护投资在其领土内提供服务时。

5. A reservation taken by a Party under Article 10.07 (Cross -Border Trade in Services – Reservations) against Article 10.05 (Cross -Border Trade in Services – Market Access) applies to a measure of that Party covered under paragraph 4.

5.一方根据第10.07条（跨境服务贸易——保留）对第10.05条（跨境服务贸易——市场准入）做出的保留适用于该方第4段所涵盖的措施。

Article 9.04: National treatment

第9.04条：国民待遇

1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords, in like circumstances, to its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of an investment in its territory.

1. 每一方应当给予另一方的投资者不低于其给予在其领土内设立、收购、扩张、管理、开展、经营及销售或处置投资方面，在类似情况下，给予其自身投资者的待遇。

2. Each Party shall accord to a covered investment treatment no less favourable than that it accords, in like circumstances, to investments of its own investors with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of an investment in its territory.

2. 每一方应当给予受保护投资不低于其给予在其领土内设立、收购、扩张、管理、开展、经营及销售或处置投资方面，在类似情况下，给予其自身投资者的投资的待遇。

3. The treatment accorded by a Party under paragraphs 1 and 2 means, with respect to a sub-national government, treatment no less favourable than the treatment accorded in like circumstances by that sub-national government to investors and to investments of investors of the Party of which it forms a part.

3. 一方根据第1段和第2段授予的待遇，在涉及一个次国家政府的情况下，意味着对该次国家政府向投资者和该次国家政府所属的该缔约方投资者的投资所给予的、在类似情况下不低于的待遇。

Article 9.05: Most-favoured-nation treatment

第9.0 5条：最惠国待遇

1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords, in like circumstances, to investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of an investment in its territory.

1. 每一方应向另一方的投资者授予不低于其在类似情况下向非缔约方投资者授予的、关于在其领土内设立、收购、扩张、管理、开展、经营和销售或处置投资的待遇。

2. Each Party shall accord to a covered investment treatment no less favourable than that it accords in like circumstances to

2. 每一方应当给予受保护投资不低于其在一方相同情况下给予非一方投资者的投资待遇

investments of investors of a non-Party with respect to the establishment, acquisition, expansion, management, conduct, operation and sale or other disposition of an investment in its territory.

非一方投资者就其在另一方领土内设立、收购、扩张、管理、开展、经营及销售或处置投资所进行的投资

3. *For greater certainty, the treatment accorded by a Party under this Article means, with respect to a sub-national government, treatment accorded, in like circumstances, by that sub-national government to investors, and to investments of investors, of a non-Party.*

3. 为明确起见，根据本条，一方根据本条给予的待遇，就某一非方投资者的投资而言，是指该下级政府在与该非方投资者及其投资处于相同情况下给予该下级政府的待遇。

Article 9.06: Minimum standard of treatment

第9.0 6条：最低标准待遇

1. *Each Party shall accord to a covered investment treatment in accordance with the customary international law minimum standard of treatment of aliens, including fair and equitable treatment and full protection and security.*

1. 每一方应根据习惯国际法中外国人最低标准待遇的规定，给予受保护投资待遇，包括公平公正待遇和充分保护与安全。

2. *The concepts of "fair and equitable treatment" and "full protection and security" in paragraph 1 do not require treatment in addition to or beyond that which is required by the customary international law minimum standard of treatment of aliens.*

2. “公平公正待遇”和“充分保护与安全”第1段的概念，不需要除或超出习惯国际法最低标准待遇外国人要求之外的处理。

3. A breach of another provision of this Agreement, or of a separate international agreement, does not establish that there has been a breach of this Article.

3. 违反本协议另一条款或单独国际协议，不建立已违反本条的情况。

Article 9.07: Performance requirements

第九条. 07：绩效要求

1. A Party may not impose or enforce the following requirements, or enforce a commitment or undertaking, in connection with the establishment, acquisition, expansion, management, conduct or operation of an investment of an investor of a Party or a non-Party in its territory:

1. 一方不得就一方投资者或非一方在其领土内设立、收购、扩张、管理或运营的投资，强加或执行以下要求，或执行承诺或义务：

a. to export a given level or percentage of a good or service;

b. to achieve a given level or percentage of domestic content;

c. to purchase, use or accord a preference to a good produced or service provided in its territory, or to purchase a good or service from a person in its territory;

a. 出口特定水平或百分比的商品或服务；b. 实现特定的国内含量水平或百分比；c. 购买、使用或给予其领土内生产或提供的产品或服务的优惠，或从其领土内的个人购买商品或服务；

d. to relate the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with that investment;

d. 将进口的数量或价值与出口的数量或价值或与该投资相关的外汇流入金额联系起来；

e. to restrict sales of a good or service in its territory that the investment produces or provides by relating those sales in any way to the volume or value of its exports or foreign exchange earnings;

e. 限制其领土内由投资产生的或提供的商品或服务的销售，通过将此类销售与出口量或外汇收入以任何方式联系起来；

f. to transfer technology, a production process or other proprietary knowledge to a person in its territory; or

f. 向其领土内的个人转让技术、生产流程或其他专有知识；或

g. to supply exclusively from the territory of the Party a good that such investment produces or a service it provides to a specific regional market or to the world market.

g. 从一方领土专门供应该投资产生的商品，或向特定区域市场或世界市场提供的该投资提供的服务。

2. A measure that requires an investment to use a technology to meet generally applicable health, safety or environmental requirements is not inconsistent with paragraph 1(f). For greater certainty, Articles 9.04 and 9.05 apply to that measure.

2. 一项要求投资以使用技术来满足普遍适用的健康、安全或环境要求的规定并非与第1段(f)不一致。为明确起见，第9.04条和第9.05条适用于该规定。

3. A Party may not condition the receipt or continued receipt of an advantage, in connection with an investment in its territory of an investor of a Party or of a non-Party, on compliance with the following requirements:

3. 一方不得就一方或非一方在其领土内的投资，以符合以下要求为条件来获得或继续获得利益：

a. to achieve a given level or percentage of domestic content;

a. 达到给定的国内含量水平或百分比；

b. to purchase, use or accord a preference to a good produced in its territory, or to purchase a good from a producer in its territory;

b. 购买、使用或给予其领土内生产的商品优惠，或从其领土内的生产商购买商品；

c. *to relate the volume or value of imports to the volume or value of exports or to the amount of foreign exchange inflows associated with such investment; or*

c. 将进口的数量或价值与出口的数量或价值相关联，或与该投资相关的外汇流入金额相关联；或

d. *to restrict sales of a good or service in its territory that such investment produces or provides by relating those sales in any way to the volume or value of its exports or foreign exchange earnings.*

d. 通过将此类销售与其实际出口量或外汇收入在任何方式上联系起来，来限制其在领土内生产的或提供的商品或服务的销售。

4. *Paragraph 3 does not prevent a Party from conditioning the receipt or continued receipt of an advantage in connection with an investment in its territory of an investor of a Party or of a non-Party, on compliance with a requirement to locate production, provide a service, train or employ workers, construct or expand particular facilities, or carry out research and development, in its territory.*

4. 第3段并未阻止一方阻止其领土内一方投资者或非方投资者的投资，以获取或持续获取利益，条件是遵守生产选址要求、提供服务、培训或雇佣工人、建设或扩建特定设施或进行研发的要求。

5. *Paragraph 1(f) does not apply if the requirement is imposed or the commitment or undertaking is enforced by a court, administrative tribunal or competition authority to remedy an alleged violation of domestic competition law.*

5. 如果要求是由法院、行政法庭或竞争主管机构强加的，或者承诺或义务是由其强制的，以纠正对国内竞争法的虚假违规，则第1段(f)不适用。

6. *Paragraphs 1 and 3 do not apply to a requirement other than the requirements set out in those paragraphs.*

6. 第1段和第3段的规定不适用于第1段和第3段中规定的以外的要求。

7. This Article does not preclude enforcement of a commitment, undertaking or requirement between private parties.

7. 本条不妨碍私人方之间的承诺、承担或要求。

8. The provisions of:

   a. paragraphs 1(a), (b) and (c), and 3(a) and (b) do not apply to a qualification requirement for a good or service with respect to export promotion and foreign aid programs;

   b. paragraphs 1(b), (c), (f) and (g), and 3(a) and (b) do not apply to procurement by a Party or a state enterprise; and

   c. paragraphs 3(a) and (b) do not apply to a requirement imposed by an importing Party relating to the content of a good necessary to qualify for a preferential tariff or preferential quota.

8. 条款的内容为：

   a. 第1段(a)、(b)和(c)段，以及第3段(a)和(b)段不适用于涉及出口促进和对外援助计划的商品或服务的资格要求；b. 第1段(b)、(c)、(f)和(g)段，以及第3段(a)和(b)段不适用于一方或国有企业的采购；和c. 第3段(a)和(b)段不适用于进口方就符合优惠关税或优惠配额要求的必要商品的内容所提出的资格要求。

Article 9.08: Senior management and boards of directors

1. A Party may not require that an enterprise of that Party that is a covered investment appoint individuals of any particular nationality to senior management positions.

第9.08条：高级管理层和董事会

1. 一方不得要求其作为受保护投资的企业任命具有任何特定国籍的人员担任高级管理层职位。

2. A Party may require that a majority of the board of directors, or a committee thereof, of an enterprise that is a covered

2. 一方可以要求，一家受涵盖的企业董事会或其委员会的多数，或具有特定国籍或一方领土内的居民的投资，但该要求不得实质性损害投资者对其投资的控制能力。

investment be of a particular nationality or resident in the territory of the Party, provided that the requirement does not materially impair the ability of the investor to exercise control over its investment.

投资应具有特定国籍或一方领土内的居民，前提是该要求不得实质性损害投资者对其投资的控制能力。

Article 9.09: Reservations and exceptions

第9.0 9条：保留和例外

1. Articles 9.04, 9.05, 9.07 and 9.08 do not apply to:

1. 第9.04条、第9.05条、第9.07条和第9.08条不适用于：

   a. an existing non-conforming measure maintained by:

   a. 一方维持的有效非符合性措施：

      i. the national government of a Party as set out in its Schedule to Annex I, or

      i. 附件I中其清单所列的缔约方的中央政府，或ii. 一方的次国家政府；

      ii. a sub -national government of a Party;

   b. the continuation or prompt renewal of a non-conforming measure referred to in subparagraph (a); or

   b. 第(a)分项条款所述的非符合性措施的延续或及时续期；或

   c. an amendment to a non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Articles 9.04, 9.05, 9.07 and 9.08.

   c. 对第(a)分项条款中提到的非符合性措施进行的修正，在修正不降低该措施在修正前与第9.04条、9.05条、9.07条和9.08条的一致性时适用。

2. Articles 9.04, 9.05, 9.07 and 9.08 do not apply to a measure that a Party adopts or maintains with respect to sectors, subsectors or activities, as set out in its Schedule to Annex II.

3. Article 9.05 does not apply to treatment accorded by a Party under an agreement, or regarding a sector, set out in its Schedule to Annex II.

4. Regarding intellectual property rights, a Party may derogate from Articles 9.04, 9.05 and Article 9.07(1)(f) in a manner that is consistent with the TRIPS Agreement and waivers to the TRIPS Agreement adopted under Article IX of the WTO Agreement.

5. Articles 9.04, 9.05 and 9.08 do not apply to:

a. procurement by a Party or a state enterprise; or

b. a subsidy or grant provided by a Party or a state enterprise, including a government-supported loan, guarantee or insurance.

2. 第9.04条、9.05条、9.07条和9.08条不适用于一方根据其附件II清单针对部门、子部门或活动所采纳或维持的措施。

3. 第9.05条不适用于一方根据协议给予的待遇，或其清单中规定的关于一个部门、一套设备。

4. 关于知识产权，一方可以在与与贸易有关的知识产权协定一致的方式下，以及在根据世界贸易组织协定第IX条通过的与贸易有关的知识产权协定的豁免一致的方式下，损害第9.04条、第9.05条和第9.07(1)(f)条。

5. 第9.04条、第9.05条和第9.08条不适用于：

a. 一方或国有企业的采购；或b. 一方或国有企业提供的补贴或拨款，包括政府支持的贷款、担保或保险。

Article 9.10: Transfers

1. Each Party shall permit transfers relating to a covered investment to be made freely and without delay, into and out of its territory. Those transfers include:

第9.10条：转移

1. 每一方应当允许与受保护投资有关的转移自由地和无延迟地进入和离开其领土。这些转移包括：

a. *contributions to capital;*

b. *profits, dividends, interest, capital gains, royalty payments, management fees, technical assistance and other fees, returns in kind and other amounts derived from the investment;*

c. *proceeds from the sale of all or any part of the covered investment or from the partial or complete liquidation of the covered investment;*

d. *payments made under a contract entered into by the investor, or the covered investment, including payments made pursuant to a loan agreement;*

e. *payments made under Articles 9.11 and 9.12; and*

f. *payments arising under Section C.*

2. *Each Party shall permit transfers relating to a covered investment to be made in the convertible currency in which the capital was originally invested, or in another convertible currency agreed to by the investor and the Party concerned. Unless otherwise agreed by the investor, transfers shall be made at the market rate of exchange in effect on the date of transfer.*

a. 资本贡献；

b. 利润、股息、利息、资本利得、特许权使用费、管理费、技术援助和其他费用、实物回报以及投资产生的其他款项；

c. 出售全部或任何部分受保护投资所得，或受保护投资的部分或完全清算所得；

d. 投资者或受保护投资签订的合同项下的支付，包括根据贷款协议进行的支付；e. 根据第9.11和9.12条支付的款项；以及f. 根据C部分产生的款项。

2. 每一方应当允许与受保护投资相关的转移以最初投资的可兑换货币或投资者与有关一方同意的其他可兑换货币进行，除非投资者另有约定，否则转移应按照转让日期有效的市场汇率进行。

3. Notwithstanding paragraphs 1 and 2, a Party may prevent a transfer through the equitable, non-discriminatory and good faith application of its domestic law relating to:

a. bankruptcy, insolvency or the protection of the rights of a creditor;

b. issuing, trading or dealing in securities, futures, options or derivatives;

c. a criminal or penal offence;

d. financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities; or

e. ensuring compliance with an order orjudgment injudicial or administrative proceedings.

3. 尽管有第1段和第2段的规定，一方可以通过对其与公平、非歧视和善意适用的国内法相关的合理应用来阻止转移：

a. 破产、资不抵债或债权人权利保护；b. 发行、交易或交易证券、期货、期权或衍生品；c. 刑事或刑事犯罪；d. 在必要时协助执法或金融监管机构进行转移的财务报告或记录保存；或e. 确保遵守司法或行政程序中的裁决或判决。

4. A Party may not require one of its investors to transfer, or penalize one of its investors for failure to transfer, the income, earnings, profits or other amounts derived from, or attributable to, an investment in the territory of the other Party.

4. 一方不得要求其投资者转移，或因其未转移而对其投资者进行处罚，其来源于或归属于在另一方领土内进行的投资的收入、收益、利润或其他金额。

5. Paragraph 4 does not prevent a Party from imposing a measure through the equitable, non-discriminatory and good faith application of its domestic law relating to the matters in paragraphs 3(a) through (e).

5. 第4段并不禁止一方通过对其关于第3(a)至(e)段所述事项的国内法的公平、非歧视和善意的适用来实施措施。

6. Notwithstanding paragraph 1, a Party may restrict transfers of returns in kind in circumstances where it could otherwise restrict transfers under Article XI of the GATT 1994.

6.尽管有第1段的规定，但在一方可以依据GATT 1994第十一条限制转移的情况下，一方可以限制实物回报的转移。

Article 9.11: Expropriation

Article 9.11: 征收

1. A Party may not nationalize or expropriate a covered investment either directly or indirectly through a measure having an effect equivalent to nationalization or expropriation ("expropriation") except for a public purpose, in accordance with due process of law, in a non-discriminatory manner and on payment of prompt, adequate and effective compensation. For greater certainty, this paragraph shall be interpreted consistent with Annex 9.11.

1. 一方不得以直接或间接采取具有国有化或征收效果的措施（"征收"）的方式，对受保护投资进行国有化或征收，除非出于公共利益，依照正当法律程序，以非歧视方式并支付及时、充分和有效的补偿。为明确起见，本段应与附件9.11一致进行解释。

2. The compensation referred to in paragraph 1 must be equivalent to the fair market value of the expropriated investment immediately before the expropriation took place ("date of expropriation"), and shall not reflect any change in value occurring because the intended expropriation had become known earlier. Valuation criteria shall include going concern value, asset value including declared tax value of tangible property, and other criteria, as appropriate, to determine fair market value.

2. 第1段所述的补偿必须等于征收发生前（"征收日期"）被征收投资的公允市场价值，并且不得反映由于拟议的征收在较早时间已为人所知而发生的价值变化。评估标准应包括持续经营价值、资产价值（包括有形财产的申报税值）以及其他适当的标准，以确定公允市场价值。

3. Compensation shall be paid without delay and shall be fully realizable and freely transferable. Compensation shall be paid in a freely convertible currency and shall include interest at a commercially reasonable rate for that currency from the date of expropriation until date of payment.

3. 补偿应无延迟支付，并应为完全可执行且自由可转让。补偿应以自由兑换货币支付，并应包括自征收日期至支付日期按商业合理利率计算的该货币的利息。

4. The investor affected shall have a right under the law of the expropriating Party to prompt review of its case and of the valuation of its investment by a judicial or other independent authority of that Party under the principles set out in this Article.

4. 受影响的投资者应根据征收方法律享有权利，有权在本文所述原则下，由该方的司法或其他独立机构对其案件及其投资的评估进行及时审查。

5. This Article does not apply to the issuance of a compulsory license granted in relation to intellectual property rights, or to the revocation, limitation or creation of an intellectual property right, to the extent that such issuance, revocation, limitation or creation is consistent with the WTO Agreement.

5. 本条不适用于与知识产权相关的强制许可的发放，也不适用于与世贸组织协定一致的知识产权的撤销、限制或创设。

Article 9.12: Compensation for losses

Notwithstanding Article 9.09(5)(b), each Party shall accord to an investor of the other Party, and to a covered investment, non-discriminatory treatment with respect to a measure it adopts or maintains relating to losses suffered by investments in its territory owing to armed conflict or civil strife.

Article 9.12: 损失补偿

尽管有第9.09(5)(b)条，每一方应给予另一方的投资者和受保护投资，就其采取或维持的与在其领土内因武装冲突或内乱而遭受损失的投资相关的措施，以非歧视待遇。

Article 9.13: Transparency

1. Further to Article 20.02 (Transparency – Publication), each Party shall ensure that its laws, regulations, procedures, and administrative rulings of general application respecting a matter covered by this Chapter are promptly published or otherwise made available in such a manner as to enable interested persons and the other Party to become acquainted with them.

2. To the extent possible, each Party shall:

   a. publish in advance any such measure that it proposes to adopt; and

   b. provide interested persons and the other Party a reasonable opportunity to comment on that proposed measure.

3. Upon request by a Party, the other Party shall provide information on a measure that may have an impact on a covered investment.

Article 9.14: Subrogation

第9.13条：透明度

1.根据第20.02(透明度——发布)条，每一方应确保其关于本章所涵盖事项的法律、法规、程序和一般适用裁决，及时公布或以其他方式提供，以便利害关系人和另一方了解。

2. 在可能的情况下，每一方应当：

   a. 提前公布其拟采取的任何此类措施；以及b. 给予利害关系人和另一方合理的机会对拟议的措施提出意见。

3. 应一方请求，另一方应当就可能对受保护投资产生影响的措施提供信息。

第9.14条：代位权

1. If a Party or an agency of a Party makes a payment to one of its investors under a guarantee or a contract of insurance it has entered into in respect of an investment, the other Party shall recognize the validity of the subrogation in favour of that Party or agency to a right or title held by the investor. The subrogated right or claim may not be greater than the original right or claim of the investor.

1. 如果一方或其代理根据其与投资相关的担保或保险合同向其投资者支付款项，另一方应承认该一方或其代理对投资者持有的权利或所有权享有代位求偿权的有效性。代位求偿权不得大于投资者的原始权利或主张。

2. A Party or an agency of a Party that is subrogated to a right of an investor in accordance with paragraph 1 is entitled to the same rights as those of the investor regarding the investment. These rights may be exercised by the Party or an agency of the Party, or by the investor if the Party or its agency so authorizes.

2. 一方或其受托代理，根据第1段的规定，有权获得与投资者就投资所享有的相同权利。这些权利可由一方或其代理行使，或经一方或其代理授权，由投资者行使。

Article 9.15: Denial of benefits

1. A Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of that Party and to investments of that investor if investors of a non-Party own or control the enterprise and the denying Party adopts or maintains a measure with respect to the non-Party that prohibits transactions with the enterprise or that would be violated or circumvented if the benefits of this Chapter were accorded to the enterprise or to its investments.

Article 9.15: 拒绝利益

1. 一方可以拒绝给予其另一方投资者（该投资者为该方企业）及其投资的本章利益，如果非一方投资者拥有或控制该企业，并且拒绝方针对非一方采取或维持的措施禁止与该企业进行交易，或者如果给予该企业或其投资的本章利益将导致该措施被违反或规避。

2. A Party may deny the benefits of this Chapter to an investor of the other Party that is an enterprise of that Party and to investments of that investor if investors of a non-Party own or control the enterprise and the enterprise has no substantial business activities in the territory of the Party under whose domestic law it is constituted or organized.

2. 一方可以拒绝给予其另一方投资者（该投资者为该方企业）及其投资的本章利益，如果非一方投资者拥有或控制该企业，并且该企业在根据其国内法成立或组织的该方领土内没有实质性的业务活动。

Article 9.16: Health, safety and environmental measures

The Parties recognize that it is inappropriate to encourage investment by relaxing domestic health, safety or environmental measures. Accordingly, a Party should not waive or otherwise derogate from, or offer to waive or otherwise derogate from, such measures to encourage the establishment, acquisition, expansion or retention in its territory of an investment of an investor. If a Party considers that the other Party has offered such an encouragement, it may request discussions with the other Party and the two Parties shall enter discussions with a view to avoiding any such encouragement.

文章 9.1 6： 健康、安全和环境措施

缔约方认识到，通过放松国内健康、安全或环境措施来鼓励投资是不适当的。因此，一方不应放弃或以其他方式损害，或提出放弃或以其他方式损害此类措施，以鼓励投资者在其领土内设立、收购、扩张或保留一项投资。如果一方认为另一方提供了此类鼓励，它可以请求与另一方进行讨论，并且缔约方应进行讨论，以避免任何此类鼓励。

Article 9.17: Corporate social responsibility

Each Party should encourage enterprises operating within its territory or subject to its jurisdiction to voluntarily incorporate internationally recognized standards of corporate social responsibility

文章 9.1 7： 企业社会责任

每一方应鼓励在其领土内运营或在其管辖权下的企业自愿在其内部政策中纳入国际公认的企业社会责任标准

in their internal policies, such as those statements of principle that have been endorsed or are supported by the Parties. These principles address issues such as labour, the environment, human rights, community relations and anti-corruption.

例如，那些经缔约方批准或支持的原则声明。这些原则涉及劳工、环境、人权、社区关系和反腐败等问题。

Article 9.18: Special formalities and information requirements

第9.18条：特殊程序和信息要求

1. Article 9.04 does not prevent a Party from adopting or maintaining a measure that prescribes special formalities in connection with the establishment of a covered investment, such as a requirement that an agent of an investor be a resident of the Party or that a covered investment be legally constituted under the laws or regulations of the Party, provided that those formalities do not materially impair the protections afforded by a Party to investors of the other Party and covered investments under this Chapter.

1. 第9.04条并不阻止一方采用或维持与受保护投资的设立相关的特殊程序的规定措施，例如要求投资者的代理人是一方居民或受保护投资依法成立，前提是这些程序不会实质性损害一方对另一方投资者和本章规定的受保护投资提供的保护。

2. Notwithstanding Article 9.04 or 9.05, a Party may require an investor of the other Party, or its covered investment, to provide routine information concerning that investment solely for informational or statistical purposes. The Party shall protect any confidential information from disclosure that would prejudice the competitive position of the investor or the covered investment. This paragraph does not prevent a Party from

2. 尽管有第9.04条或第9.05条的规定，一方可以要求另一方的投资者或其受保护投资，仅为信息或统计目的而提供与该投资相关的常规信息。该方应当保护任何机密信息，防止其披露会损害投资者或受保护投资的竞争地位。本段不妨碍一方

otherwise obtaining or disclosing information in connection with the equitable and good faith application of its law.

以公平和善意的原则适用其法律的方式，另行获取或披露信息。

Section C – Settlement of disputes between an investor and the host party

C部分 – 投资者与东道国之间的争议解决

Article 9.19: Purpose

第9.19条：目的

Without prejudice to the rights and obligations of the Parties under Chapter Twenty -Two (Dispute Settlement), this Section establishes a mechanism for the settlement of investment disputes.

在不损害第二十二章（争议解决）项下缔约方权利和义务的情况下，本节建立一套解决投资争议的机制。

Article 9.20: Claim by an investor of a party on its own behalf

第9.20条：一方投资者代表自身提出的索赔一方投资者可依据本节将下列索赔提交仲裁：

An investor of a Party may submit to arbitration under this Section a claim that the other Party has breached:

1. an obligation under Section B, other than an obligation under Article 9.03(4), 9.13, 9.16, 9.17 or 9.18,

1. 违反B部分项下的义务，但该义务不属于第9.03(4)条、9.13条、9.16条、9.17条或9.18条项下的义务

2. an obligation under Article 14.03(3)(a) (Competition Policy, Monopolies and State Enterprises – Designated Monopolies) or Article 14.04(2) (Competition Policy, Monopolies and State Enterprises – State Enterprises), only to the extent that the monopoly or state enterprise has acted in a manner

2.根据第14.0 3 (3) (a)条（竞争政策、垄断和国有企业——指定垄断）或第14.0 4 (2)条（竞争政策、垄断和国有企业——国有企业）的义务，仅限于垄断或国有企业以某种方式

inconsistent with an obligation under Section B, other than an obligation under Article 9.13, 9.16, 9.17 or 9.18, or

3. an agreement referred to in Article 23.04(9)(a) (Exceptions – Taxation),

and that the investor has incurred loss or damage by reason of, or arising out of, that breach.

Article 9.21: Claim by an investor of a party on behalf of an enterprise

1. An investor of a Party, on behalf of an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, may submit to arbitration under this Section a claim that the other Party has breached:

a. an obligation under Section B, other than an obligation under Article 9.03(4), 9.13, 9.16, 9.17 or 9.18,

b. an obligation under Article 14.03(3)(a) (Competition Policy, Monopolies and State Enterprises – Designated Monopolies), or Article 14.04(2) (Competition Policy, Monopolies and State Enterprises – State Enterprises), only to the extent that the monopoly or state enterprise has acted in a manner inconsistent with an obligation

与B部分项下的义务不一致，但不包括第9.13、9.16、9.17或9.18条项下的义务，或

3. 第23.04(9)(a)条（例外——税收）中提到的协议

并且，投资者因该违约遭受损失或损害。

第9.21条：一方投资者的企业索赔

1. 一方投资者代表其直接或间接拥有或控制的另一方法人企业，可根据本节提交仲裁，索赔另一方违反了：

a. 根据B部分的一项义务，除第9.03(4)条、9.13条、9.16条、9.17条或9.18条规定的义务外b.根据第14.03(3)(a)条（竞争政策、垄断和国有企业——指定垄断）或第14.04(2)条（竞争政策、垄断和国有企业——国有企业）规定的义务，仅限于垄断或国有企业采取了一项与义务不一致的方式

under Section B, other than an obligation under Article 9.13, 9.16, 9.17 or 9.18, or

根据B部分的一项义务，除第9.13条、9.16条、9.17条或9.18条规定的义务外，或

c. an agreement referred to in Article 23.04(9)(b) (Exceptions – Taxation), and that the enterprise has incurred loss or damage by reason of that breach.

c.一项根据第23.04(9)(b)条（例外——税收）所述协议，且该企业因该违约行为遭受损失或损害。

2. Where an investor makes a claim under this Article and the investor or a non-controlling investor in the enterprise makes a claim under Article 9.20 arising out of the same events that gave rise to the claim under this Article, and two or more of the claims are submitted to arbitration under Article 9.23, the claims should be heard together by a Tribunal established under Article 9.27, unless the Tribunal finds that the interests of a disputing party would be prejudiced as a result.

2. 当投资者根据本条提出索赔，且该投资者或企业中的非控制性投资者根据第9.20条就同一事件提出索赔时，如果两个或多个索赔根据第9.23条提交仲裁，则应根据第9.27条设立的仲裁庭一并审理，除非仲裁庭认定争议方的利益将因此受损。

3. An investment may not make a claim under this Section.

3. 投资不得根据本节提出索赔。

Article 9.22: Conditions precedent to submission of a claim to arbitration

第9.23条：仲裁索赔的先决条件

1. The disputing parties shall hold consultations and attempt to settle a claim amicably before a disputing investor may submit a claim to arbitration. Consultations shall be held within 30 days of the submission of the notice of intent to submit a

1. 争议方应进行磋商并尝试友好解决索赔，争议投资者方可提交仲裁索赔。磋商应在提交提交提交意向通知之日起30天内进行。

claim to arbitration, unless the disputing parties otherwise agree. The place of consultation shall be the capital of the disputing Party, unless the disputing parties otherwise agree.

除非争议方另有约定。磋商地点应为争议方首都，除非争议方另有约定。

2. A disputing investor may submit a claim to arbitration under Article 9.20 or Article 9.21 only if:

2. 争议投资者只有在根据第9.20条或第9.21条提交仲裁索赔时，才可提交仲裁索赔：

a. the disputing investor and, where a claim is made under Article 9.21, the enterprise consent to arbitration in accordance with the procedures set out in this Chapter;

a. 争议投资者和，在根据第9.21条提出索赔的情况下，企业根据本章规定的程序同意仲裁；b. 自产生索赔的事件发生以来已至少经过六个月；

b. at least six months have elapsed since the events giving rise to the claim;

c. the disputing investor has delivered to the disputing Party written notice of its intent to submit a claim to arbitration at least 90 days prior to submitting the claim, which notice shall specify:

c. 争议投资者在提交索赔前至少90天向争议方提交了提交仲裁索赔的意图的书面通知，该通知应说明：

i. the name and address of the disputing investor and, where a claim is made under Article 9.21, the name and address of the enterprise,

i. 争议投资者的姓名和地址，以及，在根据第9.21条提出索赔的情况下，企业的姓名和地址，

ii. the provisions of this Agreement alleged to have been breached and any other relevant provisions,

ii. 据称违反本协定条款以及其他相关条款，

iii. the legal and the factual basis for the claim, including the measures at issue, and

iii. 索赔的法律和事实依据，包括相关措施，以及

iv. the relief sought and the approximate amount of damages claimed;

iv. 寻求的救济和索赔的损害赔偿的近似金额；

d. the disputing investor has delivered evidence establishing that it is an investor of the other Party with its notice of intent to submit a claim to arbitration under subparagraph (c);

d. 争议投资者已提交证据证明其为另一方投资者，并已根据第 (c) 款提交提交仲裁索赔的意向通知；

e. in the case of a claim submitted under Article 9.20:

e. 在根据第9.20条提交的索赔的情况下：

i. not more than three years have elapsed from the date on which the disputing investor first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the disputing investor has incurred loss or damage thereby,

i. 从争议投资者首次获得或应首次获得所谓违约行为的知情之日起至争议投资者因此遭受损失或损害之日止，未超过三年，

ii. the disputing investor waives its right to initiate or continue before an administrative tribunal or court under the domestic law of a Party, or other dispute settlement procedures, proceedings with respect to the measure of the disputing Party that is alleged to be a breach referred to in Article 9.20, and

ii. 争议投资者放弃其根据一方国内法、行政法庭或法院或其他争议解决程序提起或继续进行与第9.20条所述争议一方的措施相关的程序的程序的权利，并

iii. if the claim is for loss or damage to an interest in an enterprise of the other Party that is a juridical person that the disputing investor owns or controls

iii. 如果索赔是对另一方拥有的或控制的、为法人实体的企业权益的损失或损害

directly or indirectly, the enterprise waives the right referred to in subparagraph (ii); and

直接或间接地，该企业放弃了第 (ii) 款所述的权利；并且

f. *in the case of a claim submitted under Article 9.21:*

f. 在根据第9.21条提交的索赔的情况下：

i. *not more than three years have elapsed from the date on which the enterprise first acquired, or should have first acquired, knowledge of the alleged breach and knowledge that the enterprise has incurred loss or damage thereby, and*

i. 从企业首次获得或应首次获得所谓违规行为的知情之日起至企业因此遭受损失或损害之日起，未超过三年，并

ii. *both the disputing investor and the enterprise waive their rights to initiate or continue before an administrative tribunal or court under the domestic law of a Party, or other dispute settlement procedures, a proceeding with respect to the measure of the disputing Party that is alleged to be a breach under Article 9.21.*

ii. 争议投资者和企业均放弃其在一方国内法规定的行政法庭或法院，或在其他争议解决程序中，就根据第9.21条被指控为违约的争议一方的措施提起或继续进行诉讼的权利。

3. *Paragraphs 2(e)(ii) and (iii) and 2(f)(ii):*

3. 第2(e)(ii)段和第2(f)(ii)段：

a. *do not apply to proceedings before a judicial or administrative tribunal or court under the domestic law of the disputing Party that:*

a. 不适用于根据争议方国内法在司法或行政法庭或法院进行的程序，即：

i. are for interim injunctive, declaratory or other extraordinary relief,

ii. do not involve the payment of monetary damages, and

iii. are brought for the sole purpose of preserving the claimant's or the enterprise's rights and interests while the arbitration is pending; and

i. 旨在获得临时禁令、宣告性或其它非常救济的，ii. 不涉及金钱损害赔偿的，以及iii. 在仲裁进行期间，仅为了维护索赔人或企业的权利和利益而提起的；和

b. do not require a waiver from an enterprise if a disputing Party has deprived the investor of control of an enterprise.

b. 如果争议方剥夺了投资者对企业的控制权，则不要求企业放弃同意。

4. The disputing enterprise or investor shall deliver the consent and waiver required under paragraph 2 to the disputing Party and shall include them in the submission of a claim to arbitration.

4. 争议企业或投资者应向争议方提交第2段要求的同意和放弃，并将其包含在仲裁索赔的提交中。

5. An investor may submit a claim relating to taxation measures covered by this Agreement to arbitration under this Section only if the taxation authorities of the Parties fail to reach the joint determinations specified in Article 23.04 (Exceptions – Taxation) within six months of being notified in accordance with those provisions.

5. 投资者可仅根据本节规定，就本协议所涵盖的税收措施提交仲裁索赔，前提是缔约方税收当局在根据相关规定收到通知后的六个月内未能就第23.04条（例外——税收）中规定的联合认定达成一致。

Article 9.23: Submission of a claim to arbitration

1. A disputing investor who meets the conditions precedent in Article 9.22 may submit the claim to arbitration under:

   a. the ICSID Convention, provided that both Parties are party to the Convention;

   b. the Additional Facility Rules of ICSID, if only one Party is a party to the ICSID Convention; or

   c. the UNCITRAL Arbitration Rules.

2. The applicable arbitration rules will govern the arbitration unless they are modified by this Agreement and supplemented by rules adopted by the Commission under this Section.

3. A claim is submitted to arbitration under this Section when:

   a. the request for arbitration under Article 36(1) of the ICSID Convention is received by the Secretary -General of ICSID;

   b. the notice of arbitration under Article 2 of Schedule C of the ICSID Additional Facility Rules is received by the Secretary -General of ICSID; or

   c. the notice of arbitration given under the UNCITRAL Arbitration Rules is received by the disputing Party.

第9.23条：仲裁索赔的提交

1. 满足第9.2 2条先决条件的争议投资者可以依据以下方式提交仲裁索赔：

   a. 《国际投资争端解决中心公约》，前提是缔约方均为该公约缔约方；
   b. 《国际投资争端解决中心附加便利规则》，如果仅有一方为《国际投资争端解决中心公约》缔约方；或c. 《联合国国际贸易法委员会仲裁规则》。

2. 除非本协议进行修改，并由委员会根据本节通过的规则进行补充，否则适用的仲裁规则将管辖仲裁。

3. 当索赔依据本节提交仲裁时：

   a. 根据国际投资争端解决中心公约第36条（1）项的仲裁请求被国际投资争端解决中心秘书长收到；b. 根据国际投资争端解决中心补充便利规则第C附件第2条的仲裁通知被国际投资争端解决中心秘书长收到；或c. 根据联合国国际贸易法委员会仲裁规则的仲裁通知被争议方收到。

4.

Delivery of notice and other documents on a Party shall be made to the place named for that Party below:

5.

For Canada:

6.

Office of the Deputy Attorney General of Canada

Justice Building

284 Wellington Street

Ottawa, Ontario

K1A OH8

Canada

7.

For Panama:

8.

National Division for the Administration of International Trade Agreements and Trade Defense (DINATRADEC) of the Ministry of Trade and Industry of Panama

Edison Plaza, Second Floor

El Paical Avenue

Panama

Republic of Panama

4.

一方交付通知和其他文件应交付给下方为该一方指定的地点：

5.

对于加拿大：

6.

加拿大副检察长办公室

司法大楼

284 惠灵顿街

渥太华，安大略省

K1A 0H8

加拿大

7.

对于巴拿马：

8.

巴拿马贸易和工业部国际贸易协定和贸易防御管理局（DINATRADEC）爱迪生广场，二楼帕卡尔大道巴拿马共和国

Article 9.24: Consent to arbitration

1. Each Party consents to the submission of a claim to arbitration in accordance with the terms of this Agreement. Failure to meet a condition precedent listed in Article 9.22 nullifies that consent.

2. The consent given in paragraph 1 and the submission by a disputing investor of a claim to arbitration satisfies the requirement of:

   a. Chapter II of the ICSID Convention (Jurisdiction of the Centre) and the Additional Facility Rules for written consent of the parties; and

   b. Article II of the New York Convention for an agreement in writing.

Article 9.25: Arbitrators

1. Except in respect of a Tribunal established under Article 9.27, and unless the disputing parties agree otherwise, the Tribunal shall be composed of three arbitrators. One arbitrator shall be appointed by each of the disputing parties and the third, who

第9.24条：仲裁同意

1. 每一方同意根据本协议的条款提交仲裁索赔。未能满足第9.22条中列出的先决条件将使该同意无效。

2. 第1段中给予的同意以及争议投资者提交的仲裁索赔满足了以下要求：

   a. 国际投资争端解决中心公约（中心的管辖权）第II章以及补充程序规则关于当事人书面同意的；和b. 纽约公约第II条关于书面协议的。

第9.25条：仲裁员

1. 除第9.27条建立的仲裁庭外，除非争议方另有约定，仲裁庭应由三名仲裁员组成。每名争议方应任命一名仲裁员，第三名仲裁员，

will be the presiding arbitrator, shall be appointed by agreement of the disputing parties.

将担任首席仲裁员，由争议方协议任命。

2. Arbitrators shall have expertise or experience in public international law, international trade or international investment rules, or the resolution of disputes arising under international trade or international investment agreements. They shall be independent of, and not be affiliated with or take instructions from, either Party or the disputing investor.

2. 仲裁员应具备国际公法、国际贸易或国际投资规则或国际贸易或国际投资协议项下争议解决的专业知识或经验。他们应独立于任何一方或争议投资者，且不得与任何一方或争议投资者有关联或接受其指示。

3. If the disputing parties do not agree on the remuneration of the arbitrators before the constitution of the Tribunal, the prevailing ICSID rate for arbitrators shall apply.

3. 如果争议方在仲裁庭成立前未能就仲裁员的报酬达成一致，则应适用ICSID仲裁员现行费率。

4. If a Tribunal, other than a Tribunal established under Article 9.27, has not been constituted within 90 days from the date that a claim is submitted to arbitration, the Secretary -General of ICSID, on the request of either disputing party, shall appoint the arbitrator or arbitrators not yet appointed. The Secretary -General shall make the appointment in its discretion and, to the extent practicable, do so in consultation with the disputing parties. The Secretary -General may not appoint as presiding arbitrator a national of either Party.

4. 如果一个仲裁庭，并非根据第9.27条建立的仲裁庭，在索赔提交仲裁之日起90天内尚未成立，ICSID秘书长应根据任何一方争议方的请求，任命尚未任命的仲裁员。秘书长应在其酌情范围内进行任命，并在实际可行的范围内，与争议方进行磋商。秘书长不得任命任何一方国民为首席仲裁员。

Article 9.26: Agreement to appointment of arbitrators

For purposes of Article 39 of the ICSID Convention and Article 7 of Schedule C to the ICSID Additional Facility Rules, and without prejudice to an objection to an arbitrator based on a ground other than citizenship or permanent residence:

a. *the disputing Party agrees to the appointment of each individual member of a Tribunal established under the ICSID Convention or the ICSID Additional Facility Rules;*

b. *a disputing investor referred to in Article 9.20 may submit a claim to arbitration or continue a claim under the ICSID Convention or the ICSID Additional Facility Rules only if the disputing investor agrees in writing to the appointment of each member of the Tribunal; and*

c. *a disputing investor referred to in Article 9.21 may submit a claim to arbitration, or continue a claim, under the ICSID Convention or the ICSID Additional Facility Rules, only if the disputing investor and the enterprise agree in writing to the appointment of each member of the Tribunal.*

第9.26条：仲裁员任命协议

根据国际投资争端解决中心公约第39条和国际投资争端解决中心补充便利规则第C表第7条的规定，且不影响基于国籍或永久居留权以外的理由对仲裁员提出的异议：

a. 争议方同意任命根据国际投资争端解决中心公约或国际投资争端解决中心补充便利规则设立的仲裁庭的每个成员；

b. 根据第9.20条所述的争议投资者只有在争议投资者书面同意任命仲裁庭的每个成员的情况下，才能根据国际投资争端解决中心公约或国际投资争端解决中心补充便利规则提交仲裁索赔或继续索赔；和

c. 根据第9.21条被提及的争议投资者可以依据国际投资争端解决中心公约或国际投资争端解决中心补充便利规则提交仲裁索赔或继续索赔，前提是争议投资者和企业书面同意任命仲裁庭的每一成员。

Article 9.27: Consolidation

第9.27条：合并

1. A Tribunal established under this Article shall be established under the UNCITRAL Arbitration Rules and shall conduct its proceedings in accordance with those Rules, except as modified by this Section.

1. 根据本条设立的仲裁庭应依据联合国国际贸易法委员会仲裁规则设立，并应依据该等规则开展其程序，但本节所做的修改除外。

2. If a Tribunal established under this Article is satisfied that claims submitted to arbitration under Article 9.23 have a question of law or fact in common, the Tribunal may, in the interests of fair and efficient resolution of the claims and after hearing the disputing parties, by order:

2. 如果根据本条设立的仲裁庭认为，根据第9.23条提交仲裁的索赔存在共同的法律或事实问题，仲裁庭可以，为了公公平正高效解决争议，并在听取争议方之后，通过裁决：

a. assume jurisdiction over, and hear and determine together, all or part of the claims; or

a. 管辖、审理并决定全部或部分索赔；或b. 管辖、审理并决定一个或多个索赔，仲裁庭认为其裁决将有助于解决其他索赔。

b. assume jurisdiction over, and hear and determine one or more of the claims, the determination of which it believes would assist in the resolution of the others.

3. A disputing party that seeks an order under paragraph 2 shall request that the Secretary -General of ICSID establish a Tribunal and shall specify in the request:

3. 寻求根据第2段获得裁决的争议方应当请求ICSID秘书长设立仲裁庭，并在请求中说明：

a. the name of the disputing Party or disputing investor against which the order is sought;

a. 寻求裁决的争议方或争议投资者的名称；b. 寻求裁决的性质；以及

b. the nature of the order sought; and

c. *the grounds for the order sought.*

4. *The disputing party shall deliver a copy of the request to the disputing Party or disputing investor against which the order is sought.*

5. *Within 60 days of receipt of the request, the Secretary -General of ICSID shall establish a Tribunal consisting of three arbitrators. The Secretary -General of ICSID shall appoint one member who is a national of the disputing Party, one member who is a national of the Party of the disputing investors and a presiding arbitrator who is not a national of either Party.*

6. *Where a Tribunal has been established under this Article, a disputing investor that has submitted a claim to arbitration under Article 9.23 and that has not been named in a request made under paragraph 3 may make a written request to the Tribunal that it be included in an order made under paragraph 2, and shall specify in the request:*

a. *the name and address of the disputing investor;*

b. *the nature of the order sought; and*

c. *the grounds for the order sought.*

c. 寻求裁决的理由。

4. 争议方应当将请求的副本提交给寻求裁决的争议方或争议投资者。

5. 在收到请求之日起60日内，ICSID秘书长应当建立一个由三名仲裁员组成的仲裁庭。ICSID秘书长应当任命一名争议方国籍的成员、一名争议投资者所属方国籍的成员以及一名任何一方国籍均不为的首席仲裁员。

6. 根据本条建立的仲裁庭中，已根据第9.23条提交仲裁索赔且未被第3段提出的请求中指名的争议投资者，可以以书面形式向仲裁庭提出请求，要求将其包括在第2段作出的裁决中，并在请求中说明：

a. 争议投资者的姓名和地址；b. 所请求裁决的性质；以及c. 所请求裁决的理由。

7. A disputing investor referred to in paragraph 6 shall deliver a copy of its request to the disputing parties named in a request made under paragraph 3.

7. 第6段中提到的争议投资者应将其请求副本送达第3段提出的请求中列出的争议方。

8. A Tribunal established under Article 9.23 does not have jurisdiction to decide a claim, or a part of a claim, over which a Tribunal established under this Article has assumed jurisdiction.

8. 根据第9.23条建立的仲裁庭，对根据本条建立仲裁庭已取得管辖权的索赔，或索赔的一部分，不具有管辖权以作出裁决。

9. On application of a disputing party, a Tribunal established under this Article may order that the proceedings of a Tribunal established under Article 9.23 be stayed pending its decision under paragraph 2, unless that Tribunal has already adjourned its proceedings.

9. 在争议方提出申请的情况下，根据本条建立的仲裁庭可以下令暂停根据第9.23条建立的仲裁庭的程序，直至其根据第2段作出裁决，除非该仲裁庭的程序已休庭。

Article 9.28: Documents to, and participation of, the other party

第9.28条：另一方提交的文件及参与

1. A disputing Party shall deliver to the other Party a copy of the notice of intent to submit a claim to arbitration and other documents within 30 days of the date that those documents have been delivered to the disputing Party. The other Party is entitled, at its cost, to receive from the disputing Party a copy of the evidence that has been tendered to the Tribunal, copies of all pleadings filed in the arbitration and the written argument

1. 争议方应当自争议方收到相关文件之日起30日内，将提交仲裁索赔的意向通知的副本及其他文件的副本交付另一方。另一方有权以自身成本从争议方处获得已提交给仲裁庭的证据副本、仲裁中提交的所有诉讼文书副本及书面辩论

of the disputing parties. The Party receiving such information shall treat the information as if it were a disputing Party.

2. The other Party to this Agreement has the right to attend a hearing held under Section C of this Chapter. Upon written notice to the disputing parties, the other Party may make submissions to a Tribunal on a question of interpretation of this Agreement.

的争议方。收到此类信息的缔约方应当将信息视为争议方。

2. 本协议的另一方有权参加根据本章C部分举行的听证会。经向争议方发出书面通知后，另一方可以向仲裁庭就本协议的解释问题提出意见。

Article 9.29: Place of arbitration

The disputing parties may agree on the legal place of arbitration under the arbitral rules applicable under Article 9.23(1). If the disputing parties fail to agree, the Tribunal shall determine the place in accordance with the applicable arbitral rules, provided that the place is in the territory of either Party or of a third State that is a party to the New York Convention.

第9.29条：仲裁地点

争议方可以就第9.23(1)条适用的仲裁规则下仲裁地点达成一致。如果争议方未能达成一致，仲裁庭应根据适用的仲裁规则确定地点，但该地点应位于任何一方领土内或为纽约公约缔约方的第三国。

Article 9.30: Public access to hearings and documents

1. A Tribunal award under this Section shall be publicly available, subject to the redaction of confidential information. All other documents submitted to, or issued by, the Tribunal shall be publicly available unless the disputing parties otherwise agree, subject to the redaction of confidential information.

第9.30条：听证会和文件的公开

1. 根据本节设立的仲裁庭裁决应予公开，但需对机密信息进行删减。提交给仲裁庭或由仲裁庭发出的所有其他文件应予公开，除非争议方另有约定，但需对机密信息进行删减。

2. Hearings held under this Section shall be open to the public. The Tribunal may hold portions of hearings in camera to the extent necessary to ensure the protection of confidential information, including business confidential information.

2. 根据本节举行的听证会应向公众开放。仲裁庭可在确保对机密信息（包括商业机密信息）进行保护的程度内，对听证会的部分内容进行不公开审理。

3. A disputing party may disclose to other persons in connection with the arbitral proceedings such unredacted documents as it considers necessary for the preparation of its case, but it shall ensure that those persons protect the confidential information in those documents.

3. 争议方可以披露与仲裁程序相关的、其认为对其案件准备必要的未删节文件，但应确保这些人保护这些文件中的机密信息。

4. The Parties may share with officials of their respective national and sub-national governments all relevant unredacted documents in the course of dispute settlement under this Chapter, but they shall ensure that those persons protect confidential information in those documents.

4. 缔约方可以与各自的国家和次国家政府的官员共享本章争议解决过程中相关的未删节文件，但应确保这些人保护这些文件中的机密信息。

5. To the extent that a Tribunal's confidentiality order designates information as confidential and a Party's domestic law on access to information requires public access to that information, the Party's domestic law on access to information prevails. However, a Party should endeavour to apply its domestic law on access to information so as to protect information designated confidential by the Tribunal.

5. 在仲裁庭的保密令指定信息为机密，且一方信息获取国内法要求公开该信息的情况下，一方信息获取国内法优先适用。然而，一方应努力适用其信息获取国内法，以保护仲裁庭指定的机密信息。

Article 9.31: Submissions by a non-disputing party

1. A Tribunal has the authority to consider and accept written submissions from a person or entity that is not a disputing party with a significant interest in the arbitration. The Tribunal shall ensure that a non-disputing party submission does not disrupt the proceedings and does not unduly burden or unfairly prejudice either disputing party.

2. An application to the Tribunal for leave to file a non-disputing party submission, and the filing of a submission, if allowed by the Tribunal, must be made in accordance with Annex 9.31.

第9.3 1条：非争议方的提交

1. 仲裁庭有权考虑并接受与仲裁有重大利益关系的非争议方个人或实体提交的书面提交。仲裁庭应确保非争议方提交的内容不会扰乱程序，也不会过度负担或不公平地损害任何争议方。

2. 向仲裁庭申请许可提交非争议方提交，以及如果仲裁庭允许，提交提交，必须根据附件9. 3 1。

Article 9.32: Governing law

1. A Tribunal established under this Section shall decide the issues in dispute consistently with this Agreement and applicable rules of international law. An interpretation by the Commission of this Agreement is binding on a Tribunal established under this Section and an award under this Section must be consistent with that interpretation.

2. Where a disputing Party asserts as a defence that the measure alleged to be a breach is within the scope of a reservation or exception set out in Annex I, Annex II or Annex III, on request of

第9.32条：准据法

1. 根据本节建立的仲裁庭应与本协议和国际法适用规则一致地决定争议问题。委员会对本协议的解释对本节建立的仲裁庭具有约束力，本节下的裁决必须与该解释一致。

2. 如果争议方以被指控违反的措施属于附件I、附件II或附件III中规定的保留或例外为由提出抗辩，应争议方的请求

the disputing Party the Tribunal shall request the interpretation of the Commission on the issue. Within 60 days of delivery of the request, the Commission shall submit in writing its interpretation to the Tribunal. The interpretation is binding on the Tribunal. If the Commission fails to submit an interpretation within 60 days, the Tribunal shall decide the issue.

争议方，仲裁庭应请求委员会对问题进行解释。在请求交付后的60日内，委员会应以书面形式向仲裁庭提交其解释。该解释对仲裁庭具有约束力。如果委员会在60日内未能提交解释，仲裁庭应决定该问题。

Article 9.33: Expert reports

第9.33条：专家报告

1. Subject to paragraph 2, a Tribunal may appoint experts to report to it in writing on any factual issue concerning environmental, health, safety or other scientific matters raised by a disputing party, subject to such terms and conditions as the disputing parties may decide.

1. 根据第2段，仲裁庭可以任命专家，以书面形式向其报告争议方提出的涉及环境、健康、安全或其他科学事项的任何事实问题，具体条款和条件由争议方决定。

2. The Tribunal may not exercise the power conferred to it under paragraph 1 if the disputing parties decide that the Tribunal may not do so.

2. 如果争议方决定仲裁庭不得这样做，则仲裁庭不得行使根据第1段授予的权力。

3. Paragraph 1 does not affect the appointment of other kinds of experts where the appointment is authorized by the applicable arbitration rules.

3. 第1段不影响根据适用的仲裁规则授权的其他类型的专家的任命。

Article 9.34: Interim measures of protection and final award

第九条第三款第四项：临时保护措施和最终裁决

1. A Tribunal may order an interim measure of protection to preserve the rights of a disputing party or to ensure that the Tribunal's jurisdiction is made fully effective, including an order to preserve evidence in the possession or control of a disputing party or to protect the Tribunal's jurisdiction. A Tribunal may not order attachment or enjoin the application of the measure alleged to constitute a breach referred to in Articles 9.20 and 9.21. For purposes of this paragraph, an order includes a recommendation.

1. 仲裁庭可以下令采取临时保护措施以维护争议方的权利或确保仲裁庭的管辖权得到充分有效行使，包括下令保全争议方持有或控制的证据或保护仲裁庭的管辖权。仲裁庭不得下令扣押或禁止实施第九条第二十款和第九条第二十一款所述构成违约的措施。本段所称裁决包括建议。

2.

Where a Tribunal makes a final award against the disputing Party, the Tribunal may award only:

2.

如果仲裁庭对争议方作出最终裁决，仲裁庭可以仅裁决：

3.

a. monetary damages and any applicable interest; or

b. restitution of property, in which case the award shall provide that the disputing Party may pay monetary damages and any applicable interest in lieu of restitution.

3.a. 金钱损害赔偿和适用利息；或b. 财产返还，在此情况下，裁决应规定争议方可以用金钱损害赔偿和适用利息代替财产返还。仲裁庭也可以根据适用的仲裁规则裁决成本。

The Tribunal may also award costs in accordance with the applicable arbitration rules.

4. Subject to paragraph 2, where a claim is made under Article 9.21:

4. 在符合第2段的规定下，若根据第9.21条提出索赔：

a. an award of monetary damages and any applicable interest shall provide that the sum be paid to the enterprise;

b. an award of restitution of property shall provide that restitution be made to the enterprise; and

c. the award shall provide that it is made without prejudice to a right that a person may have in monetary damages or property awarded under subparagraphs (a) or (b) under domestic law.

5. A Tribunal may not order a disputing Party to pay punitive damages.

Article 9.35: Finality and enforcement of an award

1. An award made by a Tribunal has no binding force except between the disputing parties and in respect of that particular case.

2. Subject to paragraph 3 and the applicable review procedure for an interim award, a disputing party shall abide by and comply with an award without delay.

3. A disputing party may not seek enforcement of a final award until:

a. 金钱损害赔偿和适用利息的裁决应规定将款项支付给企业；

b. 财产返还裁决应当规定向企业进行返还；并且c. 裁决应当规定，其不损害个人在根据国内法根据第（a）项或第（b）项分项条款授予的金钱损害赔偿或财产中可能拥有的权利。

5. 仲裁庭不得责令争议方支付惩罚性损害赔偿。

第9.3 5条：裁决的最终性和执行

1. 仲裁庭作出的裁决除在争议方之间并对该特定案件外不具有约束力。

2. 在不违反第3段和临时裁决的适用审查程序的情况下，争议方应当无延迟地遵守并执行裁决。

3. 争议方不得寻求最终裁决的执行，除非：

a. *in the case of a final award made under the ICSID Convention:*

i. *120 days have elapsed from the date the award was rendered, provided that a disputing party has not requested that the award be revised or annulled, or*

ii. *revision or annulment proceedings have been completed; and*

b. *in the case of a final award under the ICSID Additional Facility Rules or the UNCITRAL Arbitration Rules:*

i. *90 days have elapsed from the date the award was rendered and no disputing party has commenced a proceeding to revise, set aside or annul the award, or*

ii. *a court has dismissed or allowed an application to revise, set aside or annul the award and there is no further appeal.*

4. *Each Party shall provide for the enforcement of an award in its territory.*

a. 在根据国际投资争端解决中心公约作出的最终裁决的情况下：

i. 裁决作出日期起已过120日，且争议方未请求修改或撤销裁决，或ii. 修改或撤销程序已终结；且

b。 在ICSID补充便利规则或联合国国际贸易法委员会仲裁规则项下的最终裁决的情况下：

i. 裁决作出日期起90日内，争议方未提起程序以修改、撤销或宣布裁决无效，或

ii. 一个法院已驳回或准予一项申请修改、撤销或废除裁决，且没有进一步上诉

4. 每一方应在其领土内提供裁决的执行。

5. A claim that is submitted to arbitration under this Section shall be considered to arise out of a commercial relationship or transaction for purposes of Article I of the New York Convention.

5. 根据本第X节提交仲裁的索赔应被视为出于商业关系或交易，以便根据纽约公约第I条的目的产生。

Article 9.36: Receipts under insurance or guarantee contracts

In an arbitration under this Section, a disputing Party may not assert as a defence, counterclaim, right of setoff or otherwise that the disputing investor has received or will receive, under an insurance or guarantee contract, indemnification or other compensation for all or part of its alleged damages.

第九条第三十六条：保险或担保合同项下的收款在本节项下的仲裁中，争议方不得以抗辩、反诉、抵销权或其他方式主张，争议投资者已根据保险或担保合同收到或将会收到对其声称损害的全部或部分赔偿或补偿。

Article 9.37: Exclusions

The dispute settlement provisions of this Section and of Chapter Twenty -Two (Dispute Settlement) do not apply to the matters referred to in Annex 9.37.

第九条第三十七条：排除条款

本节及第二十二章（争议解决）的争议解决条款不适用于附件9.37中提到的事项。

Article 9.38: Suspension of other agreements

1. The Treaty between the Government of Canada and the Government of the Republic of Panama for the Promotion and Protection of Investments, done at Guatemala on 12 September 1996 (the "FIPA") is suspended from the date

第九条第三十八条：其他协议的暂停

1. 加拿大政府和巴拿马共和国政府之间关于促进和保护投资的条约，于1996年9月12日在危地马拉签订（"FIPA"）自生效之日起暂停

of entry into force of this Agreement until such time as this Agreement is no longer in force.

2. Notwithstanding paragraph 1, the FIPA remains operative for a period of 15 years after the entry into force of this Agreement for the purpose of any breach of the obligations of the FIPA that occurred before the entry into force of this Agreement. During this period the right of an investor of a Party to submit a claim to arbitration concerning such a breach shall be governed by the relevant provisions of the FIPA.

本协议的生效日期直至本协议不再有效为止。

2. 尽管第1段规定，FIPA在本协议生效后15年内仍然有效，以处理在本协议生效前发生的对FIPA义务的任何违约。在此期间，一方投资者就此类违约提交仲裁索赔的权利将受FIPA相关条款的管辖。

Annex 9.11: Expropriation

The Parties confirm their shared understanding that:

a. indirect expropriation results from a measure or a series of measures of a Party that has an effect equivalent to direct expropriation without formal transfer of title or outright seizure;

b. the determination of whether a measure or series of measures of a Party constitute an indirect expropriation requires a case-by-case, fact-based inquiry that considers, among other factors:

附件9.11：征收

缔约方确认其共同理解如下：

a. 间接征收是指一方采取一项措施或一系列措施，其效果等同于直接征收，但未正式转移所有权或完全没收。

b. 判断一方的某项措施或一系列措施是否构成间接征收，需要进行基于事实的个案调查，并考虑其他因素：

i. the economic impact of the measure or a series of measures, although the sole fact that a measure or a series of measures of a Party has an adverse effect on the economic value of an investment does not establish that an indirect expropriation has occurred,

ii. the extent to which the measure or the series of measures interfere with distinct, reasonable investment-backed expectations, and

iii. the character of the measure or the series of measures;

c. except in rare circumstances, such as when a measure or a series of measures is so severe in the light of its purpose that it cannot be reasonably viewed as having been adopted and applied in good faith, a non-discriminatory measure of a Party that is designed and applied to protect legitimate public welfare objectives, such as health, safety and the environment, does not constitute indirect expropriation.

Annex 9.31: Submissions by a non-disputing party

1. The application for leave to file a non-disputing party submission shall:

i. 该措施或一系列措施的经济影响，尽管一方某项措施或一系列措施对投资的经济价值产生不利影响这一事实本身并不能证明发生了间接征收，

ii. 一项措施或一系列措施干预独特、合理的投资支持的期望的程度，以及

iii. 措施或一系列措施的性质；

c. 除罕见情况外，例如当一项措施或一系列措施根据其目的而言过于严重，以至于不能合理地被视为善意制定和应用的，一方制定的旨在保护合法公共利益目标（如健康、安全和环境）的非歧视性措施不构成间接征收。

附件9.31：非争议方的提交

1.申请提交非争议方陈述的许可应：

a. *be made in writing, dated and signed by the person filing the application, and include the address and other contact details of the applicant;*

a. 以书面形式制作，注明日期并由提交申请的人签署，并包括申请人的地址和其他联系方式；

b. *be no longer than five typed pages;*

b. 不超过五页打字页；

c. *describe the applicant, including, where relevant, its membership and legal status (for example, company, trade association or other non-governmental organization), its general objectives, the nature of its activities, and any parent organization (including any organization that directly or indirectly controls the applicant);*

c. 描述申请人，包括在相关情况下其成员资格和法律地位（例如，公司、行业协会或其他非政府组织），其总体目标、其活动的性质以及任何母公司（包括任何直接或间接控制申请人的组织）；

d. *disclose whether the applicant has an affiliation, direct or indirect, with a disputing party;*

d. 披露申请人是否与争议方有任何直接或间接的关联关系；

e. *identify any government, person or organization that has provided financial or other assistance in preparing the submission;*

e. 识别在准备提交文件中提供财务或其他援助的任何政府、个人或组织；

f. *specify the nature of the interest that the applicant has in the arbitration;*

f. 说明申请人就仲裁具有的利益性质；

g. *identify the specific issues of fact or law in the arbitration that the applicant has addressed in its written submission;*

g. 识别申请人就仲裁中具体的事实或法律问题在其书面提交中已解决的问题；

h. explain why the Tribunal should accept the submission; and

i. be made in a language of the arbitration.

2. The submission filed by a non-disputing party shall:

a. be dated and signed by the person filing the submission;

b. be concise, and not exceed 20 typed pages, including any appendices;

c. set out a precise statement supporting the applicant's position on the issues; and

d. only address matters within the scope of the dispute.

Annex 9.37: Exclusions

1. A decision by Canada following a review under the Investment Canada Act (R.S.C. 1985, c. 28 (1st supp.)), with respect to whether to permit an acquisition that is subject to review, shall not be subject to the dispute settlement provisions of Section C of this Chapter or of Chapter Twenty-Two (Dispute Settlement).

2. A decision by a Party to prohibit or restrict the acquisition of an investment in its territory by an investor of the other Party, or its investment, under Article 23.03 (Exceptions – National

h. 解释为什么仲裁庭应接受提交文件；以及i. 以仲裁语言作出。

2. 非争议方提交的提交文件应：

a. 注明日期并由提交文件的个人签署；b. 简洁，包括任何附录在内不超过20页打字页；c. 明确陈述支持申请人就有关问题的立场；以及d. 仅涉及争议范围内的事项。

附件9.37：排除

1. 根据《加拿大投资法》（1985年加拿大法典，第28章（第一次补充））进行的审查后，加拿大作出的关于是否允许受审查的收购的决定，不应受本章C部分或第二十二章（争议解决）的争议解决条款的约束。

2. 一方根据第23.03条禁止或限制其领土内另一方投资者收购投资或其投资的决定。

Security) shall not be subject to the dispute settlement provisions of Section C of this Chapter or of Chapter Twenty -Two (Dispute Settlement).

保证金）不适用本章C部分或第二十二章（争议解决）的争议解决条款。

Text of the Canada–Panama Free trade agreement – Chapter ten: Cross-border trade in services

加拿大-巴拿马自由贸易协定文本 – 第十章：跨境服务贸易

Article 10.01: Definitions

For purposes of this Chapter:

aircraft repair and maintenance services mean these activities when undertaken on an aircraft or a part thereof while it is withdrawn from service and do not include so -called line maintenance;

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

cross-border trade in services means providing a service:

- from the territory of one Party into the territory of the other Party,
- in the territory of one Party by a person of that Party to a person of the other Party, or

第10.01条：定义

就本章而言：

飞机维修保养服务是指在飞机或其一部分停用时进行的这些活动，不包括所谓的航线维护；**计算机预订系统（CRS）服务**是指由包含承运人时刻表、可用性、票价和票价规则的计算机系统提供的服务，通过这些系统可以进行预订或发行机票；

跨境服务贸易 是指提供服务：

- 从一方领土进入另一方领土，在一方领土内由该方个人向另一方个人，或
-

- *by a national of a Party in the territory of the other Party,*

but does not include providing a service in the territory of a Party by a covered investment as defined in Article 9.01 (Investment – Definitions);

- by a national of a Party in the territory of the other Party,

but does not include providing a service in the territory of a Party by a covered investment as defined in Article 9.01 (Investment – Definitions);

- 由一方国民在另一方领土内，但不包括根据第9.01条（投资——定义）定义的受保护投资在一方领土内提供服务；

enterprise *means an enterprise as defined in Article 1.01 (Initial Provisions and General Definitions – Definitions of General Application), and a branch of an enterprise;*

企业 是指根据第1.01条（初始条款和一般定义——一般应用定义）中定义的企业，以及企业的分支机构；

enterprise of a Party *means an enterprise organized or constituted under the laws of a Party and a branch located in the territory of a Party and carrying out business activities there;*

一方的企业 是指根据一方法律组织或成立的企业，以及位于一方领土内并从事商业活动的分支机构；

measure adopted or maintained by a Party *means a measure adopted or maintained by:*

一方采取或维持的措施 是指一方采取或维持的措施：

- *a national or sub -national government or authority; or*
- *a non-governmental body exercising a national or sub -national governmental authority;*

- 一国的政府或下级政府或权力机构；或行使一国或下级政府权力的非政府机构；
-

professional service *means a service, the provision of which requires specialized post -secondary education, or equivalent training or experience, and for which the right to practise is granted or restricted by a Party, but does not include a service provided by a tradesperson or a crew member of a vessel or an aircraft;*

专业服务 是指提供该服务需要专门的高等后教育，或同等培训或经验，并且其执业权由一方授予或限制的服务，但不包括由手艺人、船舶船员或飞机船员提供的服务；

selling or marketing of an air transport service *means opportunities for the air carrier concerned to sell and market freely its air transport services and all aspects of marketing such as market research, advertising and distribution, but does not include the pricing of air transport services nor the applicable conditions; and*

service provider of a Party *means a person of that Party that seeks to provide or provides a service.*

航空运输服务的销售或营销 是指有关航空公司销售和市场自由其航空运输服务以及营销的所有方面的机会，如市场调研、广告和分销，但不包括航空运输服务的定价或适用条件；并且一**方的服务提供者** 是指该方寻求提供或提供服务的个人。

Article 10.02: Scope of Application

1. *This Chapter applies to measures adopted or maintained by a Party affecting cross - border trade in services by a service provider of the other Party, including a measure that affects:*

   a. *producing, distributing, marketing, selling and delivering of a service;*

   b. *purchasing, using or paying for a service;*

   c. *accessing and using a distribution, transport or telecommunications network and service in connection with providing a service;*

   d. *the presence in its territory of a service provider of the other Party; or*

Article 10.02: 适用范围

1. 本章适用于一方为影响另一方服务提供者的跨境服务贸易而采取或维持的措施，包括一项影响：

a. 提供服务、分销、营销、销售和交付服务；b. 购买、使用或支付服务；c.接入和使用与提供服务相关的分销、运输或电信网络和服务；d. 另一方服务提供者在其领土内的存在；或

e. requiring a bond or other form of financial security as a condition for providing a service.

2. This Chapter does not apply to:

a. a financial service as defined in Chapter Twelve (Financial Services);

b. an air service or related service in support of air services, other than:

i. an aircraft repair and maintenance service,

ii. the selling or marketing of an air transport service, or

iii. a computer reservation system (CRS) service;

c. procurement by a Party or a state enterprise; or

d. a subsidy or grant provided by a Party or a state enterprise, including a government-supported loan, guarantee or insurance.

3. This Chapter does not impose an obligation on a Party with respect to a national of the other Party seeking access to its employment market, or employed on a permanent basis in its

e. 将提供服务的保证金或其他形式的金融担保作为条件。

2. 本章不适用于：

a. 根据第十二章（金融服务）定义的金融服务；b. 支持航空服务的航空服务或相关服务，但不包括：

i. 飞机维修保养服务、ii. 航空运输服务的销售或营销，或iii. 计算机预订系统（CRS）服务；

c. 一方或国有企业的采购；或d. 一方或国有企业提供的补贴或拨款，包括政府支持贷款、担保或保险。

3. 本章不要求一方对寻求准入另一方就业市场或在其领土上永久就业的另一方国民施加义务，也不授予该国民与该准入或就业相关的任何权利。

territory, or confer any right on that national with respect to that access or employment.

领土，或授予该国民与该准入或就业相关的任何权利。

Article 10.03: National Treatment

第10.03条：国民待遇

1. Each Party shall accord to a service provider of the other Party treatment no less favourable than that it accords in like circumstances to its own service providers.

1. 每一方应给予另一方服务提供者的待遇，不得低于其在类似情况下给予其自身服务提供者的待遇。

2. The treatment accorded by a Party under paragraph 1 means, with respect to a measure adopted or maintained by a sub-national government, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that sub-national government to service providers of the Party of which it forms a part.

2. 一方根据第1段授予的待遇，在涉及次国家政府采取或维持的措施时，意味着在类似情况下，该次国家政府给予其所属一方服务提供者的最惠国待遇。

3. The treatment accorded by a Party under paragraph 1 extends to a relevant service provided by that service provider.

3. 一方根据第1段授予的待遇，适用于该服务提供者提供的相关服务。

Article 10.04: Most-Favoured-Nation Treatment

第10.04条：最惠国待遇

1. Each Party shall accord to a service provider of the other Party treatment no less favourable than that it accords in like circumstances to service providers of a non-Party.

1. 每一方应给予另一方的服务提供者不低于其给予非一方服务提供者在类似情况下的待遇。

2. The treatment accorded by a Party under paragraph 1 extends to a relevant service provided by that service provider.

Article 10.05: Market Access

A Party may not adopt or maintain a measure that:

- imposes limitations on:
    - the number of service providers, whether in the form of a numerical quota, monopoly, exclusive service provider or by requiring an economic needs test,
    - the total value of service transactions or assets in the form of a numerical quota or the requirement of an economic needs test,
    - the total number of service operations or the total quantity of service output expressed in terms of a designated numerical unit in the form of a quota or the requirement of an economic needs test, or
    - the total number of natural persons that may be employed in a particular service sector or that a service provider may employ and who are necessary for, and directly related to, the provision of a specific service in the

2. 根据第1段给予的待遇扩展至该服务提供者提供的相关服务。

第10.05条：市场准入

一方不得采取或维持一项措施，该措施：

- 对以下方面施加限制：
    - 服务提供者的数量，无论是以数量配额、垄断、独家服务提供者或要求经济需求测试的形式，服务交易的总价值或以数量配额形式存在的资产或要求经济需求测试的要求，服务运营的总数量或以配额形式指定的数值单位表示的服务产出总量或要求经济需求测试的要求，或特定服务部门中可能雇用的自然人总数或服务提供者可能雇用且对于提供特定服务是必要且直接相关的自然人数，
    -
    -

form of a numerical quota or the requirement of an economic needs test; or

以数量配额形式或要求经济需求测试的形式；或

- restricts or requires a specific type of legal entity or joint venture through which a service provider may provide a service.

- 限制或要求特定的法律实体或合资企业，通过该实体或企业，服务提供者可以提供服务。

Article 10.06: Local Presence

第10.06条：本地存在

A Party may not require as a condition for the cross -border provision of a service that a service provider of the other Party:

一方不得要求另一方提供服务提供者为条件，要求该服务提供者在另一方领土内设立或维持代表处或企业；或要求其在另一方领土内居住。

- establish or maintain a representative office or an enterprise in its territory; or
- be resident in its territory.

- 建立或维持代表处或企业在其领土内；或居住在其领土内。

Article 10.07: Reservations

第10.07条：保留

1. Articles 10.03, 10.04, 10.05 and 10.06 do not apply to:

1. 第10.03、10.04、10.05和10.06条不适用于：

   a. an existing non-conforming measure that is maintained by a Party at the level of the:

   a. 一方维持的有效非符合性措施，该措施在：

      i. national government as set out in its Schedule to Annex I, or
      ii. a sub -national government;

      i. 根据其附件I清单中规定设立的国家政府，或ii. 次国家政府；

b. the continuation or prompt renewal of a non-conforming measure referred to in subparagraph (a); or

b. 所指(a)分项条款中非符合性措施的延续或及时续期；或

c. an amendment to a non-conforming measure referred to in subparagraph (a) provided that this amendment does not decrease the conformity of the measure as it existed immediately before the amendment, with Articles 10.03, 10.04, 10.05 and 10.06.

c. 对(a)项中提到的非符合性措施的一项修正，前提是该修正并未降低该措施在修正前的符合性，与第10.03、10.04、10.05和10.06条。

2. Articles 10.03, 10.04, 10.05 and 10.06 do not apply to a measure that a Party adopts or maintains with respect to a sector, subsector or activity, as set out in its Schedule to Annex II.

2. 第10.03、10.04、10.05和10.06条不适用于一方根据其附件II清单所规定的方式采纳或维持的关于一个部门、子部门或活动的措施。

Article 10.08: Domestic Regulation

第10.08条：国内法规

The Parties note their mutual obligations related to domestic regulation in Article VI:4 of the GATS and affirm their commitment to develop necessary disciplines under Article VI:4. If any of those disciplines are adopted by the WTO Members, the Parties will, as appropriate, jointly review them to determine whether this Article needs to be supplemented.

缔约方注意到其就服务贸易总协定第六条第四款中的国内法规所涉及的相互义务，并重申其致力于根据第六条第四款制定必要纪律的承诺。如果这些纪律被世界贸易组织成员采用，缔约方将根据适当情况联合审查它们，以确定本条是否需要补充。

Article 10.09: Recognition

第10.09条：承认

1. For the purposes of fulfillment, in whole or in part, of its standards or criteria for the authorization, licensing or certification of services providers, and subject to the requirements of paragraph 3, a Party may recognize the education or experience obtained, requirements met, or licenses or certifications granted in a particular country. That recognition, which may be achieved through harmonization or otherwise, may be based on an agreement or arrangement with the country concerned or may be accorded autonomously.

1. 为实现其关于服务提供者授权、许可或认证的标准或标准的目的，在部分或全部满足第3段的要求的情况下，一方可以承认在一个特定国家获得的、满足的要求或授予的许可证或认证的教育或经验。这种承认可以通过协调或其他方式实现，可以基于与有关国家的协议或安排，也可以自主给予。

2. A Party that is a party to an agreement or arrangement of the type referred to in paragraph 1, whether existing or future, shall afford adequate opportunity for the other Party, if the other Party is interested, to negotiate its accession to that agreement or arrangement or to negotiate a comparable agreement or arrangement. Where a Party accords recognition autonomously, it shall afford adequate opportunity for the other Party to demonstrate that education, experience, licences or certifications obtained or requirements met in that other Party's territory should be recognized.

2. 一方参与第1段所述类型的协议或安排，无论是有效的还是未来的，如果另一方有兴趣，应为其提供充分的机会加入该协议或安排或协商一个相当的协议或安排。当一方自主给予承认时，应为其提供充分的机会证明其在另一方领土内获得的教育、经验、许可证或认证或满足的要求应予承认。

3. A Party shall not accord recognition in a manner that would constitute a means of discrimination between countries in the application of its standards or criteria for the authorization,

3. 一方不得以构成对其标准或授权的标准和标准在各国应用中的歧视手段的方式给予承认。

licensing or certification of services providers, or a disguised restriction on trade in services.

服务的许可或认证，或伪装的贸易限制。

4. The Parties shall encourage their relevant professional service bodies in their respective territories to:

4. 缔约方应鼓励其在各自领土内的相关专业服务机构：

- exchange information on existing standards and criteria for the authorization, licensing and certification of professional service providers; and
- consider the use of the standards and criteria of Annex 10.09 in discussions for a potential agreement or arrangement referred to in paragraph 1.

- 交流有关专业服务提供者授权、许可和认证的现有标准和标准；并考虑在有关第1段所述的潜在协议或安排的讨论中使用附件1 0.09的标准和标准。

Article 10.10: Denial of Benefits

第10.10条：拒绝利益

Subject to prior notification in accordance with Article 20.03 (Transparency – Notification and Provision of Information):

根据第20.03条（透明度——通知和信息提供）事先通知：

- the benefits of this Chapter shall be denied to a service provider of the other Party where the Party establishes that the service is being provided by an enterprise owned or controlled by a national of a non-Party, and the denying Party adopts or maintains a measure with respect to the non-Party that prohibits transactions with the enterprise or that would be

- 本章的利益应被否认给另一方的服务提供者，其中一方建立该服务是由一个由非一方国民拥有或控制的企业提供的，并且否认方采纳或维持一项针对非一方的措施，该措施禁止与该企业进行交易，或者如果本章的利益给予该企业，则该措施将被违反或规避；并且

violated or circumvented if the benefits of this Chapter were accorded to the enterprise; and

- a Party may deny the benefits of this Chapter to a service provider of the other Party if the service provider is an enterprise owned or controlled by a person of a non-Party that has no substantial business activities in the territory of the other Party.

如果本章的利益被授予企业，则会被违反或规避；和

- 一方可以拒绝向另一方领土内无实质性业务活动的非一方人士拥有或控制的企业所提供服务提供者提供本章的利益。

Article 10.11: Transfers and Payments

1. Each Party shall permit transfers and payments relating to the cross -border provision of services to be made freely and without delay into and out of its territory.

2. Each Party shall permit transfers and payments relating to the cross -border provision of services to be made in a freely usable currency at the market rate of exchange prevailing on the date of transfer.

3. Notwithstanding paragraphs 1 and 2, a Party may prevent or delay a transfer or payment through the equitable, non-discriminatory, and good faith application of its domestic law relating to:

第10.11条：转让和支付

1. 每一方应允许跨境提供服务的转让和支付自由且无延迟地进入和离开其领土。

2. 每一方应允许跨境提供服务的转让和支付以自由使用货币在转让日期适用的市场汇率进行。

3. 尽管有第1段和第2段的规定，一方可以通过对其国内有关破产、资不抵债或债权人权利保护的法律法规进行公平、非歧视和善意的适用，来阻止或延迟转移或支付；通过发行、交易或交易证券、期货、期权或衍生品；在必要时对转移进行财务报告或记录保存以协助执法或金融监管机构；刑事或刑事犯罪；或确保遵守司法或行政程序中的裁决或判决。

- bankruptcy, insolvency or the protection of the rights of a creditor;
- issuing, trading, or dealing in securities, futures, options or derivatives;
- financial reporting or record keeping of transfers when necessary to assist law enforcement or financial regulatory authorities;
- a criminal or penal offence; or
- ensuring compliance with an order orjudgment injudicial or administrative proceedings.

- 破产、资不抵债或债权人权利保护；发行、交易或交易证券、期货、期权或衍生品；在必要时对转移进行财务报告或记录保存以协助执法或金融监管机构；刑事或刑事犯罪；或确保遵守司法或行政程序中的裁决或判决。
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Annex 10.09 – Professional Services

1.Development of Professional Standards

The Parties shall encourage the relevant professional bodies in their respective territories to develop mutually acceptable standards and criteria for licensing and certification of professional service providers and to provide recommendations on mutual recognition to the Commission.

2.The standards and criteria referred to in paragraph 1 may be developed with regard to the following matters:

附件10.09 – 专业服务

1.专业标准发展

缔约方应鼓励其在各自领土内的相关专业机构制定相互可接受的标准和认证专业服务提供者的标准，并向委员会提供关于相互承认的建议。

2.第1段中提到的标准和标准可能涉及以下事项：

- *education – accreditation of schools or academic programs;*
- *examinations – qualifying examinations for licensing, including alternative methods of assessment such as oral examinations and interviews;*
- *experience – length and nature of experience required for licensing;*
- *conduct and ethics – standards of professional conduct and the nature of disciplinary action for non-conformity with those standards;*
- *professional development and re-certification – continuing education and ongoing requirements to maintain professional certification;*
- *scope of practice – extent of permissible activities or limitations on permissible activities;*
- *local knowledge – requirements for knowledge of such matters as local laws, regulations, language, geography or climate; and*
- *consumer protection – alternatives to nationality or residency requirements to protect consumers, including*

- 教育——学校或学术项目的认证；考试——用于许可的资格考试，包括评估替代方法，如口试和面试；经验——许可所需的经验长度和性质；行为和道德——职业行为标准和与这些标准不一致时的纪律处分性质；专业发展和再认证——继续教育和维持专业认证
- 的持续要求；执业范围——允许活动或允许活动的限制范围；地方知识——对地方法律、法规、语言、地理或气候等事项的知识要求；以及消费者保护——保护消费者的国籍或居住权要求的替代方案，包括
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bonding, professional liability insurance and client restitution funds.

绑定、职业责任保险和客户赔偿资金。

3. On receipt of a recommendation referred to in paragraph 1, the Commission shall review the recommendation within a reasonable time to determine whether it is consistent with this Agreement. If the Commission determines that the recommendation is consistent with this Agreement, each Party shall encourage its respective competent authorities, where appropriate, to implement the recommendation within a time determined by the Parties.

3. 收到第1段所述的建议后，委员会应在合理的时间内审查该建议，以确定其是否符合本协议。如果委员会确定该建议符合本协议，每一方应鼓励其各自的主管当局，在适当的情况下，在由缔约方确定的时间内实施该建议。

4. Temporary licensing

If the Parties decide, each Party shall encourage the relevant bodies in its territory to develop procedures for the temporary licensing of a professional service provider of the other Party.

4. 临时许可

如果缔约方决定，每一方应鼓励其领土内的相关机构制定其他方专业服务提供者的临时许可程序。

Text of the Canada–Panama Free trade agreement – Chapter eleven: Telecommunications

加拿大-巴拿马自由贸易协定文本 – 第十一章：电信

Article 11.01: Definitions

For purposes of this Chapter:

第11.01条：定义

为了本章的目的：

cost-oriented *means based on cost, including a reasonable profit, and may involve different cost methodologies for different facilities or services;*

成本导向是指基于成本，包括合理的利润，并且可能涉及不同设施或服务的不同成本方法；

end-user *means a final consumer of or subscriber to a public telecommunications transport service, including a service supplier other than a supplier of public telecommunications transport services;*

最终用户是指公共电信传输服务的最终消费者或订户，包括公共电信传输服务供应商以外的服务供应商；**企业**是指第1.01条（初始条款和一般定义——一般应用定义）中定义的“企业”以及企业的分支机构；

enterprise *means an "enterprise" as defined in Article 1.01 (Initial Provisions and General Definitions – Definitions of General Application) and a branch of an enterprise;*

essential facilities *means facilities of a public telecommunications transport network or service that:*

基本设施是指公共电信传输网络或服务的设施，其：

- *are exclusively or predominantly provided by a single or a limited number of suppliers; and*
- *cannot feasibly be economically or technically substituted in order to supply a service;*

- 由单一供应商或有限数量的供应商独家或主要提供；并且在经济或技术上无法实际替代以供应服务；
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interconnection *means linking suppliers providing a public telecommunications transport service to allow the users of one supplier to communicate with users of another supplier and to access a service provided by another supplier;*

互联互通是指将提供公共电信传输服务的供应商连接起来，以允许一个供应商的用户与另一个供应商的用户进行通信，并接入另一个供应商提供的服务；

intra-corporate communications *means telecommunications through which a company communicates within the company or with or among its subsidiaries, branches and, subject to a Party's domestic law, affiliates, but does not include a commercial or non-commercial service that is supplied to a company that is not a related subsidiary, branch or affiliate or that is offered to a customer or potential customer; for purposes of this definition, "subsidiaries", "branches" and, where applicable, "affiliates" are as defined by each Party in its domestic law;*

公司内部通讯是指公司内部或与或其子公司、分支机构之间进行的电信通信，但包括向不是关联子公司、分支机构或关联公司的公司提供的商业或非商业服务，或向客户或潜在客户提供的商业或非商业服务；在本定义中，“子公司”、“分支机构”和，如适用，“关联公司”由每一方在其国内法中定义；

leased circuits *means telecommunications facilities between two or more designated points that are set aside for the dedicated use of or availability to a particular customer or other users of the customer's choosing;*

租用电路 是指两个或多个指定点之间的电信设施，这些设施被保留用于特定客户或其他客户选择的用户的专用使用或可用性；

major supplier *means a supplier that has the ability to materially affect the terms of participation having regard to price and supply in the relevant market for public telecommunications transport networks or services as a result of:*

主要供应商 是指能够实质性地影响公共电信传输网络或服务在相关市场中的参与条款的供应商，该影响是由于以下原因造成的：

- *control over essential facilities; or*
- *the use of its position in the market;*

- 对基本设施的控制；或
- 利用其市场地位；

network termination point *means the final demarcation of the public telecommunications transport network at the user's premises;*

网络终端点 是指用户场所的公共电信传输网络的最终分界点；

non-discriminatory *means treatment no less favourable than that accorded to another user of like public telecommunications transport networks or services in like circumstances;*

public telecommunications transport network *means the public telecommunications infrastructure that permits telecommunications between and among defined network termination points;*

public telecommunications transport service *means a telecommunications transport service required, explicitly or in effect, by a Party to be offered to the public generally that involves the real-time transmission of customer-supplied information between two or more points without an end-to-end change in the form or content of the customer's information. Such services may include, inter alia, telegraph, telephone, telex and data transmission;*

regulatory body *means the national body of a Party that is responsible for the regulation of telecommunications;*

service supplier *means a person of a Party who is seeking to supply or who supplies a service, including a supplier of a telecommunications transport network or service;*

supply of a service *means providing a service:*

非歧视性 是指不低于向处于类似情况下的另一用户提供的类似公共电信传输网络或服务的待遇；**公共电信传输网络** 是指允许在定义的网络终端点之间和之间进行电信传输的公共电信基础设施；**公共电信传输服务** 是指一方明确或实际上要求向公众普遍提供的电信传输服务，该服务涉及在两个或多个点之间实时传输客户提供的信息，而客户的信息形式或内容在端到端时没有变化。此类服务包括但不限于电报、电话、电传和数据传输；**监管机构** 是指一方负责电信监管的国家机构；**服务供应商** 是指一方寻求提供或提供服务的个人，包括电信传输网络或服务的供应商；**服务提供** 是指提供服务：

- from the territory of a Party into the territory of the other Party;
- in the territory of a Party by a person of that Party to a person of the other Party;
- by a service supplier of a Party, through an enterprise in the territory of the other Party; or
- by a national of a Party in the territory of the other Party;

user means an end -user or a supplier of a public telecommunications transport service; and

value-added service means a service that adds value to public telecommunications transport services through enhanced functionality, by:

- acting on the format, content, code, protocol or similar aspects of a customer's transmitted information;
- providing a customer with additional, different or restructured information; or
- providing a customer interaction with stored information.

Article 11.02: Scope of Application

1. This Chapter applies to:

- 从一方领土进入另一方领土；在一方领土内，由该方个人向另一方个人提供；由一方服务供应商通过位于另一方领土内的企业提供；或由一方国民在另一方领土内提供；
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用户 means an end-user or a supplier of a public telecommunications transport service; and

增值服务是指为公共<value>价值</value>增加的服务

电信传输服务通过增强

功能，由：

- 就客户传输信息的形式、内容、代码、协议或类似方面采取行动；向客户提供附加、不同或重组信息；或为客户提供与存储信息相关的互动。
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第11.02条：适用范围

1. 本章适用于：

- a measure adopted or maintained by a Party in relation to accessing and using a public telecommunications transport network or service;
- a measure adopted or maintained by a Party relating to an obligation of a supplier of a public telecommunications transport network or service;
- any other measure adopted or maintained by a Party relating to a public telecommunications transport network or service; and
- a measure adopted or maintained by a Party relating to the supply of a value -added service.

2. This Chapter does not apply to a measure of a Party affecting the transmission by electromagnetic means, including broadcast and cable distribution, of radio or television programming intended for reception by the public.

3. This Chapter does not:

    - require a Party to authorize a service supplier of the other Party to establish, construct, acquire, lease, operate or supply a telecommunications transport network or

- 一方为获取和使用公共电信传输网络或服务而采取或维持的措施；
- 一方采取或维持的与公共电信传输网络或服务供应商的义务相关的措施；一方采取或维持的与公共电信传输网络或服务相关的任何其他措施；以及一方采取或维持的与增值服务供应相关的措施。
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2. 本章不适用于一方影响电磁方式传输，包括广播和有线电视分配，旨在供公众接收的无线电或电视节目 measures。

3. 本章不：

    - 要求一方授权另一方的服务供应商建立、建设、获取、租赁、运营或供应电信传输网络或

service, other than as specifically provided in this Agreement;

- require a Party to establish, construct, acquire, lease, operate or supply a telecommunications transport network or service not offered to the public generally; or
- require a Party to compel a service supplier to establish, construct, acquire, lease, operate or supply a telecommunications transport network or service not offered to the public generally.

服务，除非本协议中另有具体规定；

- 要求一方建立、建设、获取、租赁、运营或供应一个未向公众普遍提供的电信传输网络或服务；或要求一方强制服务供应商建立、建设、获取、租赁、运营或供应一个未向公众普遍提供的电信传输网络或服务。
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Article 11.03: Access to and Use of Public Telecommunications Transport Networks or Services

1. Subject to a Party's right to restrict the supply of a service in accordance with the reservations in its Schedule to Annex I or II, a Party shall ensure that an enterprise of the other Party is accorded access to and use of a public telecommunications transport network or sfervice on reasonable and non-discriminatory terms and conditions, including as set out in paragraphs 2 through 7.

第11.03条：公共电信传输网络或服务的准入和使用

1.根据附件I或II中其清单所列的保留，一方有权限制服务供应，在此情况下，一方应确保另一方的企业能在合理和非歧视性的条款和条件下获得公共电信传输网络或服务的准入和使用，包括第2段至第7段所述的条款。

2. Each Party shall ensure that an enterprise of the other Party has access to and use of a public telecommunications transport network or service offered within or across its borders, including private leased circuits, and to this end shall ensure, subject to paragraphs 6 and 7, that the enterprise is permitted to:

- purchase, or lease, and attach terminal or other equipment that interfaces with a public telecommunications transport network;
- interconnect private leased or owned circuits with a public telecommunications transport network and service in the territory, or across the borders, of that Party or with circuits leased or owned by another enterprise;
- use an operating protocol of its choice; and
- perform a switching, signalling or processing function.

3. Each Party shall ensure that an enterprise of the other Party may use a public telecommunications transport network and service for the movement of information in its territory or across its borders, including for intra-corporate communications of such enterprises, and for access to information contained in a database or otherwise stored in machine-readable form in the territory of either Party.

2. 每一方应确保另一方的企业能获得在其境内或境外提供的公共电信传输网络或服务的准入和使用，包括私有租用电路，为此，每一方应确保该企业获准：

- 购买、租赁，并连接与公共电信传输网络接口的终端或其他设备；
- 与该一方领土内的公共电信传输网络和服务互连私有租用或拥有的电路，或跨越该一方边境，或与另一企业租用或拥有的电路互连；使用其选择的操作协议；并执行交换、信令或处理功能。
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3. 每一方应确保另一方的企业可在其领土内或跨越其边境使用公共电信传输网络和服务进行信息传输，包括该等企业的企业内部通信，以及访问位于任何一方领土内以数据库形式或其他机器可读形式存储的信息。

4. Further to Article 23.02 (Exceptions – General Exceptions), a Party may take a measure necessary to:

- ensure the security and confidentiality of messages; or
- protect the privacy of users of public telecommunications transport services.

5. A measure taken under paragraph 4 may not be applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination or a disguised restriction on trade.

6. Each Party shall ensure that no condition is imposed on access to and use of a public telecommunications transport network or service other than as necessary to:

- safeguard the public service responsibilities of suppliers of a public telecommunications transport network or service, in particular their ability to make their networks or services available to the public generally;
- protect the technical integrity of a public telecommunications transport network or service; or
- ensure that a service supplier of the other Party does not supply a service limited by a Party's reservations in its Schedule to Annex I or II.

4. 根据第23.02条（例外 - 一般例外），一方可采取必要措施：

- 确保消息的安全性和保密性；或保护公共电信传输服务用户的隐私。
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5. 第4段规定的措施不得以任意或不合理的歧视方式或伪装的贸易限制方式实施。

6. 每一方应确保，除为以下目的所必需外，不得对公共电信传输网络或服务的准入和使用施加任何条件：

- 保护公共电信传输网络或服务的供应商的公共服务责任，特别是它们向公众普遍提供其网络或服务的能力；
- 保护公共电信传输网络或服务的专业技术完整性；或确保另一方的服务供应商不向附件I或II的清单中受一方保留限制的服务进行供应。
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7. *Provided that they satisfy the criteria in paragraph 6, conditions for access to and use of a public telecommunications transport network or service may include:*

- *a restriction on resale or shared use of that service; the Parties understand that in Panama, resale of mobile cellular and personal communications services is at the discretion and prior approval of the licensed provider;*
- *a requirement to use a specified technical interface, including an interface protocol, for interconnection with that network or service;*
- *a requirement, where necessary, for the inter-operability of that service;*
- *type approval of terminal or other equipment that interfaces with the network and technical requirements relating to the attachment of that equipment to the network;*
- *a restriction on interconnection of private leased or owned circuits with that network or service or with circuits leased or owned by another enterprise; and*
- *notification, registration and licensing.*

7. 在满足第6段的标准的前提下，准入和公共电信传输网络或服务的使用条件可包括：

- 对转售或共享使用该服务的限制；缔约方理解，在巴拿马，移动蜂窝和个人通信服务的转售由许可提供商自行决定并需事先批准；
- 要求使用指定的技术接口，包括接口协议，以便与该网络或服务互联互通；
- 要求，如有必要，该服务的互操作性；
- 终端或其他与网络接口的设备的型号批准；与该网络或服务或由另一企业租用或拥有的电路的互联互通的限制；以及通知、注册和许可。

Article 11.04: Procedures for Licences or Concessions

Where a Party requires a supplier to have a licence or concession to supply a public telecommunications transport network or service, that Party shall ensure that:

- once the application is considered complete, a decision whether to grant the licence or concession is made within the period required by each Party; and
- the reasons for any denial will be communicated to the applicant, according to each Party's procedures.

第11.04条：许可证或特许权的程序

如果一方要求供应商拥有供应公共电信传输网络或服务的许可证或特许权，该一方应确保：

- 一旦申请被视为完整，决定是否拨款许可证或特许权将在每一方要求的期限内作出；并且任何拒绝的理由将根据每一方的程序通知申请人。
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Article 11.05: Conduct of Major Suppliers

Competitive Safeguards

1. Each Party shall maintain appropriate measures for the purpose of preventing suppliers that, alone or together, are a major supplier from engaging in or continuing anti-competitive practices.

2. The anti-competitive practices referred to in paragraph 1 include:

    - engaging in anti-competitive cross -subsidization;

第11.05条：主要供应商的行为

竞争保障措施

1. 每一方应维持适当措施，以防止单独或共同构成主要供应商的供应商从事或继续从事反竞争行为。

2.第1段所指的反竞争行为包括：

- 从事反竞争交叉补贴；

- using information obtained from competitors with anti-competitive results; and
- not making available to another service supplier, on a timely basis, technical information about essential facilities and commercially relevant information that is necessary for that service supplier to provide a service.

Interconnection

1.

Subject to a Party's reservations in its Schedule to Annex I or II, each Party shall ensure that a major supplier provides interconnection:

2.

- at any technically feasible point in the network;
- under non-discriminatory terms, conditions (including technical standards and specifications) and rates;
- of a quality no less favourable than that provided to its own like services, for like services of non-affiliated service suppliers, or of its subsidiaries or other affiliates;

- 使用从竞争对手处获得的具有反竞争结果的信息；并且不为另一服务供应商及时提供关于基本设施和商业相关信息的技术信息，这些信息对该服务供应商提供服务是必要的。
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互联互通

1.

在每一方根据其附件I或II的日程提出的保留的前提下，每一方应确保主要供应商提供互联互通：

2.在任何技术上可行的网络节点上；以非歧视性条款、条件（包括技术标准和规范）和费率；质量不低于其自身类似服务、非关联服务供应商的类似服务，或其子公司或其他附属机构所提供的服务；

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- in a timely fashion, on terms, conditions (including technical standards and specifications) and cost -oriented rates that are:
    - transparent and reasonable, having regard to economic feasibility, and
    - sufficiently unbundled so that the supplier need not pay for network components or facilities that it does not require for the service to be provided; and
- upon request, at points in addition to the network termination points offered to the majority of users, subject to charges that reflect the cost of construction of necessary additional facilities.

- 及时地，以条款、条件（包括技术标准和规范）和以成本为导向的费率，这些费率为：
    - 透明且合理，考虑到经济可行性，并充分解绑，以便供应商无需支付其提供服务所不需要的网络组件或设施；以及
    -
- 应请求，在网络接入点之外提供网络终端点，这些网络接入点除大多数用户外还提供，且费用应反映必要附加设施的建设成本。

Article 11.06: Universal Service

1. Each Party has the right to define the universal service obligation it wishes to adopt or maintain.
2. Each Party shall administer any universal service obligation that it adopts or maintains in a transparent, non-discriminatory and competitively neutral manner and shall ensure that a universal service obligation is not more burdensome than necessary for the kind of universal service that it has defined.

第11.06条：普遍服务

1. 每一方有权定义其希望采用或维持的普遍服务义务。
2. 每一方应以透明、非歧视和竞争中性方式管理其采纳或维持的普遍服务义务，并应确保普遍服务义务的负担不超过其定义的普遍服务类型所必需的程度。

Article 11.07: Allocation and Use of Scarce Resources

1. Each Party shall administer its procedures for the allocation and use of scarce resources, including frequencies, numbers and rights of way, in an objective, timely, transparent and non-discriminatory manner.

2. Notwithstanding Article 10.05 (Cross-Border Trade in Services – Market Access), a Party may adopt or maintain a measure allocating and assigning spectrum and managing frequencies. Accordingly, each Party retains the right to establish and apply its spectrum and frequency management policies that may limit the number of suppliers of a public telecommunications transport service. Each Party also retains the right to allocate frequency bands taking into account present and future needs.

第11.07条：稀缺资源的分配和使用

1. 每一方应以客观、及时、透明和非歧视的方式管理其稀缺资源分配和使用程序，包括频率、数量和通道权。

2. 尽管有第10.05条（跨境服务贸易——市场准入）的规定，一方可以采用或维持一项分配频谱和管理频率的措施。因此，每一方保留建立和实施其频谱和频率管理政策的权利，这些政策可能限制公共电信传输服务的供应商数量。每一方还保留根据当前和未来需求分配频段的权利。

Article 11.08: Regulatory Body

1. Each Party shall ensure that its regulatory body is separate from, and not accountable to, a supplier of a public telecommunications transport network or service or value-added service.

第11.08条：监管机构

1. 每一方应确保其监管机构与公共电信传输网络或服务或增值服务的供应商分离，且不对该供应商负责。

2. Each Party shall ensure that its regulatory body's decisions and procedures are impartial with respect to market participants.

Article 11.09: Enforcement

Each Party shall maintain appropriate procedures and authority to enforce compliance with the Party's domestic measures relating to the obligations in Articles 11.03 and 11.05. Those procedures shall include the ability to impose appropriate sanctions, which may include financial penalties, corrective orders or the modification, suspension or revocation of licences.

Article 11.10: Resolution of Domestic Telecommunication Disputes

Recourse to Regulatory Bodies

1.Further to Articles 20.04 (Transparency – Administrative Proceedings) and 20.05 (Transparency – Review and Appeal), each Party shall ensure that:

- a supplier of a public telecommunications transport network or service or value -added service of the other Party has timely recourse to its regulatory body to resolve disputes regarding a measure that relate to matters

2. 每一方应确保其监管机构的决定和程序对市场参与者公正。

第11.09条：执行

每一方应维持适当的程序和权力，以执行与第11.03条和第11.05条中的义务相关的本方国内措施。这些程序应包括施加适当制裁的能力，这些制裁可能包括财务处罚、纠正指令或许可证的修改、暂停或撤销。

第11.10条：国内电信争议解决

向监管机构申诉

1. 根据第20.04条（透明度——行政程序）和第20.05条（透明度——审查和上诉），每一方应确保：

- 另一方的公共电信传输网络或服务或增值服务的供应商可及时向其监管机构寻求救济，以解决与措施相关的争议事项

covered in Articles 11.03 and 11.05 and that, under the domestic law of the Party, are within the regulatory body's jurisdiction; and

涉及第11.03条和第11.05条所述内容，并且在该方国内法中属于监管机构管辖范围；以及

- a supplier of a public telecommunications transport network or service of the other Party requesting interconnection with a major supplier in the Party's territory has recourse, within a reasonable and publicly specified period after the supplier requests interconnection, to its regulatory body to resolve disputes regarding the appropriate terms, conditions and rates for interconnection with that major supplier.

- 一方公共电信传输网络或服务的供应商，请求与该方领土内主要供应商互连，在供应商请求互连后的合理且公开指定的期限内，可向其监管机构寻求复核，以解决与该主要供应商互连的适当条款、条件和费率相关的争议。

Reconsideration

复核

2.Each Party shall ensure that a supplier of public telecommunications transport networks or services or value -added services aggrieved by the determination or decision of a regulatory body may petition that body for reconsideration of that determination or decision.

2. 每一方应确保公共电信传输网络或服务或增值服务的供应商因监管机构的决定或裁决而受到损害时，可以请求该机构复核该决定或裁决。

3.Paragraph 2 does not apply:

3 .第2段不适用：

- with respect to Canada, to a determination or decision related to the establishment and application of spectrum and frequency management policies;
- with respect to Panama, to a determination or decision related to the establishment and application of rulings of general application, as defined in Article 20.01 (Transparency – Definitions).

Article 11.11: Transparency

1. Further to Articles 20.02 (Transparency – Publication) and 20.03 (Transparency – Notification and Provision of Information), and in addition to the other provisions in this Chapter relating to the publication of information, each Party shall make publicly available:

- relevant procedures of its regulatory body, including those related to interconnection and licensing;
- licensing criteria, the terms and conditions for licences, and the period of time normally required to reach a decision concerning an application for a licence;

- 就加拿大而言，与频谱和频率管理政策的设立和应用相关的决定或裁决；
- 关于巴拿马，与第20.01条（透明度——定义）中定义的普遍适用裁决的设立和应用相关的决定或裁决有关。

第11.11条：透明度

1.根据第20.02条（透明度——发布）和第20.03条（透明度——通知和信息提供）的规定，并补充本章中关于信息发布的其他规定，每一方应公开提供：

- 其监管机构的有关规定，包括与互联互通和许可相关的规定；许可标准、许可条款和条件，以及通常需要的时间以做出关于许可申请的决定；
-

- the current state of allocated frequency bands, but detailed identification of frequencies allocated for specific government use is not required;
- its measures relating to public telecommunications transport networks or services and, where applicable, value-added services, including:
    - tariffs and other terms and conditions of service, specifications of technical interfaces, conditions for attaching terminal or other equipment to a public telecommunications transport network, and
    - notification, permit, registration or licensing requirements, if any; and
    - information on bodies responsible for preparing, amending and adopting standards-related measures.

2. Each Party shall, upon request, make available an interconnection agreement in force between a major supplier in its territory and another supplier of a public telecommunications transport service in its territory to the

- 当前分配的频段状态，但不需要详细识别分配给特定政府使用的频率；
- 其与公共电信传输网络或服务相关的措施，以及适用的增值服务，包括：
    - 关税和其他服务条款和条件、技术接口规范、将终端或其他设备连接到公共电信传输网络的条件，以及通知、许可证、注册或许可要求，如有；和
    -
    - 关于负责制定、修订和采用标准相关措施的标准机构的信息。

2. 每一方应根据请求，向其他方提供其领土内一家主要供应商与另一家公共电信传输服务供应商之间有效的互联协议

others suppliers of public telecommunications transport services of each Party.

Article 11.12: Forbearance

The Parties recognize the importance of relying on market forces to achieve wide choices in the supply of telecommunications services. To this end, each Party may refrain from applying a regulation to a telecommunications service when:

- enforcement of that regulation is not necessary to prevent an unreasonable or discriminatory practice;
- enforcement of that regulation is not necessary to protect consumers; or
- it is consistent with the public interest, including promoting and enhancing competition between suppliers of a public telecommunications transport network or service.

Article 11.13: Relation to Other Chapters

In the event of an inconsistency between this Chapter and another Chapter in this Agreement, this Chapter prevails to the extent of the inconsistency.

的公共电信传输服务供应商。

第11.12条：宽恕

缔约方承认依赖市场力量实现电信服务供应的广泛选择的重要性。为此，每一方在以下情况下可以不将一项法规适用于一项电信服务：

- 该法规的执行不是防止不合理或歧视性做法所必需的；该法规的执行不是保护消费者所必需的；或它符合公共利益，包括促进和增强公共电信传输网络或服务的供应商之间的竞争。
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第11.13条：与其他章节的关系

如果本章与本协议中的其他章节之间存在不一致，本章在不一致范围内优先适用。

Article 11.14: International Standards and Organizations

The Parties recognize the importance of international standards for global compatibility and interoperability of telecommunications networks or services and undertake to promote those standards through the work of relevant international bodies, including the International Telecommunication Union and the International Organization for Standardization.

第11.14条：国际标准和组织

缔约方承认国际标准对于电信网络或服务的全球兼容性和互操作性的重要性，并通过相关国际机构（包括国际电信联盟和国际标准化组织）的工作促进这些标准。

Text of the Canada–Panama Free trade agreement – Chapter twelve: Financial services

加拿大-巴拿马自由贸易协定文本 - 第十二章节：金融服务

Article 12.01: Definitions

For purposes of this Chapter:

Appointing Authority means the Secretary -General, Deputy Secretary -General or next senior member of the staff of the International Centre for Settlement of Investment Disputes who is not a national of either Party;

banking and other financial service (excluding insurance) means:

- acceptance of deposits and other repayable funds from the public;

第12.01条：定义

本章规定如下：

指定机构 是指国际投资争端解决中心的秘书长、副秘书长或高级别工作人员，且不是任何一方的国民；

银行业务及其他金融服务（不包括保险）是指：

- 接受存款和其他可偿还资金来自公众；

- *lending of all types, including consumer credit, mortgage credit, factoring and financing of commercial transactions;*
- *financial leasing;*
- *all payment and money transmission services, including credit, charge and debit cards, travellers cheques, and bankers drafts;*
- *guarantees and commitments;*
- *trading for own account or for account of customers, whether on an exchange, in an over-the -counter market, or otherwise, the following:*
    - *money market instruments (including cheques, bills, certificates of deposit),*
    - *foreign exchange,*
    - *derivative products, including futures and options,*
    - *exchange rate and interest rate instruments, including products such as swaps and forward rate agreements,*
    - *transferable securities, or*
    - *other negotiable instruments and financial assets, including bullion;*
- *participation in issues of all kinds of securities, including underwriting and placement as agent (whether publicly or privately) and provision of services related to such issues;*

- 贷款包括所有类型，包括消费者信用、抵押贷款、保理和商业交易融资；
- 金融租赁；
- 所有支付和资金转移服务，包括信贷、费用和借记卡、旅行支票和银行汇票；
- 担保和承诺；
- 自营账户或客户账户的交易，无论是在交易所、场外市场还是其他方式，包括以下：
    - 货币市场工具（包括支票、票据、存款证明），外汇，衍生产品，包括期货和期权，汇率和利率工具，包括互换和远期利率协议等产品，可转让证券，或其他可转让票据和金融资产，包括贵金属；
- 参与各类证券的发行，包括作为代理人（无论公开或私下）进行的承销和分销，以及提供与此类发行相关的服务；

- money broking;
- asset management, such as cash or portfolio management, all forms of collective investment management, pension fund management, custodial, depository and trust services;
- settlement and clearing services for financial assets, including securities, derivative products and other negotiable instruments;
- provision and transfer of financial information, and financial data processing and related software by suppliers of other financial services; and
- advisory, intermediation, and other auxiliary financial services on all the activities listed in subparagraphs (a) through (k), including credit reference and analysis, investment and portfolio research and advice, advice on acquisitions and on corporate restructuring and strategy;

cross-border financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of the Party and that seeks to supply or supplies a financial service through the cross -border trade in that service;

cross-border trade in financial services or **cross-border supply of financial services** means the supply of a financial service:

- 资金中介；
- 资产管理，例如现金管理或投资组合管理，所有形式的集合投资管理、养老金管理、托管、保管和信托服务；
- 金融资产的结算和清算服务，包括证券、衍生产品和其他可转让票据；
- 提供和转让金融信息，以及其他金融服务供应商提供的金融数据处理和相关软件；以及
- 关于上述第（a）项至第（k）项所列活动的咨询、中介和其他辅助金融服务，包括信用参考和分析、投资和投资组合研究及建议、关于收购的建议、关于公司重组和战略的建议；

一方的跨境金融服务提供者 是指一方人员，该人员从事在方领土内提供金融服务的业务，并寻求通过跨境贸易提供或提供该服务；**跨境金融服务贸易** 或 **跨境金融服务供应** 是指金融服务的供应：

- from the territory of a Party into the territory of the other Party;
- in the territory of a Party by a person of that Party to a person of the other Party; or
- by a national of a Party in the territory of the other Party, but does not include the supply of a service in the territory of a Party by an investment in that territory;

- 从一方领土供应到另一方领土；在一方领土内由该方人员提供给另一方人员；或由一方国民在另一方领土内提供，但不包括在该领土内的投资提供的服务。
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financial institution means a financial intermediary or other enterprise that is authorized to do business and regulated or supervised as a financial institution under the domestic law of the Party in whose territory it is located;

金融机构 是指经授权从事业务，并根据其所在地一方的国内法作为金融机构进行监管或监督的金融中介或其他企业；

financial institution of the other Party means a financial institution, including a branch, located in the territory of a Party that is controlled by a person of the other Party;

另一方的金融机构 是指位于一方领土内、由另一方的个人控制的金融机构，包括分支机构；

financial service means a service of a financial nature, including an insurance or insurance -related service, a banking or other financial service (excluding insurance), or a service incidental or auxiliary to a service of a financial nature;

金融服务 是指具有金融性质的服务，包括保险或与保险相关的服务、银行业务或其他金融服务（不包括保险），或与具有金融性质的服务相关或辅助的服务；

financial service supplier of a Party means a person of a Party that is engaged in the business of supplying a financial service within the territory of that Party;

一方的金融服务提供者 是指在一方领土内从事提供金融服务业务的该方人员；

insurance and insurance-related service means:

- direct insurance (including co -insurance):
    - life, or
    - non-life;
- reinsurance and retrocession;
- insurance intermediation, such as brokerage and agency; or
- service auxiliary to insurance, such as consultancy, actuarial, risk assessment, and claim settlement services;

investment means "investment" as defined in Article 9.01 (Investment – Definitions), except that:

- a loan to a financial institution and a bond, debenture and other debt instrument referred to in paragraph (c) of that definition (a "debt instrument") is an investment only where it is treated as regulatory capital by the Party in whose territory the financial institution is located; and
- a loan granted by a financial institution or debt instrument owned by a financial institution is not an investment unless it is covered by subparagraph (a); and for greater certainty:

保险和相关保险服务 是指:

- 直接保险（包括再保险）：
    - 人寿或非人寿；
    -
- 再保险和转分保；保险中介，如经纪和代理；或保险辅助服务，如咨询、精算、风险评估和理赔服务；
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投资是指根据文章9.01定义的"投资"。

（投资——定义），但:

- 向金融机构提供的贷款，以及该定义第（c）段中提到的债券、债券和其他债务工具（"债务工具"）仅在其被视为位于金融机构所在领土的一方监管资本时才构成投资；和
- 由金融机构提供或属于金融机构的贷款或债务工具，除非属于第（a）项所述情况，否则不构成投资；并且为明确起见:

- a loan to, or debt security issued by, a Party or a state enterprise of that Party is not an investment; and
- a loan granted by or debt instrument owned by a cross-border financial service supplier, other than a loan to or debt instrument issued by a financial institution, is an investment if such loan or debt instrument meets the criteria for investments set out in Article 9.01 (Investment - Definitions);

- 向一方或该一方国有企业的贷款，或由一方或该一方国有企业发行的债务证券不构成投资；并且，跨境金融服务提供者提供的贷款或属于跨境金融服务提供者的债务工具，若该贷款或债务工具符合第9.01条（投资——定义）中规定的投资标准，则构成投资；
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investor of a Party means "investor of a Party" as defined in Article 9.01 (Investment – Definitions);

一方投资者 指根据第9.01条（投资——定义）定义的"一方投资者"；

new financial service means a financial service not supplied in the Party's territory that is supplied within the territory of the other Party, and includes a new form of delivery of a financial service or the sale of a financial product that is not sold in the Party's territory;

新金融服务 指在一方领土之外提供而在另一方领土内提供的金融服务，包括金融服务的交付形式的新形式或销售在一方领土内未销售的金融产品；**一方人员** 指根据第1.01条（初始条款和一般定义——一般应用定义）定义的"一方人员"，并且为了更明确起见，不包括非方企业的分支机构；

person of a Party means "person of a Party" as defined in Article 1.01 (Initial Provisions and General Definitions – Definitions of General Application) and, for greater certainty, does not include a branch of an enterprise of a non-Party;

prudential reasons includes the maintenance of the safety, soundness, integrity, or financial responsibility of individual institutions or cross-border financial service suppliers;

审慎理由包括维护单个机构或跨境金融服务提供者的安全、稳健、完整性或财务责任；

public entity *means a central bank or monetary authority of a Party, or a financial institution owned or controlled by a Party; and*

self-regulatory organization *means a non-governmental body that exercises its own or delegated regulatory or supervisory authority over financial service suppliers or financial institutions, including a securities or futures exchange or market, clearing agency, or other organization or association.*

Article 12.02: Scope of Application

1. *This Chapter applies to a measure adopted or maintained by a Party relating to:*
   - *a financial institution of the other Party;*
   - *an investor of the other Party or an investment of that investor, in a financial institution in the Party's territory; and*
   - *cross -border trade in financial services.*
2. *Chapters Nine (Investment) and Ten (Cross -Border Trade in Services) apply to measures described in paragraph 1 only to the extent that those Chapters are incorporated into this Chapter.*

公共实体指一方的中央银行或货币当局，或由一方拥有或控制的金融机构；并且**自律组织**指非政府机构，其行使自身或被授予的监管或监管权，对金融服务提供者或金融机构进行监管，包括证券或期货交易所或市场、清算机构或其他组织或协会。

第12.02条：适用范围

1. 本章适用于一方采取或维持的与以下内容相关的措施：
   - 另一方的金融机构；另一方的投资者或该投资者的投资，在另一方的领土内的金融机构；以及跨境金融服务贸易。
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2.第九章（投资）和第十章（跨境服务贸易）仅适用于第1段所述的措施，但仅限于这些章节被纳入本章时适用。

3. Articles 9.10 (Investment – Transfers), 9.11 (Investment – Expropriation), 9.15 (Investment – Denial of Benefits), 9.16 (Investment – Health, Safety and Environmental Measures), 9.18 (Investment – Special Formalities and Information Requirements) and 10.10 (Cross -Border Trade in Services – Denial of Benefits) are incorporated into and made a part of this Chapter.

3.第9.10条（投资——转移）、第9.11条（投资——征收）、第9.15条（投资——拒绝利益）、第9.16条（投资——健康、安全和环境措施）、第9.18条（投资——特殊程序和信息要求）以及第10.10条（跨境服务贸易——拒绝利益）被纳入并成为本章的一部分。

4. Section C of Chapter Nine (Investment – Settlement of Disputes between an Investor and the Host Party) is incorporated into and made a part of this Chapter solely for claims that a Party has breached Articles 9.10 (Investment – Transfers), 9.11 (Investment – Expropriation), or 9.15 (Investment – Denial of Benefits) as incorporated into this Chapter, or claims pursuant to Article 9.20(c) (Investment – Claim by an Investor of a Party on Its Own Behalf) or Article 9.21(1)(c) (Investment – Claim by an Investor of a Party on Behalf of an Enterprise).

4. 第九章C节（投资——投资者与东道方之间的争端解决）被纳入并构成本章的一部分，仅适用于一方违反被纳入本章的第9.10条（投资——转移）、第9.11条（投资——征收）或第9.15条（投资——拒绝利益）的索赔，或根据第9.20(c)条（投资——一方投资者以自身名义提出的索赔）或第9.21(1)(c)条（投资——一方投资者代表企业提出的索赔）提出的索赔。

5. Article 10.11 (Cross -Border Trade in Services – Transfers and Payments) is incorporated into and made a part of this Chapter to the extent that cross -border trade in financial services is subject to obligations pursuant to Article 12.06.

5. 第10.11条（跨境贸易服务——转移和支付）被纳入并成为本章的一部分，前提是跨境金融服务受第12.06条规定的义务约束。

6. This Chapter does not prevent a Party, including its public entities from exclusively conducting or providing in its territory:

- activities or services forming part of a public retirement plan or statutory system of social security; or
- activities or services for the account or with the guarantee or using the financial resources of the Party or its public entities.

Article 12.03: National Treatment

1. Each Party shall accord to an investor of the other Party treatment no less favourable than that it accords to its own investors in like circumstances with respect to the establishment, acquisition, expansion, management, conduct, operation, and sale or other disposition of financial institutions or an investment in financial institutions in its territory.

2. Each Party shall accord to a financial institution of the other Party and to an investment of an investor of the other Party in a financial institution treatment no less favourable than that it accords to its own financial institutions and to investments of its own investors in financial institutions, in like circumstances, with respect to the establishment, acquisition, expansion,

6. 本章并不阻止一方（包括其公共实体）在其领土内独家开展或提供：

- 属于公共退休计划或法定社会保障体系的活动或服务；或为该方或其公共实体开立账户、提供担保或使用其金融资源的活动或服务。
-

第12.03条：国民待遇

1. 每一方应给予另一方的投资者不低于其给予其自身投资者在类似情况下就其领土内设立、收购、扩张、管理、开展、经营以及销售或其他处置金融机构或对金融机构的投资所给予的待遇。

2. 每一方应当给予另一方的金融机构以及另一方投资者在金融机构中的投资，在相同情况下，不低于其给予自身金融机构及其自身投资者在金融机构中的投资的待遇，就设立、收购、扩张、

management, conduct, operation, and sale or other disposition of financial institutions and investments.

管理、开展、操作以及金融机构和投资的出售或其他处置而言。

3. For purposes of the national treatment obligations in Article 12.06(1), a Party shall accord to a cross-border financial service supplier of the other Party treatment no less favourable than that it accords to its own financial service suppliers, in like circumstances, with respect to the supply of the relevant service.

3. 根据第12.06(1)条中的国民待遇义务，一方应给予另一方的跨境金融服务提供者不低于其给予自身金融服务提供者的待遇，在类似情况下，就相关服务的供应而言。

4. The treatment that a Party is required to accord under paragraphs 1, 2 and 3 means, with respect to measures adopted or maintained by a sub-national government, treatment no less favourable than the most favourable treatment accorded, in like circumstances, by that sub-national government to investors in financial institutions, financial institutions, investments of investors in financial institutions and financial service providers of the Party of which it forms a part.

4. 一方根据第1、2和3段被要求给予的待遇，就次国家政府采取或维持的措施而言，是指不低于该次国家政府在类似情况下给予其组成部分的国家的金融机构中的投资者、金融机构、投资者在金融机构中的投资以及该国家金融服务提供者的最惠国待遇。

5. Differences in market share, profitability or size do not in themselves establish a breach of the obligations under this Article.

5. 市场份额、盈利能力或规模的差异本身并不能构成对本条义务的违约。

Article 12.04: Most-Favoured-Nation Treatment

第12.04条：最惠国待遇

1. Each Party shall accord to an investor of the other Party, a financial institution of the other Party, an investment of an investor in a financial institution and a cross-border financial service supplier of the other Party treatment no less favourable than that it accords to the investors, financial institutions, investments of investors in financial institutions and cross-border financial service suppliers of a non-Party, in like circumstances.

1. 每一方应当给予另一方的投资者、另一方的金融机构、投资者在金融机构中的投资以及另一方的跨境金融服务提供者不低于其给予非一方投资者、非一方的金融机构、投资者在金融机构中的投资以及跨境金融服务提供者的待遇，在类似情况下。

2. A Party may recognize a prudential measure of a non-Party in the application of a measure covered by this Chapter. Such recognition may be:

2. 一方可以承认非一方在本章涵盖的措施应用中的审慎措施。此种承认可以是：

- accorded unilaterally;
- achieved through harmonization or other means; or
- based upon an agreement or arrangement with the non-Party.

- 单方面授予；
- 通过协调或其他方式实现；或
- 基于与非一方的协议或安排。

3. A Party according recognition of a prudential measure under paragraph 2 shall provide adequate opportunity to the other Party to demonstrate that circumstances exist in which there are or will be equivalent regulation, oversight, implementation of regulation, and, if appropriate, procedures concerning the sharing of information between the Parties.

3. 一方承认第2段下的审慎措施时，应向另一方提供充分的机会，以证明存在或将会存在同等监管、监管、法规实施，以及如果适当的话，缔约方之间信息共享程序。

4. If a Party accords recognition of prudential measures under subparagraph 2(c) and the circumstances set out in paragraph 3 exist, the Party shall provide adequate opportunity to the other Party to negotiate accession to the agreement or arrangement, or to negotiate a comparable agreement or arrangement.

4. 如果一方承认第2款(c)项下的审慎措施且第3段所述情况存在，该方应向另一方提供充分的机会，以谈判加入协议或安排，或谈判一个相当协议或安排。

Article 12.05: Right of Establishment

第12.05条：设立权

1. A Party shall permit an investor of the other Party that does not own or control a financial institution in the Party's territory to establish, without the imposition of numerical restrictions or requirements to take a specific juridical form, a financial institution that is permitted to supply a financial service that a like institution of the Party may supply under the domestic law of the Party at the time of establishment. The obligation not to impose a requirement to take a specificjuridical form does not prevent a Party from imposing a condition or requirement in connection with the establishment of a particular type of entity chosen by an investor of the other Party.

1. 一方应允许另一方的投资者在不拥有或控制一方境内金融机构的情况下设立，且不得施加数量限制或要求采取特定法律形式，该金融机构被允许在设立时提供一方同类机构根据该方国内法可以提供的金融服务。不得施加采取特定法律形式要求的义务，这并不妨碍一方就另一方的投资者选择的特定类型实体的设立施加条件或要求。

2. A Party shall permit an investor of the other Party that owns or controls a financial institution in the Party's territory to establish in that territory such additional financial institutions

2. 一方应许可另一方的投资者，若该投资者拥有或控制一方境内的金融机构，则可在该领土内设立此类补充金融机构

as may be necessary for the supply of the full range of financial services allowed under the domestic law of the Party at the time of establishment of the additional financial institutions. Subject to Article 12.03, a Party may impose a term or condition on the establishment of additional financial institutions and determine the institutional and juridical form to be used to supply a specified financial service or to carry out of a specified activity.

以供应在补充金融机构设立时允许的该方国内法所规定的全部金融服务范围。根据第12.03条，一方可以对补充金融机构的设立施加期限或条件，并确定用于供应特定金融服务或进行特定活动的机构和法律形式。

3. The right of establishment under paragraphs 1 and 2 includes the acquisition of an existing entity.

3. 第1段和第2段规定的设立权包括收购现有实体。

4. Subject to Article 12.03, a Party may prohibit a particular financial service or activity. Such a prohibition may not apply to all financial services or to a complete financial services sub -sector such as banking.

4. 根据第12.03条，一方可以禁止特定金融服务或活动。此类禁止不得适用于所有金融服务或完整的金融服务子部门，例如银行业务。

5. For the purpose of this Article, without prejudice to other forms of prudential regulation, a Party may require that an investor of the other Party be engaged in the business of providing financial services in the territory of that other Party.

5. 就本条而言，在不损害其他审慎监管形式的前提下，一方可以要求另一方的投资者在该另一方领土上从事提供金融服务的业务。

6. For the purpose of this Article, "numerical restrictions" means limitations imposed either on the basis of a regional subdivision or on the basis of the entire territory of a Party, on the number

6. 本条所称"数量限制"，是指基于区域划分或基于一方领土整体，对数量所施加的限制。

of financial institutions whether in the form of a numerical quota, a monopoly, an exclusive service supplier or the requirements of an economic needs test.

对金融机构是否以数量配额、垄断、独家服务供应商或经济需求测试的要求的形式存在。

Article 12.06: Cross-Border Trade

第12.06条：跨境贸易

1. Each Party shall permit, under terms and conditions that accord national treatment, a cross-border financial service supplier of the other Party to supply a financial service specified in Annex 12.06.

1. 每一方应当根据给予国民待遇的条款和条件，允许另一方的跨境金融服务供应商供应附件12.06中规定的金融服务。

2. Each Party shall permit a person located in its territory, and its nationals wherever located, to purchase a financial service from a cross-border financial service supplier of the other Party located in the territory of the other Party. Subject to paragraph 1, this obligation does not require a Party to permit that supplier to do business or solicit in its territory. Each Party may define "doing business" and "solicitation" for the purposes of this Article.

2. 每一方应当允许位于其领土内的人员及其无论位于何处的国民，从位于另一方领土的另一方跨境金融服务供应商处购买金融服务。根据第1段的规定，此项义务不要求一方允许该供应商在其领土内从事业务或招揽。每一方可以为本条的目的定义"从事业务"和"招揽"。

3. Without prejudice to other means of prudential regulation of cross-border trade in financial services, a Party may require the registration of cross-border financial service suppliers of the other Party and of financial instruments.

3. 在不损害其他审慎监管跨境金融服务贸易的方式的情况下，一方可以要求另一方跨境金融服务提供者和金融工具的注册。

Article 12.07: New Financial Services

1. A Party shall permit a financial institution of the other Party to supply a new financial service that the first Party would permit its own financial institutions, in like circumstances, to supply under its domestic law. A Party may:

   a. require the financial institution to request permission or notify the relevant regulator in order to obtain that permission; and

   b. refuse to grant permission if the introductionof the financial service would require the Party to adopt or amend statutes.

2. A Party may determine the institutional and juridical form through which the new financial service may be supplied and may require authorization for the supply of the service. Where a Party would permit the new financial service and authorization is required, the decision shall be made within a reasonable time and authorization may only be refused for prudential reasons.

3. This Article does not prevent a financial institution of a Party from applying to the other Party to consider authorizing the

第12.07条：新金融服务

1. 一方应允许另一方的金融机构提供其国内法在类似情况下允许其自身金融机构提供的新金融服务。一方可以：

a. 要求金融机构请求许可或通知相关监管机构以获得该许可；以及b. 如果引入该金融服务需要一方制定或修改法规，则拒绝授予许可。

2. 一方可以通过其机构和法律形式确定新金融服务可以供应的方式，并可以要求授权以供应该服务。如果一方允许新金融服务且需要授权，则应在合理的时间内做出决定，并且只能因审慎理由拒绝授权。

3. 本条并不阻止一方金融机构向另一方申请考虑授权

supply of a financial service that is not supplied within either Party's territory. That application is subject to the domestic law of the Party receiving the application and is not subject to the obligations of this Article.

未在任一方领土内供应的金融服务之供应。该申请受接受申请一方国内法约束，且不适用本条义务。

Article 12.08: Treatment of Certain Information

This Chapter does not require a Party to furnish or allow access to:

- information related to the financial affairs and accounts of an individual customer of a financial institution or a cross -border financial service supplier; or
- confidential information which if disclosed would impede law enforcement or otherwise be contrary to the public interest or prejudice legitimate commercial interests of a particular enterprise.

第12.08条：某些信息的处理

本章不要求一方提供或允许准入：

- 与金融机构或跨境金融服务提供者的个人客户财务事务和账目相关的信息；或
- 如果披露会妨碍执法或否则与公共利益相悖或损害特定企业合法商业利益的机密信息。

Article 12.09: Senior Management and Boards of Directors

1. A Party may not require a financial institution of the other Party to engage natural persons of any particular nationality as senior managerial or other essential personnel.

第12.09条：高级管理层和董事会

1. 一方不得要求另一方的金融机构雇佣任何特定国籍的自然人担任高级管理人员或其他关键人员。

2. A Party may not require that more than a simple majority of the board of directors of a financial institution of the other Party be composed of nationals of the Party or natural persons residing in the territory of the Party.

Article 12.10: Non-Conforming Measures

1. Articles 12.03, 12.04, 12.05 and 12.09 do not apply to:

   - an existing non-conforming measure maintained by:

     - the national government of a Party, as set out in Section I of its Schedule to Annex III, or
     - a sub -national government of a Party;

   - the continuation or prompt renewal of a non-conforming measure referred to in subparagraph (a); or

   - an amendment to a non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed immediately before the amendment, with Articles 12.03, 12.04, 12.05 and 12.09.

2. Article 12.06 does not apply to:

2. 一方不得要求另一方的金融机构董事会中超过简单多数的成员为该方的国民或居住在该方领土内的自然人。

第12.10条：非符合措施

1. 第12.03条、第12.04条、第12.05条和第12.09条不适用于：

   - 一方维持的有效非符合措施，包括：

     - 附件III第I节中规定的一方中央政府，或一方的地方政府；
     -

   - 非符合措施的延续或及时续期，或对第(a)项所指非符合措施的修正，但该修正未降低该措施在修正前与第12.03条、第12.04条、第12.05条和第12.09条的一致性。

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2. 第12.06条不适用于：

- an existing non-conforming measure that is maintained by:
    - the national government of a Party, as set out in Section I of its Schedule to Annex III, or
    - a sub -national government of a Party;
- the continuation or prompt renewal of a non-conforming measure referred to in subparagraph (a); or
- an amendment to a non-conforming measure referred to in subparagraph (a) to the extent that the amendment does not decrease the conformity of the measure, as it existed upon the entry into force of this Agreement, with Article 12.06.

3. Articles 12.03, 12.04, 12.05, 12.06 and 12.09 do not apply to a non-conforming measure that a Party adopts or maintains in accordance with Section II of its Schedule to Annex III.

4. Section III of each Party's Schedule to Annex III sets out specific commitments by that Party.These commitments are subject to a Party's right to apply a non-conforming measure adopted or maintained in accordance with Section II of its Schedule to Annex III.

- 一项有效的非符合措施，该措施由y：维持

b

    - 一方的国家政府，如附件三的附件表第I部分所述，或一方的次国家政府；
    -
- 第(a)分项条款中所述的非符合性措施的延续或及时续期；或对第(a)分项条款中所述的非符合性措施的修正，但该修正并未降低该措施与本协议生效时与第12.06条的一致性。
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3. 第12.03条、第12.04条、第12.05条、第12.06条和第12.09条不适用于一方根据附件三的附件表第II部分采纳或维持的非符合性措施。

4. 附件三的每个缔约方的附件表第III部分规定了该缔约方的具体承诺。这些承诺受该缔约方根据附件三的附件表第II部分采纳或维持的非符合性措施的权利的约束。

5. Where a Party has set out a reservation to Article 9.04 (Investment – National Treatment), 9.05 (Investment – Most -Favoured -Nation Treatment), 10.03 (Cross -Border Trade in Services – National Treatment) or 10.04 (Cross -Border Trade in Services – Most -Favoured -Nation Treatment) in its Schedule to Annex I or II, the reservation also constitutes a reservation to Article 12.03 or 12.04 to the extent that the measure, sector, sub -sector or activity set out in the reservation is covered by this Chapter.

5.如果一方在其附件I或II的附件表中已就第9.04条（投资——国民待遇）、9.05条（投资——最惠国待遇）、10.03条（跨境贸易服务——国民待遇）或10.04条（跨境贸易服务——最惠国待遇）提出保留，则该保留在保留中规定的措施、部门、子部门或活动属于本章涵盖的范围时，也构成对第12.03条或12.04条的保留。

Article 12.11: Exceptions

1. This Chapter or Chapter Nine (Investment), Ten (Cross -Border Trade in Services), Eleven (Telecommunications), Thirteen (Temporary Entry for Business Persons), Fourteen (Competition Policy, Monopolies and State Enterprises), or Fifteen (Electronic Commerce) do not prevent a Party from adopting or maintaining a measure for prudential reasons, including for the protection of investors, depositors, policy holders or persons to whom a fiduciary duty is owed by a financial institution or cross -border financial service supplier, or to ensure the integrity and stability of the financial system. Where these measures do not conform with the provisions of this Agreement referred to

第12.11条：例外

1. 本章或第九章（投资）、第十章（跨境贸易服务）、第十一章（电信）、第十三章（商业人士临时入境）、第十四章（竞争政策、垄断和国家企业），或第十五章（电子商务）并不妨碍一方出于审慎理由采取或维持一项措施，包括为了保护投资者、存款人、保单持有人或受金融机构或跨境金融服务提供者信托义务约束的个人，或为确保金融体系的完整性和稳定性。如果这些措施与本协定中提到的条款不符

in this paragraph, they shall not be used as a means of avoiding the Party's obligations under those provisions.

在本段中，它们不得作为规避一方根据那些条款所承担的义务的一种方式。

2. This Chapter or Chapter Nine (Investment), Ten (Cross -Border Trade in Services), Eleven (Telecommunications), Thirteen (Temporary Entry for Business Persons), Fourteen (Competition Policy, Monopolies and State Enterprises), or Fifteen (Electronic Commerce) does not apply to non-discriminatory measures of general application taken by any public entity in pursuit of monetary and related credit policies or exchange rate policies. This paragraph does not affect a Party's obligations under Article 9.07 (Investment – Performance Requirements) with respect to measures covered by Chapter Nine (Investment) or Article 9.10 (Investment – Transfers) or 10.11 (Cross -Border Trade in Services – Transfers and Payments).

2. 本章或第九章（投资）、第十章（跨境贸易服务）、第十一章（电信）、第十三章（商业人士临时入境）、第十四章（竞争政策、垄断和国家企业）或第十五章（电子商务）不适用于任何公共实体为追求货币和相关信贷政策或汇率政策而采取的一般性非歧视性措施。本段不影响一方在第9.07条（投资——绩效要求）项下就第九章（投资）或第9.10条（投资——转移）或10.11条（跨境贸易服务——转移和支付）所涵盖的措施所承担的义务。

3. Notwithstanding Article 9.10 (Investment – Transfers) and 10.11 (Cross -Border Trade in Services – Transfers and Payments) a Party may prevent or limit transfers by a financial institution or cross -border financial service supplier to, or for the benefit of, an affiliate of or person related to such institution or supplier, through the equitable, non-discriminatory and good -faith application of measures relating to maintenance of

3.尽管有第9.10条（投资——转移）和10.11条（跨境贸易服务——转移和支付），一方可以通过对与维持相关的措施进行公平、非歧视和善意的适用，来阻止或限制金融机构或跨境金融服务提供者向其附属机构或与该机构或提供者有关联的个人进行的转移

the safety, soundness, integrity or financial responsibility of financial institutions or cross -border financial service suppliers.

以维护金融机构或跨境金融服务提供者的安全、稳健、完整性或财务责任。

4. *A Party may adopt or enforce a measure necessary to secure compliance with its laws or regulations that is not inconsistent with this Chapter, including a measure relating to the prevention of deceptive and fraudulent practices or to deal with the effects of a default on financial services contracts. A Party may not apply that measure in a manner that would constitute a means of arbitrary or unjustifiable discrimination between countries where like conditions prevail, or a disguised restriction on investment in a financial institution or on a cross -border trade in financial services.*

4. 一方可以采用或执行一项与其法律或法规相一致且不与本章节不一致的措施，以保障合规，该措施包括与预防欺骗和欺诈行为或处理金融服务合同违约后果相关的措施。一方不得以构成对处于类似条件下的国家之间任意或不合理的歧视手段的方式，或构成对金融机构投资或跨境金融服务贸易的伪装限制的方式，来适用该措施。

Article 12.12: Transparency

第12.12条：透明度

1. *The Parties recognize that transparent regulations and policies governing the activities of financial institutions and financial service suppliers are important in facilitating access of financial institutions and financial service suppliers to, and their operations in, each other's markets. Each Party commits to promoting regulatory transparency in financial services.*

1. 缔约方承认，对金融机构和金融服务提供者的活动进行管理的透明法规和政策，对于促进金融机构和金融服务提供者进入对方市场以及在其市场运营至关重要。每一方承诺促进金融服务领域的监管透明度。

2. *Each Party shall ensure that a measure ofgeneral application to which this Chapter applies is administered in a reasonable, objective and impartial manner.*

2. 每一方应确保，适用于本章的普遍适用措施以合理、客观和公正的方式管理。

3. *Article 20.02 (Transparency – Publication) does not apply to a regulation ofgeneral application that a Party proposes to adopt where that proposed regulation relates to the subject matter of this Chapter. For that regulation each Party shall,to the extent practicable:*

3. 第20.02条（透明度——发布）不适用于一方提议采用且该提议的法规与本章事项相关的普遍适用法规。对于该法规，每一方应尽合理可能：

   a. *publish that proposed regulation in advance;*

   b. *provide interested persons and the other Party a reasonable opportunity to comment on that proposed regulation; and*

   c. *allow a reasonable period of time to elapse between final publication of the regulation and its effective date.*

a. 提前公布该提议的法规；b. 给予利害关系人和另一方合理的机会对该提议的法规提出意见；以及c. 允许在法规最终公布之日和其生效之日之间有合理的期限间隔。

4. *Each Party shall ensure that its regulatory authorities make available to interested persons their requirements, including any documentation required, for completing applications relating to the supply of a financial service.*

4. 每一方应确保其监管机构向利害关系人提供其完成与金融服务供应相关的申请所需的要求，包括所需任何文件。

5. *On the request of an applicant, a regulatory authority shall inform the applicant of the status of its application. If that*

5. 在申请人请求的情况下，监管机构应当通知申请人其申请的状态。如果该

authority requires additional information from the applicant, it shall promptly notify the applicant.

机构要求申请人提供补充信息，应当及时通知申请人。

6. A regulatory authority shall make an administrative decision on a completed application of an investor in a financial institution, cross -border financial service supplier or a financial institution of the other Party relating to the supply of a financial service within 120 days, and shall promptly notify the applicant of the decision. An application shall not be considered complete until all relevant hearings are held and all necessary information is received. Where it is not practicable for a decision to be made within 120 days, the regulatory authority shall promptly notify the applicant and shall endeavour to make the decision within a reasonable time.

6. 监管机构应在投资者就金融机构、跨境金融服务提供者或另一方金融机构提交的关于金融服务供应的已完成申请作出行政决定，并在120日内及时通知申请人该决定。除非所有相关听证会已举行且所有必要信息已收到，否则申请不应被视为已完成。如120日内无法作出决定，监管机构应及时通知申请人，并应努力在合理时间内作出决定。

7. Each Party shall adopt or maintain appropriate mechanisms that will promptly respond to inquiries from an interested person regarding a measure of general application covered by this Chapter.

7. 每一方应采纳或维持适当的机制，以便及时回应有关本章涵盖的通用措施的感兴趣的个人提出的询问。

Article 12.13: Self-Regulatory Organizations

If a Party requires a financial institution or a cross -border financial service supplier of the other Party to be a member of, participate in, or have access to, a self-regulatory organisation to provide a financial

第12.13条：自律组织

如果一方要求另一方的金融机构或跨境金融服务提供者为该方领土内或该方领土内的服务提供金融服务，成为自律组织的成员、参与或准入，则要求方应确保该自律组织遵守本章的义务。

service in or into the territory of that Party then the requiring Party shall ensure that the self-regulatory organisation observes the obligations of this Chapter.

如果一方要求另一方的金融机构或跨境金融服务提供者为该方领土内或该方领土内的服务提供金融服务，成为自律组织的成员、参与或准入，则要求方应确保该自律组织遵守本章的义务。

Article 12.14: Payment and Clearing Systems

Under terms and conditions that accord national treatment, each Party shall grant to a financial institution of the other Party established in its territory access to payment and clearing systems operated by an entity exercising governmental authority delegated to it by a Party as well as access to official funding and refinancing facilities available in the normal course of ordinary business. This Article does not confer access to the Party's lender of last resort facilities.

第12.14条：支付和清算系统

根据国民待遇条款和条件，每一方应向另一方在其领土内设立的一家金融机构授予准入由一方授权的行使政府授权的实体运营的支付和清算系统，以及准入在正常业务过程中可用的官方融资和再融资设施。本条不授予准入该方的最后贷款人设施。

Article 12.15: Financial Services Committee

1. The Parties establish a Financial Services Committee (the "Committee"). The principal representative of each Party shall be an official of the Party's authority responsible for financial services set out in Annex 12.15.

2. The Committee shall:

第12.15条：金融服务委员会

1. 缔约方设立一个金融服务委员会（“委员会”）。每一方的主要代表应为附件12.15中规定的负责金融服务的该方机构官员。

2. 委员会应：

a. supervise the implementation of this Chapter and its further elaboration;

b. consider issues regarding financial services that are referred to it by a Party; and

c. participate in dispute settlement procedures under Article 12.17.

a. 监督本章的实施及其进一步制定；b. 审议一方提交的关于金融服务的问题；以及c. 参与第12.17条项下的争端解决程序。

3. The Committee shall meet annually, or as it otherwise decides, to assess the functioning of this Agreement as it applies to financial services. The Committee shall inform the Commission of the results of each meeting.

3. 委员会应每年召开一次会议，或根据其自行决定的方式召开会议，以评估本协议在金融服务方面的运行情况。委员会应将每次会议的结果通知委员会。

Article 12.16: Consultations

第12.16条：磋商

1. A Party may request consultations with the other Party regarding a matter arising under this Agreement that affects a financial service. The other Party shall give sympathetic consideration to the request. The Parties shall report the results of their consultations to the Committee.

1. 一方可就本协议下影响金融服务的任何事项，请求与另一方进行磋商。另一方应予以同情考虑。缔约方应将其磋商的结果报告给委员会。

2. Officials of the authorities specified in Annex 12.15 shall participate in the consultations under this Article.

2.附件12.15中规定的当局官员应参与本条下的磋商。

3. A Party may request that regulatory authorities of the other Party participate in consultations under this Article regarding

3. 一方可以请求另一方的监管机构参与本条项下的磋商，就

that other Party's measures of generalapplication which may affect the operations of financialinstitutions or cross -border financial service suppliers in the requesting Party's territory.

另一方的一般适用措施可能影响请求方领土内金融机构或跨境金融服务提供者的运营而言。

4. A regulatory authority participating in consultations pursuant to paragraph 3 need not disclose information or take any action that would interfere with specificregulatory, supervisory, administrative or enforcement matters.

4. 根据第3段进行磋商的监管机构无需披露信息或采取任何会损害具体监管、监督、行政或执法事项的行动。

5. Where a Party requires information for a supervisory purpose concerning a financial institution in the other Party's territory or a cross -border financial service supplier in the other Party's territory, the Party may approach the competent regulatory authority in the other Party's territory to seek the information.

5. 当一方需要关于另一方领土内的金融机构或跨境金融服务提供者的监管目的信息时，该方可以联系另一方的有权的监管机构以获取该信息。

6. A Party is not required to derogate from its relevant domestic law regarding sharing of information among financial regulators or the requirements of an agreement or arrangement between financial authorities of the Parties.

6. 一方无需损害其关于金融监管机构之间信息共享的相关国内法，或损害双方金融当局之间协议或安排的要求。

Article 12.17: Dispute Settlement

第12.17条：争议解决

1. The Provisions of Chapter Twenty -Two (Dispute Settlement), as modified by this Article, applies to the settlement of disputes arising under this Chapter.

1. 第二十二章的规定（争议解决）根据本条修改的，适用于根据本章产生的争议的解决。

2. *Consultations held under Article 12.16 regarding a measure or matter constitute a consultation under Article 22.05 (Dispute Settlement – Consultation), unless the Parties otherwise decide. If the matter has not been resolved within 45 days of the beginning of consultations under Article 12.16 or 90 days of the delivery of the request for consultations under Article 12.16, whichever is earlier, the complaining Party may request in writing that a panel be established.*

2. 根据第12.16条进行的关于措施或事项的磋商构成根据第22.05条（争议解决——磋商）进行的磋商，除非缔约方另有决定。如果事项在根据第12.16条进行的磋商开始后的45日内或根据第12.16条交付磋商请求后的90日内未得到解决，以较早者为准，申诉方可以书面请求建立专家组。

3. *The following procedures replace Article 22.08 (Dispute Settlement – Panel Selection):*

3.以下程序取代第22.08条（争议解决——专家组选定）：

a. *the panel shall be composed of three members;*

a. 专家组应由三名成员组成；

b. *each Party shall, within 30 days of receipt of the request for the establishment of the panel, appoint a panelist who may be a national of that Party and notify the other Party in writing of the appointment; if a Party fails to appoint a panelist within 30 days, the other Party may request the Appointing Authority to appoint, at its discretion the panelist not yet appointed, subject to paragraph 4;*

b. 每一方应在收到设立专家组的请求之日起30天内任命一名仲裁员，该仲裁员可以是该方的国民，并以书面形式通知另一方；如果一方在30天内未能任命仲裁员，另一方可以请求指定机构在其自行决定的情况下任命尚未任命的仲裁员，除非另有决定，根据第4段；

c. *the Parties shall endeavour to jointly appoint the third panelist who shall chair the panel; unless the Parties*

c. 缔约方应努力联合任命第三名仲裁员，该仲裁员应担任小组主席；除非缔约方

decide otherwise, this panelist shall not be a national of either Party; if the chair of the panel has not been appointed within 30 days of the most recent appointment under subparagraph (b), either Party may request that the Appointing Authority appoint at its discretion, subject to paragraph 4, the chair of the panel, who shall not be a national of either Party;

另有决定，该仲裁员不得为任何一方的国民；如果小组主席在根据第（b）项最近任命之日起30天内尚未被任命，任何一方可请求指定机构在其自由裁量权范围内，除非另有决定，根据第4段，任命小组主席，该主席不得为任何一方的国民；

d. *subparagraphs (b) and (c) apply where a panelist or the chair of the panel withdraws, is removed or becomes unable to serve on the panel. In such a case, the time periods applicable to the panel proceeding shall be suspended for a period beginning on the date a panelist ceases to serve and ending on the date the replacement is appointed.*

d. 分项条款（b）和（c）适用于仲裁员或小组主席撤回、被移除或无法在小组履职的情况。在这种情况下，适用于仲裁程序的期限应暂停，自仲裁员停止履职之日起至任命替代人之日止。

4. *Each panelist on panels constituted for disputes arising under this Chapter shall have the qualifications required by Article 22.09 (Dispute Settlement – Qualifications of Panelists) with the exception of Article 22.09(d). In addition, each panelist shall have expertise or experience in financial services law or practice, which may include the regulation of financial institutions.*

4. 根据本章产生的争端而组建的专家组中的每位仲裁员应当具备第22.09条（争议解决——仲裁员的资格）规定的资格，但第22.09(d)条除外。此外，每位仲裁员还应当在金融服务法律或实践方面具备专业知识或经验，这可能包括对金融机构的监管。

5. If a panel finds that a measure is inconsistent with the obligations of this Agreement and the measure affects:

a. only the financial services sector, the complaining Party may suspend benefits only in the financial services sector;

b. the financial services sector and another sector, the complaining Party may suspend benefits in the financial services sector that have an effect equivalent to the effect of the measure in the Party's financial services sector; or

c. only a sector other than the financial services sector, the complaining Party may not suspend benefits in the financial services sector.

5. 如果专家组认为一项措施与本协议的义务不一致，并且该措施影响：

a. 仅金融服务部门，申诉方仅可在金融服务部门暂停利益；b. 金融服务部门及另一部门，申诉方可在对申诉方金融服务部门产生相当于该措施影响的金融服务部门利益暂停利益；或c. 仅非金融服务部门，申诉方不可在金融服务部门暂停利益。

Article 12.18: Investment Disputes in Financial Services

1. Where an investor of a Party submits a claim under Article 9.20 (Investment – Claim by an Investor of a Party on Its Own Behalf) or 9.21 (Investment – Claim by an Investor of a Party on Behalf of an Enterprise) to arbitration under Section C of Chapter 9 (Investment – Settlement of Disputes between an Investor and the Host Party) and the responding Party invokes an exception under Article 12.11, on request of the responding Party, the

第12.18条：金融服务投资争端

1. 当一方投资者根据第9.20条（投资——一方投资者以自身名义提出的索赔）或9.21条（投资——一方投资者代表企业提出的索赔）向第9章第C部分（投资——投资者与东道方之间的争端解决）下的仲裁提交索赔，且被诉方援引第12.11条中的例外情况时，在应被诉方的要求，

Tribunal shall refer the matter in writing to the Committee for a decision in accordance with paragraph 2. The Tribunal may not proceed pending receipt of a decision or report under this Article.

仲裁庭应以书面形式将事项提交委员会根据第2段作出决定。仲裁庭不得在收到本条下的决定或报告前继续进行。

2. In a referral under paragraph 1, the Committee shall decide the issue of whether and to what extent Article 12.11 is a valid defence to the claim of the investor. The Committee shall transmit a copy of its decision to the Tribunal and to the Commission. The decision is binding on the Tribunal.

2. 在根据第1段提出的转介中，委员会应决定是否以及程度如何，第12.11条是针对投资者索赔的有效抗辩。委员会应将其决定副本传送给仲裁庭和委员会。该决定对仲裁庭具有约束力。

3. Where the Committee has not decided the issue within 60 days of the receipt of the referral under paragraph 1, either Party may within 10 days request that a panel be established under Article 22.07 (Dispute Settlement – Establishment of a Panel) to decide the issue. The panel shall be constituted in accordance with Article 12.17. The panel shall transmit its final report, established in accordance with Article 22.11 (Dispute Settlement – Panel Reports), to the Committee and to the Tribunal. The report is binding on the Tribunal.

3. 如果委员会在收到根据第1段提出的转介后60日内未就问题作出决定，任何一方可在10日内请求根据第22.07条（争端解决——设立专家组）设立专家组来决定该问题。专家组应根据第12.17条组成。专家组应根据第22.11条（争端解决——专家组报告）将其最终报告传送给委员会和仲裁庭。该报告对仲裁庭具有约束力。

4. Where a request for the establishment of a panel under paragraph 3 has not been made within 10 days of the

4. 在根据第3段建立专家组的请求在所述第3段的10天内未提出的情况下

expiration of the 60 -day period referred to in paragraph 3, the Tribunal may proceed to decide the matter.

第3段中提到的60天期限届满后，仲裁庭可以继续决定该事项。

Annex 12.04 – Understanding Regarding Most-Favoured-Nation Treatment

Without prejudice to a reservation to Article 12.04 taken by a Party under Article 12.10, regardless of Article 12.06, Article 12.04 applies to the supply by a cross -border financial service supplier of a financial service.

附件12.04 – 最惠国待遇相关理解

在不损害一方根据第12.10条采取的对第12.04条的保留的情况下，无论第12.06条如何规定，第12.04条适用于跨境金融服务提供者向另一方领土供应金融服务。

Annex 12.06 – Cross-Border Trade

Canada

1.Insurance and Insurance-Related Services

For Canada, Article 12.06(1) applies to the supply of a financial service from the territory of one Party into the territory of the other Party with respect to:

a. insurance of risks relating to:

i. maritime shipping, commercial aviation and space launching and freight, including satellites, with this insurance to cover: the goods being transported, the

附件12.06 – 跨境贸易

加拿大

1 . 保险和与保险相关的服务

对于加拿大，第12.06(1)条适用于一方领土向另一方领土供应金融服务，具体包括：

a. 风险保险：

一。 海上运输、商业航空和航天发射及运费，包括卫星，并为此运输的货物、保险以覆盖：

vehicle transporting the goods, or liability deriving from that transport, and

ii. goods in international transit;

b. reinsurance and retrocession;

c. service auxiliary to insurance, such as consultancy, actuarial, risk assessment, and claim settlement services; and

d. insurance intermediation, such as brokerage and agency.

2. Paragraph 1 applies only if a Panamanian entity is not in itself or through an agent insuring a risk in Canada.

3. **Banking and Other Financial Services (excluding insurance)**

For Canada, Article 12.06(1) applies to the supply of a financial service from the territory of one Party into the territory of the other Party with respect to:

a. the provision and transfer of financial information and financial data processing and related software by a supplier of another financial service, and

b. advisory and other auxiliary financial services as described in subparagraph (l) of the definition of " banking and

运输货物的车辆，或由此运输产生的责任，以及二。 国际转运货物；

b. 再保险和转分保；c. 保险辅助服务，如咨询、精算、风险评估和理赔服务；以及

d. 保险中介，如经纪和代理。

2. 第1段仅适用于巴拿马实体本身或通过代理人未在加拿大承保风险的情况。

3.银行及其他金融服务（不包括保险）

对于加拿大，第12.06(1)条适用于一方领土向另一方领土供应金融服务，具体涉及：

a. 另一金融服务供应商提供和转让金融信息、金融数据处理和相关软件，以及

b. 咨询及其他辅助金融服务，如“银行及其他”定义中分项条款（l）所述

other financial service (excluding insurance)", but not intermediation as described in that subparagraph.

4. Paragraph 3 applies only if neither the foreign bank nor one of its affiliates, if subject to the Bank Act, maintains a financial establishment in Canada.

其他金融服务（不包括保险）"，但不包括该分项条款中所述的中介。

4. 第3段仅适用于外国银行或其关联公司（如受银行法约束），在加拿大没有设立金融机构的情况。

Panama

1.Insurance and Insurance-Related Services

For Panama, Article 12.06(1) applies to the supply of a financial service from the territory of one Party into the territory of the other Party with respect to:

a. insurance of risks relating to:

i. maritime shipping and commercial aviation and space launching and freight, including satellites, with this insurance to cover: the goods being transported, the vehicle transporting the goods, or liability deriving from that transport, and

ii. goods in international transit;

b. reinsurance and retrocession;

巴拿马

1.保险与保险相关服务

对于巴拿马，第12.06(1)条适用于一方领土向另一方领土供应金融服务，具体涉及：

a. 与以下风险相关的保险：

i. 海上运输、商业航空、航天发射和运费，包括卫星，此保险应涵盖：运输的货物、运输货物的车辆或由此产生的运输责任，以及ii. 国际转运货物；

b. 再保险和转分保；

c. service auxiliary to insurance, such as consultancy, actuarial, risk assessment, and claim settlement services; and

c. 保险辅助服务，如咨询、精算、风险评估和理赔服务；和

d. insurance intermediation such as brokerage and agency; it is understood that the commitment for cross -border movement of persons is limited to those insurance and insurance -related services indicated in paragraph 1.

d. 保险中介，如经纪和代理；理解的是，人员跨境移动的承诺仅限于第1段中指明的保险和保险相关服务。

2. Paragraph 1(a)(i) does not apply to insurance of risk relating to commercial aviation until two years after the date of entry into force of this Agreement.

2. 第1(a)(i)段不适用于与本协议生效日期后两年内相关的商业航空风险的保险。

3. **Banking and Other Financial Services (excluding insurance)**

For Panama, Article 12.06(1) applies to the supply of a financial service from the territory of one Party into the territory of the other Party with respect to:

3.银行及其他金融服务（不包括保险）对于巴拿马，第12.06(1)条适用于一方领土向另一方领土供应金融服务，具体包括：

a. the provision and transfer of financial information and financial data processing and related software by a supplier of another financial service; and

a. 由另一方金融服务供应商提供和转让金融信息和金融数据处理及相关软件；以及

b. advisory and other auxiliary financial services as described in subparagraph (l) of the definition of " banking and

b. 咨询及其他辅助金融服务，如“银行及其他”定义中分项条款（l）所述

other financial service (excluding insurance)", but not intermediation as described in that subparagraph.

其他金融服务（不包括保险）"，但不包括该分项条款中所述的中介。

Annex 12.15 – Authorities Responsible for Financial Services

附件12.15 – 负责金融服务的当局

The authority of each Party responsible for financial services is:

负责金融服务的每一方的权力是：

- for Canada, the Department of Finance of Canada; and
- for Panama, the Ministry of Trade and Industry in consultation with the Superintendency of Banks, the Superintendency of Insurance and Reinsurance, and the National Securities Commission;

- 对于加拿大，是加拿大财政部门；对于巴拿马，是与银行监管局、保险和再保险监管局以及国家证券委员会磋商的贸易和工业部；
-

or their respective successors.

或其各自的后继者。

Text of the Canada–Panama Free trade agreement – Chapter thirteen: Temporary entry for business persons

加拿大-巴拿马自由贸易协定文本 – 第十三章：商业人士临时入境

Article 13.01: Definitions

文章13.01：定义

For purposes of this Chapter:

本章的目的：

business person means a national of a Party engaged in trading goods, providing services or conducting investment activities;

商务人士 指一方国民从事贸易商品、提供服务或进行投资活动；

executive means a business person within an organization who:

- primarily directs the management of the organization or a major component or function of the organization;
- establishes the goals and policies of the organization, or of a component or function of the organization; and
- exercises wide latitude in decision-making and receives only general supervision or direction from higher-level executives, the board of directors or stockholders of the business organization;

management trainee on professional development means an employee with a post -secondary degree who is on a temporary work assignment intended to broaden that employee's knowledge of and experience in a company in preparation for a senior leadership position within the company;

manager means a business person within an organization who:

- primarily directs the organization or a department or sub -division of the organization;
- supervises and controls the work of other supervisory, professional or managerial employees;

高管 指组织内的一名商务人士，其：

- 主要指管理组织或组织的一个主要组成部分或职能；建立组织的目标和政策，或组织的一个组成部分或职能的目标和政策；并在决策方面拥有广泛的自由裁量权，仅从高级管理人员、董事会或企业股东那里获得一般监督或指导；
-

管理培训生在专业发展 是指拥有高等教育学历的雇员，其临时工作安排旨在拓宽该雇员对公司的知识和经验，以便在公司内部担任高级领导职位；

经理 是指组织内的商务人士，其：

- 主要指导该组织或该组织的部门或下属部门；监督和控制其他监管、专业或管理人员的工作；
-

- has the authority to hire and fire or take other personnel actions (such as promotion or leave authorization); and
- exercises discretionary authority over day -to -day operations;

persons engaged in a specialty occupation means nationals of a Party engaged in a specialty occupation requiring:

- the theoretical and practical application of a body of specialized knowledge and any appropriate certification/license to practice; and
- a post -secondary degree in a specialty requiring four or more years of study as a minimum for entry into the occupation; those minimum requirements for entry are defined:
    - for Canada, in the National Occupation Classification, and
    - for Panama, in the domestic law regulating each profession;

specialist means an employee possessing specialized knowledge of the company's products or services and their application in international markets, or an advanced level of expertise or knowledge of the company's processes and procedures;

specialty occupation means, for Canada, an occupation that falls within the National Occupation Classification levels O or A; and

- 有权招聘和解雇或采取其他人事行动（如晋升或许可授权）；以及

•对日常运营拥有自由裁量权；**从事专业职业的人员** 是指一方从事需要以下条件的专业职业的国民：

- 对专业知识体系的理论和技术应用以及任何适当的执业认证/许可证；以及
- 在需要四年或更长时间学习作为进入该职业最低标准的专业领域中获得高等教育学位；进入该职业的最低要求定义：
    - 对于加拿大，在国家职业分类中，对于巴拿马，在规范每个职业的国内法中；
    -

专家 是指拥有公司产品或服务及其在国际市场应用的专门知识的雇员，或对公司工艺和程序的先进专业知识或技能水平的雇员；

专业职业是指，对于加拿大，属于国家职业分类O或A级的一种职业；并且

temporary entry *means entry into one Party's territory by a business person of the other Party without the intent to establish permanent residence.*

临时入境是指，由另一方的商务人士进入一方领土，且无定居意图的入境。

Article 13.02: General Principles

Further to Article 13.03 (General Obligations), this Chapter reflects the preferential trading relationship between the Parties, the desirability of facilitating temporary entry on a reciprocal basis and of establishing transparent criteria and procedures for temporary entry in accordance with Annex 13.03, and the need to ensure border security and to protect the domestic labour force and permanent employment in their respective territories.

第13.02条：一般原则

根据第13.03条（一般义务），本章反映了缔约方之间的优惠贸易关系，便利互惠基础上临时入境的必要性，以及根据附件13.03建立透明临时入境标准和程序的必要性，并确保边境安全以及保护各自领土内的国内劳动力及永久就业。

Article 13.03: General Obligations

Each Party shall apply its respective measures relating to the provisions of this Chapter in accordance with Article 13.02, including expeditiously applying those measures so as to avoid unduly impairing or delaying trade in goods or services or investment activities under this Agreement.

第13.03条：一般义务

每一方应根据第13.02条的规定，适用其与本章规定相关的措施，包括迅速适用这些措施，以避免不当损害或延迟本协议项下的货物或服务贸易或投资活动。

Article 13.04: Grant of Temporary Entry

第13.04条：临时入境的授予

1. A Party shall grant temporary entry to a business person who complies with existing immigration measures applicable to temporary entry under this Chapter, including Annex 13.04.

1. 一方应根据本章节适用于临时入境的现行移民措施，向符合规定的商务人士授予临时入境，包括附件13.04。

2. A Party may refuse to issue a work permit or authorization to a business person where the temporary entry of that person might adversely affect:

2. 一方可以拒绝向商务人士签发工作许可或授权，如果该人士的临时入境可能对以下方面产生不利影响：

a. the settlement of any existing labour dispute at the place or intended place of employment; or

b. the employment of any person who is involved in that dispute.

a. 在就业地点或预期就业地点解决任何有效的劳资纠纷；或b. 雇佣任何参与该纠纷的人员。

3. Each Party shall limit its respective fees for processing applications for temporary entry of a business person to the approximate cost of services rendered.

3. 每一方应将其各自处理商务人士临时入境申请的费用限制在所提供服务的成本范围内。

Article 13.05: Provision of Information

第13.05条：提供信息

1. Further to Article 20.03 (Transparency - Notification and Provision of Information), and recognizing the importance to the Parties of transparency of temporary entry information, each Party shall make available, through electronic or other means, information on its measures relating to this Chapter.

1.根据第20.03条（透明度 - 通知和提供信息），并认识到临时入境信息透明度对缔约方的重要性，每一方应以电子或其他方式提供与其本章相关措施的信息。

2. Each Party shall, subject to its domestic law regarding protection of private information:

a. collect and maintain statistical data respecting the granting of temporary entry under this Chapter to business persons of the other Party who have been issued a work permit or authorization; and

b. on request of the other Party, make available the information referred to in subparagraph (a).

Article 13.06: Contact Points

1. The Parties establish the following Contact Points:

a. in the case of Canada:

- Director
  Temporary Resident Policy and Program
  Development Division
  Immigration Branch
  Citizenship and Immigration Canada

b. in the case of Panama:

2. 每一方应根据其关于个人信息保护国内法的规定：

a. 收集和维护本章授予另一方已获得工作许可或授权的商务人士的临时入境的统计数据；以及

b. 应另一方的请求，提供下述第（a）项中提到的信息。

第13.06条：联系点

1. 缔约方建立以下联系点：

a. 在加拿大方面：

- 移民部公民与移民部临时居民政策与项目发展司司长

b. 在巴拿马的情况下：

- *Director*

  National Immigration Service

- *Director*

  National Directorate of Employment, Ministry of Labour and Labour Development

or the occupants of any successor position notified to the other Party through the Coordinators.

2. *The Contact Points shall meet as necessary to exchange information as described in Article 13.05 and to consider matters pertaining to this Chapter, such as:*

a. *the implementation and administration of this Chapter;*

b. *the development and adoption of common criteria, definitions and interpretations for the implementation of this Chapter;*

c. *the development of measures to further facilitate temporary entry of business persons on a reciprocal basis; and*

d. *proposed modifications to this Chapter.*

- 国家移民服务局主任 国家就业局主任 劳动和劳动发展部

-

或任何通过协调员通知给另一方的继任职位上的居住者。

2. 联系点应根据需要会晤，以交换第1条3.05中描述的信息，并审议与本章相关的事项，例如：

a. 本章的实施和管理；b. 制定和采用本章实施所需的共同标准、定义和解释；

c. 制定措施，以互惠为基础进一步促进商务人士的临时入境；以及

d. 对本章的拟议修改。

3. The Contact Points shall meet within three years of the entry into force of this Agreement to consider further liberalization to enhance the temporary entry of business persons.

Article 13.07: Dispute Settlement

1. A Party may not initiate proceedings under Chapter Twenty -Two (Dispute Settlement) regarding a refusal to grant temporary entry under this Chapter unless:

   a. the matter involves a pattern of practice; and

   b. the business person who has been refused temporary entry has exhausted the applicable administrative remedies, which do not include judicial remedies.

2. The remedies referred to in paragraph (1)(b) shall be deemed to have been exhausted if a final determination in the matter has not been issued by the competent authority within one yearof the institution of an administrative proceeding, and the failure to issue a determination is not attributable to delay caused by the business person.

Article 13.08: Relation to Other Chapters

3. 联系点应在本协议生效后三年内会晤，以考虑进一步自由化，以增强商务人士的临时入境。

第十三条第13.07条：争议解决

1.一方不得就本章规定的拒绝临时入境启动第二十二章（争议解决）项下的程序，除非：

a. 该事项涉及一种惯例；并且b. 被拒绝临时入境的商务人士已经穷尽了适用的行政救济，但不包括司法救济。

2. 若在行政程序启动后一年内，主管当局未就相关事项作出最终决定，且未作出决定的情形不属于商务人士造成的延误，则视为第（1）（b）款所述的救济措施已被穷尽。

第十三条第13.08条：与其他章节的关系

This Agreement does not impose an obligation on a Party regarding its immigration measures, except as specifically provided in this Chapter or Chapter 20 (Transparency).

本协议除本章或第20章（透明度）另有规定外，不要求一方就其移民措施承担义务。

Annex 13.04: Temporary Entry for Business Persons

附件13.04：商业人士临时入境

Section A – Business Visitors

第A节——商务访客

1. A Party shall grant temporary entry to a business person to engage in a business activity set out in Appendix 13.04 -A:

1. 一方应授予商务人士临时入境，以从事附件13.04-A中列出的商业活动：

   a. without requiring that person to obtain a work permit or authorization, provided that the business person complies with existing immigration measures applicable to temporary entry; and

   a. 无需该人士获得工作许可或授权，前提是该商务人士遵守适用于临时入境的现行移民措施；以及

   b. on presentation of:

   b. 在出示：

      i. proof of citizenship or permanent resident status of a Party,

      ii. documentation demonstrating that the business person will be engaged in a business activity set out in Appendix 13.04 -A and describing the purpose of entry, and

      i. 一方的公民身份证明或永久居民身份证明，ii. 证明商务人士将从事附录13.04-A中列出的商业活动并描述入境目的的文件，以及

iii. *evidence establishing the international scope of the proposed business activity and demonstrating that the business person is not seeking to enter the local labour market.*

2. *The Parties shall require a business person to satisfy the requirements of paragraph 1(b)(iii) by demonstrating that:*

a. *the primary source of remuneration for the proposed business activity is outside the territory of the Party granting temporary entry; and*

b. *the business person's principal place of business and the predominant place of accrual of profits remain outside that territory.*

3. *A Party shall normally accept an oral declaration as to the principal place of business and the actual place of accrual of profits. Where the Party requires further proof, it shall normally consider a letter from the employer attesting to these matters as sufficient proof.*

4. *The Parties may not:*

iii. 证明拟议商业活动的国际范围并表明商务人士无意进入本地劳动力市场的证据。

2.缔约方应要求商务人士通过证明以下内容，以满足第1段(b)(iii)的要求：

a. 拟议商业活动的主要报酬来源位于临时入境一方领土之外；并且

b. 商务人士的主要营业地及利润主要累积地均位于该领土之外。

3. 一方通常应接受关于主要营业地和实际利润累积地的口头声明。若一方要求进一步证明，通常应将雇主出具的证明这些事项的信函视为充分证明。

4. 缔约方不得：

a. require prior approval procedures, labour certification tests or other procedures of similar effect as a condition for temporary entry under paragraph 1 or 2; or

a. 要求事先批准程序、劳工认证测试或其他具有类似效果的程序作为第1款或第2款项下临时入境的条件；或

b. impose or maintain any numerical restriction relating to temporary entry under paragraph 1 or 2.

b. 对第1款或第2款规定的临时入境施加或维持任何数量限制。

5. Notwithstanding paragraph 3, a Party may require business persons seeking temporary entry under this Section to obtain a visa or an equivalent requirement prior to entry. Before imposing a visa or an equivalent requirement, the Party shall consult with the other Party whose business persons would be affected with a view to avoiding the imposition of the requirement.

5. 尽管有第3段的规定，一方可以要求寻求本节规定的临时入境的商务人士在入境前获得签证或同等要求。在施加签证或同等要求之前，该方应与受影响的另一方协商，以避免施加该要求。

Section B – Traders and Investors

B部分 – 贸易商和投资者

1. A Party shallgrant temporary entry and provide a work permit or work authorization to a business person seeking to:

1. 一方应授予临时入境，并为寻求以下目的的商务人士提供工作许可证或工作授权：

a. carry on substantial trade in goods or services principally between the territory of the Party of which the business person is a national and the territory of the Party into which entry is sought, or

a. 在一方国民所属的一方领土与寻求入境的一方领土之间，主要进行货物或服务的重大贸易，或

b. establish, develop, administer or provide advice or key technical services to the operation of an investment to which the business person or the business person's enterprise has committed, or is in the process of committing, a substantial amount of capital,

in a capacity that is supervisory, executive or involves essential skills, provided that the business person complies with existing immigration measures applicable to temporary entry.

2. A Party may not:

a. require labour certification tests or other procedures of similar effect as a condition for temporary entry under paragraph 1; or

b. impose or maintain any numerical restriction relating to temporary entry under paragraph 1.

3. Notwithstanding paragraph 2, a Party may require business persons' seeking temporary entry under this Section to obtain a visa or an equivalent requirement prior to entry. Before imposing a visa or an equivalent requirement, the Party shall consult with the other Party whose business persons would be

b. 建立、发展、管理或向一方或其企业已投入或正在投入大量资本的投资项目提供咨询或关键技术服务，

以监督、高管或涉及关键技能的能力，前提是商务人士遵守适用于临时入境的现行移民措施。

2. 一方不得：

a. 要求劳工认证测试或其他具有类似效果的程序作为第1段所述临时入境的条件；或

b. 实施或维持与第1段所述临时入境相关的任何数量限制。

3. 尽管有第2段的规定，一方可以要求寻求根据本节临时入境的商务人士在入境前获得签证或同等要求。在实施签证或同等要求之前，该方应与另一方协商，该方的商务人士将受到影响，目的是避免实施该要求。

affected with a view to avoiding the imposition of the requirement.

受到影响，目的是避免实施该要求。

4. Paragraph 2 does not apply to:

4. 第2段不适用于：

a. Panama's proportionality requirement as set out in Labour Code of 1971 and their following modifications, in effect upon the entry into force of this Agreement; or

b. labour market opinions applied by Canada in accordance with the Immigration and Refugee Protection Act, S.C. 2001, c.27, and the Immigration and Refugee Protection Regulations, SOR/2002 -227, in effect upon the entry into force of this Agreement.

a.巴拿马的1971年劳动法中规定的比例要求及其后续修订，在本协议生效时适用；或b. 加拿大根据移民与难民保护法，S. C. 2 001，c.27，以及移民与难民保护条例，SOR/2002 -227，适用的劳动力市场意见，在本协议生效时适用。

5. Panama shall accord to business persons of Canada treatment no less favourable than that it accords, with respect to the proportionality requirement referred to in paragraph 4(a), to business persons of a non-Party.

5. 巴拿马应给予加拿大的商务人士不低于其给予非方商务人士，关于第4(a)段所述比例要求，的待遇。

6. If Panama ceases to apply the proportionality requirement referred to in paragraph 4(a) to business persons of Canada, Canada shall not require the labour market opinions referred to in paragraph 4(b) for business persons of Panama.

6. 如果巴拿马停止适用第4段（ a）中提到的比例要求于加拿大商务人士，加拿大不应要求巴拿马商务人士提供第4(b)段中提到的劳动力市场意见。

Section C – Intra-Company Transferees

第C部分 – 公司内部调派人员

1. A Party shallgrant temporary entry and provide a work permit or work authorizationto a business person employed by an enterprise seeking to render services to that enterprise or its subsidiary or affiliate, as an executive or manager, a specialist, or a management trainee on professional development, provided that the business person complies with existing immigration measures applicable to temporary entry. A Party may require the business person to have been employed continuously by the enterprise for one year within the three -year period immediately preceding the date of the application for admission.

1. 一方应授予临时入境，并为受雇于寻求向其自身或其子公司或附属机构提供服务的企业的商务人士提供工作许可证或工作授权，作为高管或经理、专家或管理培训生进行专业发展，前提是该商务人士遵守适用于临时入境的现行移民措施。一方可以要求该商务人士在入境申请日期前的三年期内，已在该企业连续受雇一年。

2. A Party may not:

2. 一方不得：

a. as a condition for temporary entry under paragraph 1, require labour certification tests or other procedures of similar effect; or

a. 作为第1段规定的临时入境的条件，要求劳工认证测试或其他具有类似效果的程序；或b. 对第1段规定的临时入境实施或维持任何数量限制。

b. impose or maintain any numerical restriction relating to temporary entry under paragraph 1.

3. Notwithstanding paragraph 2, a Party may require business persons seeking temporary entry under this Section to obtain a visa or an equivalent requirement prior to entry. Before imposing a visa or an equivalent requirement, the Party shall

3. 尽管有第2段的规定，一方可以要求寻求根据本节临时入境的商务人士在入境前获得签证或同等要求。在实施签证或同等要求之前，该方应当

consult with the other Party whose business persons would be affected with a view to avoiding the imposition of the requirement.

与受此要求影响的另一方协商，以避免实施该要求。

4. Paragraph 2 does not apply to:

4. 第2段不适用于：

a. Panama's proportionality requirement as set out in Labour Code of 1971 and their following modifications in effect upon the entry into force of this Agreement; or

a.巴拿马在1971年劳动法及其后续修订中规定的比例要求，在本协议生效时适用；或

b. labour market opinions applied by Canada in accordance with the Immigration and Refugee Protection Act, S.C. 2001, c.27 and theImmigration and Refugee Protection Regulations, SOR/2002 -227, in effect upon the entry into force of this Agreement.

b. 加拿大根据2001年移民与难民保护法，S. C. 2001, c.27和移民与难民保护条例，SOR/200 2 -2 27适用的劳动力市场意见，在本协议生效时适用。

5. Panama shall accord to business persons of Canada treatment no less favourable than that it accords, with respect to the proportionality requirement referred to in paragraph 4(a), to business persons of a non-Party.

5. 巴拿马应给予加拿大商务人士不低于其给予非方商务人士，关于第4(a)段所述比例要求的待遇。

6. If Panama ceases to apply the proportionality requirement referred to in paragraph 4(a) to business persons of Canada, Canada shall not require the labour market opinions referred to in paragraph 4(b) for business persons of Panama.

6. 如果巴拿马停止适用第4段（ a）中提到的比例要求，以加拿大商务人士为对象，加拿大则不应要求巴拿马商务人士提交第4(b)段中提到的劳动力市场意见。

Section D – Persons Engaged in Specialty Occupations

1. A Party shallgrant temporary entry and provide a work permit or work authorization to a business person seeking to engage in a specialty occupation in Appendix 13.04 -D:

   a. if the business person complies with existing immigration measures applicable to temporary entry; and

   b. on presentation of:

      i. proof of nationality, citizenship or permanent residency status of a Party, and

      ii. documentation demonstrating that the business person is seeking to enter the other Party to engage, as part of a services contract granted by ajuridical person or a services consumer in the other Party, in the field for which the business person has the appropriate qualifications.

2. A Party may not:

   a. as a condition for temporary entry under paragraph 1, require prior approval procedures, labour certification tests or other procedures of similar effect; or

D部分 – 从事特殊职业的人员

1. 一方应授予临时入境，并为寻求从事附录 13.04 -D 中列出的专业职业的商务人士提供工作许可证或工作授权：

   a. 如果商务人士遵守适用于临时入境的现行移民措施；并且b. 在提交以下文件时：

      i. 一方国籍、公民身份或永久居留身份的证明，以及ii. 证明商务人士旨在进入另一方，作为由另一方的法人或服务消费者授予的服务合同的一部分，从事其具备适当资格的专业职业领域的文件。

2. 一方不得：

   a. 作为第1段临时入境的条件，要求事先批准程序、劳工认证测试或其他具有类似效果的程序；或

b. impose or maintain any numerical restriction relating to temporary entry under paragraph 1.

3. Notwithstanding paragraph 2, a Party may require business persons seeking temporary entry under this Section to obtain a visa or an equivalent requirement prior to entry. Before imposing a visa or an equivalent requirement, the Party shall consult with the other Party whose business persons would be affected with a view to avoiding the imposition of the requirement.

b. 对第1段临时入境施加或维持任何数量限制。

3. 尽管有第2段的规定，一方可以要求根据本节寻求临时入境的商务人士在入境前获得签证或同等要求。在实施签证或同等要求之前，该方应与受影响的另一方协商，以避免实施该要求。

Section E – Spouses

1. A Party shallgrant temporary entry and provide a work permit or work authorization to the spouse of a business person who qualifies for temporary entry under Section B (Traders and Investors), Section C (Intra-Company Transferees), or Section D (Persons Engaged in Specialty Occupations), if the spouse complies with existing immigration measures applicable to temporary entry.

2. A Party may not:

E部分 – 配偶

1. 一方应根据B部分（贸易商和投资者）、C部分（公司内部调任人员）或D部分（从事特殊职业的人员）的规定，如果配偶符合适用于临时入境的现行移民措施，则应授予临时入境并提供工作许可或工作授权给符合临时入境资格的商务人士的配偶。

2. 一方不得：

a. require prior approval procedures, labour certification tests or other procedures of similar effect as a condition for temporary entry under paragraph 1; or

a. 将事先批准程序、劳工认证测试或其他具有类似效果的程序作为第1段规定的临时入境的条件；或

b. impose or maintain any numerical restriction relating to temporary entry under paragraph 1.

b. 对第1段下的临时入境实施或维持任何数量限制。

3. Notwithstanding paragraph 2, a Party may require spouses of business persons seeking temporary entry under this Section to obtain a visa or an equivalent requirement prior to entry. Before imposing a visa or an equivalent requirement, the Party shall consult with the other Party whose nationals would be affected with a view to avoiding the imposition of the requirement.

3. 尽管有第2段的规定，一方可以要求寻求本节下临时入境的商务人士的配偶在入境前获得签证或同等要求。在实施签证或同等要求之前，该方应与受影响的另一方协商，以避免实施该要求。

4. Paragraph 2 does not apply to:

4. 第2段不适用于：

a. Panama's proportionality requirement as set out in Labour Code of 1971 and their following modifications in effect upon the entry into force of this Agreement; or

a. 巴拿马在1971年劳动法中规定的比例要求及其在本协议生效时生效的后续修改；或

b. labour market opinions applied by Canada in accordance with the Immigration and Refugee Protection Act, S.C. 2001, c.27 and the Immigration and Refugee Protection Regulations, SOR/2002 -227, in effect upon the entry into force of this Agreement.

b. 加拿大根据移民与难民保护法，S. C. 2 001，c.27以及移民与难民保护条例，SOR/2002 -227，在本协议生效时适用的劳动力市场意见。

5. Panama shall accord to spouses of business persons of Canada treatment no less favourable than that it accords, with respect to the proportionality requirement referred to in paragraph 4(a), to spouses of business persons of a non-Party.

6. If Panama ceases to apply the proportionality requirement referred to in paragraph 4(a) to spouses of business persons of Canada, Canada shall not require the labour market opinions referred to in paragraph 4(b) for spouses of business persons of Panama.

Appendix 13.04-A: Business Visitors

Research and Design

Technical, scientific and statistical researchers conducting independent research or research for an enterprise located in the territory of the other Party.

Cultivation, Manufacture and Production

Purchasing and production management personnel conducting commercial transactions for an enterprise located in the territory of the other Party.

Marketing

5. 巴拿马应当给予加拿大商务人士的配偶不低于其给予非一方商务人士配偶，关于第4(a)段所述比例要求的待遇。

6. 如果巴拿马停止将第4(a)段所述比例要求适用于加拿大商务人士的配偶，加拿大则不得要求巴拿马商务人士的配偶提供第4(b)段所述的劳动力市场意见。

附录13.04- A：商务访客

研究与设计

在另一方领土内开展独立研究或企业研究的技术、科学和统计研究人员。

种植、制造和生产

采购和生产管理人员为企业位于另一方领土的企业开展商业交易。

营销

Market researchers and analysts conducting independent research or analysis or research or analysis for an enterprise located in the territory of the other Party.

市场研究人员和分析师为位于另一方领土的企业开展独立研究或分析或研究或分析。

Trade fair and promotional personnel attending a trade convention.

Trade fair and promotional personnel attending a trade convention.

Sales

Sales

Sales representatives and agents taking orders or negotiating contracts for goods or services for an enterprise located in the territory of the other Party but not delivering goods or providing services.

为位于另一方领土的企业，但未在该领土内交付货物或提供服务而接受订单或谈判合同的销售代表和代理人。

Buyers purchasing for an enterprise located in the territory of the other Party.

为位于另一方领土的企业采购的买方。

Distribution

Distribution

Transportation operators transporting goods or passengers to the territory of a Party from the territory of the other Party or loading and transporting goods or passengers from the territory of a Party, with no unloading in that territory, to the territory of the other Party.

运输运营商将货物或乘客从另一方领土运至一方领土，或从一方领土装载并运往另一方领土的货物或乘客，且在该一方领土内无卸货行为。

After-Sales or After-Lease Service

售后租赁服务

Installers, repair and maintenance personnel, and supervisors, possessing specialized knowledge essential to a seller's contractual obligation, performing services or training workers to perform services, pursuant to a warranty or other service contract incidental to the sale or lease of commercial or industrial equipment or machinery, including computer software, purchased or leased from an enterprise located outside the territory of the Party into which temporary entry is sought, during the life of the warranty or service agreement.

安装人员、维修和保养人员以及主管，拥有卖家的合同义务所必需的专业知识，根据保修或销售或租赁商业或工业设备或机械（包括计算机软件）的保修或服务合同附带的服务，为从寻求临时入境的一方领土外购买或租赁的企业提供服务或培训工人以提供服务，在保修或服务协议的有效期内。

Management and Supervisory

Personnel engaging in a commercial transaction for an enterprise located in the territory of the other Party.

管理和主管

为位于另一方领土的企业从事商业交易的有关人员。

Financial Services

Insurers, bankers or investment brokers engaging in commercial transactions for an enterprise located in the territory of the other Party where the provision of such financial services does not require the authorization of the competent authority of the Party.

金融服务

为位于另一方领土的企业从事商业交易的保险公司、银行家或投资经纪人，其中此类金融服务的提供不需要获得一方主管当局的授权。

Public Relations and Advertising

Personnel consulting with business associates, or attending or participating in conventions.

公共关系和广告

人员咨询商业伙伴，或出席或参与会议。

Tourism

Tour and travel agents, tour guides or tour operators attending or participating in conventions or conducting a tour that has begun in the territory of the other Party.

Translation/ Interpretation

Translators or interpreters performing services as employees of an enterprise located in the territory of the other Party, except for services performed by government -authorized translators.

Appendix 13.04-D: Persons Engaged in Specialty Occupations

The specialty occupations listed below are covered under this Chapter:

General

- Accommodation Service Manager
- Actuary
- Forestry Professional
- Geomatics Professional
- Graphic Designer and Illustrator
- Industrial Designer
- Land Surveyor

旅游业

旅游代理商、导游或旅游运营商出席或参与在另一方领土举行的会议，或开展在另一方领土开始的旅游。

翻译/口译

作为位于另一方领土的企业雇员提供服务的翻译人员或口译人员，不包括政府授权的翻译人员提供的服务。

附件13.0.4-D：从事特殊职业的人员

下列专业职业受本章涵盖：

一般

- 住宿服务经理 精算师 林业专业人员 地理信息专业人员 平面设计师和插画家 工业设计师
-
-
-
-
- 土地测量员

- Logistics Professional/Logistics Expert
- Management Consultant
- Mathematician
- Primary Production Manager (except Agriculture and related professions), includes a manager who plans, organizes, directs, controls and evaluates the operations of establishments in the following primary industries: forestry and logging, mining and quarrying, oil and gas drilling, production and servicing operations, and commercial fishing.
- Statistician
- Aeronautical Engineer
- Electronics Engineer
- Software Engineer and Designer
- Systems Engineer

- 物流专业人员/物流专家 管理顾问 数学家 初级生产经理（不包括农业和相关职业），包括计划、组织、指导、控制和评估以下主要产业中设立机构的运营的经理：林业和采伐、采矿和采石、石油和天然气钻探、生产和服务运营以及商业捕鱼。统计学家 航空工程师 电子工程师 软件工程师和设计师 系统工程师

Computer and Information Systems

计算机与信息系统

- Database Analyst and Data Administrator
- Information and Communication Technology Professional
- Information Systems Analyst
- Software Developer
- Web Designer and Developer
- Computer Programmer

- 数据库分析师和数据管理员信息和通信技术专业人员信息系统分析师软件开发者网页设计师和开发者计算机程序员

- Interactive Media Developer

- 交互式媒体开发者

Science

科学

- Archeologist
- Anthropologist
- Astronomer
- Biologist (including Ecologist, Animal Geneticist, Food Scientist)
- Geochemist
- Geologist
- Geophysicist
- Meteorologist
- Paleontologist
- Physicist

- 考古学家人类学家天文学家生物学家（包括生态学家、动物遗传学家、食品科学家）地球化学家地质学家地球物理学家气象学家古生物学家物理学家

Text of the Canada–Panama Free trade agreement – Chapter fourteen: Competition policy, monopolies and state enterprises

加拿大-巴拿马自由贸易协定文本 – 第十四章节：竞争政策、垄断和国家企业

Article 14.01: Definitions

For purposes of this Chapter:

covered investment means "covered investment" as defined in Article 9.01 (Investment – Definitions);

第十四条第01款：定义

本章的目的是：

受保护投资 是指根据定义的“受保护投资”

第9.01条（投资——定义）；

designate *means to establish, authorize, or to expand the scope of a monopoly to cover an additional good or service after the date of entry into force of this Agreement;*

指定 意味着建立、授权或在本协议生效日期后扩大垄断范围以涵盖额外的货物或服务；

government monopoly *means a monopoly owned or controlled through ownership interests by the national government of a Party, or by another such monopoly;*

政府垄断 是指由一方国家政府通过所有权利益拥有或控制的垄断，或由另一类似垄断；

in accordance with commercial considerations *means consistent with normal business practices of privately held enterprises in the relevant business sector or industry;*

根据商业考虑 是指与相关业务部门或行业中私营企业的正常商业惯例一致；

market *means the geographic and commercial market for a good or service;*

市场 是指货物或服务的地理和商业市场；

monopoly *means an entity, including a consortium or government agency, that in a relevant market in the territory of a Party is designated as the sole provider or purchaser of a good or service, but does not include an entity that has been granted an exclusive intellectual property right solely by reason of such grant;*

垄断 是指在一方领土内的相关市场中，被指定为某种商品或服务的唯一提供者或购买者的实体，包括联合体或政府机构，但排除因拨款原因而获得专有知识产权的实体；**非歧视待遇** 是指本协定相关条款中规定的国民待遇或最惠国待遇中较优者；以及**国有企业** 是指由一方拥有或通过所有权利益控制的企业，但附件14.04另有规定者除外。

non-discriminatory treatment *means the better of national treatment or most -favoured -nation treatment as set out in the relevant provisions of this Agreement; and*

state enterprise *means an enterprise owned or controlled through ownership interests by a Party, except as set out in Annex 14.04.*

Article 14.02: Competition Policy

1. Each Party shall adopt or maintain measures to proscribe anti-competitive business conduct and take appropriate action regarding that conduct, recognizing that those measures will enhance the fulfilment of the objectives of this Agreement. To this end the Parties shall discuss from time to time the effectiveness of measures undertaken by each Party. The measures each Party adopts or maintains to proscribe anti-competitive business conduct and the enforcement actions it takes pursuant to those measures shall be consistent with principles of transparency, non-discrimination and procedural fairness. Exclusions from these measures shall be transparent.

2. Each Party shall maintain its independence in developing and enforcing its competition law.

3. Each Party recognizes the importance of cooperation and coordination between their competition authorities to further effective competition law enforcement in the free trade area. The Parties shall cooperate on matters relating to the enforcement of competition laws and policies in the free trade area. In this regard, the Parties, through their respective competition authorities, shall negotiate a cooperation

文章 14.02：竞争政策

1. 每一方应采取或维持禁止反竞争商业行为的措施，并就该行为采取适当行动，认识到这些措施将有助于实现本协议的目标。为此，缔约方应不时讨论每一方所采取措施的有效性。每一方为禁止反竞争商业行为而采取或维持的措施以及根据这些措施采取的执法行动应与透明度、非歧视和程序公平的原则一致。这些措施的排除应具有透明度。

2. 每一方应保持其制定和执行竞争法的独立性。

3. 每一方承认其竞争主管机关之间合作与协调的重要性，以进一步促进自由贸易区内有效的竞争法执行。缔约方应在自由贸易区内有关竞争法律和政策执行的事项上合作。为此，缔约方应通过其各自竞争主管机关，就一项可能涉及以下事项的合作协定进行谈判：通知、磋商、积极与消极礼让、技术援助和信息交换。

instrument that may address, among other matters, notification, consultation, positive and negative comity, technical assistance and exchange of information.

该协定可能涉及其他事项，包括通知、磋商、积极与消极礼让、技术援助和信息交换。

4. To promote understanding between the Parties, or to address specific matters that arise under this Chapter, a Party shall enter into discussions on request of the other Party. The requesting Party shall indicate in its request how the matter affects trade or investment between the Parties. The other Party shall give full and sympathetic consideration to the concerns of the requesting Party.

4. 为促进缔约方之间的相互理解，或处理本章下出现的特定事项，一方应根据另一方的请求进行磋商。请求方应在请求中说明该事项如何影响缔约方之间的贸易或投资。另一方应充分并同情地考虑请求方的关切。

Article 14.03: Designated Monopolies

第14.03条：指定垄断

1. This Agreement does not prevent a Party from designating a monopoly.

1. 本协议不妨碍一方指定垄断。

2. Where a Party intends to designate a monopoly and the designation may affect the interests of a person of the other Party, the designating Party shall, wherever possible, provide prior written notification of the designation to the other Party.

2. 当一方打算指定垄断且指定可能影响另一方个人的利益时，指定方应尽可能向另一方提供事先书面通知。

3. Each Party shall ensure that a privately owned monopoly that it designates or a government monopoly that it maintains or designates:

3. 每一方应确保其指定或维持的私营垄断或政府垄断：

- acts in a manner that is not inconsistent with the Party's obligations under this Agreement wherever such a monopoly exercises a regulatory, administrative, or other governmental authority that the Party has delegated to it in connection with the monopoly good or service, such as the power to grant import or export licenses, approve commercial transactions, or impose quotas, fees, or other charges;

- 在行使该垄断在与其垄断商品或服务相关的方面授予该方监管、行政或其他政府权力时，该垄断应以与该方根据本协议承担的义务一致的方式行事，例如授予进出口许可证、批准商业交易或实施配额、费用或其他费用，；

- acts solely in accordance with commercial considerations in its purchase or sale of the monopoly good or service in the relevant market, including with regard to price, quality, availability, marketability, transportation, and other terms and conditions of purchase or sale, except to comply with a term of its designation that is not inconsistent with subparagraphs (c) or (d);

- 根据商业考虑行事，在其相关市场购买或销售垄断商品或服务，包括价格、质量、可用性、市场性、运输以及其他购买或销售条款和条件，但需遵守其指定条款中与分项条款（c）或（d）不一致的条款除外；

- provides non-discriminatory treatment to covered investments, to goods of the other Party, and to service suppliers of the other Party in its purchase or sale of the monopoly good or service in the relevant market; and

- 提供 给予非歧视待遇 受保护投资、另一方的货物和服务另一方的服务供应商在其购买或销售相关市场中的垄断商品或服务；和

- does not use its monopoly position to engage directly or indirectly, including through its dealings with its parent,

- 不使用其垄断地位，直接或间接地，包括通过与其母公司、

its subsidiaries or other enterprises with common ownership, in anticompetitive practices in a non-monopolized market in its territory that adversely affect a covered investment.

其子公司或其他具有共同所有权的实体，在非垄断市场内其领土中从事反竞争行为，从而不利影响受保护投资。

4. Paragraph 3 does not apply to procurement by a government of a good or service for governmental purposes as long as the good or service is not intended for:

4. 第3段不适用于一方为政府目的采购货物或服务，只要该货物或服务不是旨在：

- commercial sale or resale; or
- use in the production or supply of a good or service for commercial sale or resale.

- 商业销售或转售；或用于生产或供应货物或服务以供商业销售或转售。
-

Article 14.04: State Enterprises

第14.04条：国有企业

1. This Agreement does not prevent a Party from establishing or maintaining a state enterprise.

1. 本协议不妨碍一方建立或维持国有企业。

2. Each Party shall ensure that a state enterprise that it establishes or maintains acts in a manner that is consistent with the Party's obligations under Chapters Nine (Investment) and Twelve (Financial Services) whenever that enterprise exercises a regulatory, administrative, or other governmental authority that the Party has delegated to it, such as the power to

2. 每一方应确保其建立或维持的国营企业，在行使该方已授予其的监管、行政或其他政府权力时，例如征收、发放许可证、批准商业交易或实施配额、费用或其他费用等权力时，其行为应与该方在第九章（投资）和第十二章（金融服务）项下的义务相一致，

expropriate, grant licenses, approve commercial transactions, or impose quotas, fees, or other charges.

征收、发放许可证、批准商业交易或实施配额、费用或其他费用。

3. Each Party shall ensure that a state enterprise that it establishes or maintains accords non-discriminatory treatment in the sale of its goods or services to covered investments.

3. 每一方应确保其建立或维持的国有企业在与受保护投资进行货物或服务的销售时，给予非歧视待遇。

Article 14.05: Dispute Settlement

第14.05条：争议解决

1. A Party may not have recourse to dispute settlement under Chapter Twenty -Two (Dispute Settlement) for a matter arising under this Chapter except for those matters arising under Articles 14.03 and 14.04.

1. 一方不得根据第二十二章（争议解决）就根据本章产生的事项援引争议解决程序，但根据第14.03条和第14.04条产生的事项除外。

2. An investor may not have recourse to investor-state dispute settlement under Article 9.20 (Investment – Claim by an Investor of a Party on Its Own Behalf) or Article 9.21 (Investment – Claim by an Investor of a Party on Behalf of an Enterprise)for a matter arising under this Chapter except for a matter arising under Article 14.03(3)(a) or Article 14.04(2).

2. 投资者不得根据第9.20条（投资——一方投资者以自身名义提出的索赔）或第9.21条（投资——一方投资者代表企业提出的索赔）就根据本章产生的事项援引投资者-国家争端解决程序，但根据第14.03(3)(a)条或第14.04(2)条产生的事项除外。

Annex 14.04: Country-Specific Definitions of State Enterprises

附件14.04：国家特定国有企业定义

For purposes of Article 14.04(3) "state enterprise" means, with respect to Canada, a "Crown corporation" within the meaning of

根据第14.04(3)条“国家企业”的定义，在加拿大，其含义是指符合《财政行政法案》（1985年加拿大法典，F-11法典）中定义的“王室公司”，或符合任何可比省级法律或等效实体，该实体根据其他适用的省级法律组建。

the Financial Administration Act (R.S.C. 1985, c. F-11), a Crown corporation within the meaning of any comparable provincial law or equivalent entity that is incorporated under other applicable provincial law.

根据《财政行政法案》（1985年加拿大法典，F-11法典）中定义的“王室公司”，或符合任何可比省级法律或等效实体，该实体根据其他适用的省级法律组建。

Text of the Canada–Panama Free trade agreement – Chapter fifteen: Electronic commerce

加拿大-巴拿马自由贸易协定文本 – 第十五章：电子商务

Article 15.01: Definitions

第十五条：定义

For purposes of this Chapter:

就本章而言：

delivered electronically means delivered through telecommunications, alone or in conjunction with other information and communication technologies;

电子交付 是指通过电信方式交付，或与其他信息和通信技术结合交付；

digital product means a computer program, text, video, image, sound recording or other product that is digitally encoded; and

数字产品 是指数字编码的计算机程序、文本、视频、图像、声音录音或其他产品；并且

electronic commerce means commerce conducted through telecommunications, alone or in conjunction with other information and communication technologies.

电子商务 是指通过电信方式，或与其他信息和通信技术结合进行的贸易。

Article 15.02: Scope and Coverage

第15.02条：范围和适用范围

1. The Parties confirm that this Agreement, including Chapter 2 (National Treatment and Market Access for Goods), Chapter 9 (Investment), Chapter 10 (Cross-Border Trade in Services), Chapter 11 (Telecommunications), Chapter 12 (Financial Services), Chapter 16 (Government Procurement) and Chapter 23 (Exceptions) applies to electronic commerce. In particular, the Parties recognize the importance of Article 11.03 (Telecommunications - Access to and Use of Public Telecommunications Transport Networks or Services) in enabling electronic commerce.

1. 缔约方确认本协议，包括第2章（国民待遇和市场准入（货物））、第9章（投资）、第10章（跨境服务贸易）、第11章（电信）、第12章（金融服务）、第16章（政府采购）和第23章（例外），适用于电子商务。特别是，缔约方认识到第11.03条（电信——对公共电信传输网络或服务的准入和使用）在促进电子商务方面的重要性。

2. Nothing in this Chapter imposes an obligation on a Party to allow a product to be delivered electronically, except in accordance with the obligations of that Party under another Chapter of this Agreement.

2. 本章中的任何内容均未规定一方有义务允许产品电子交付，除非根据本协议另一章节规定该方的义务。

3. For greater certainty, a Party's reservations set out in its Schedule to Annex I, II or III apply to electronic commerce.

3. 为进一步明确，一方在附件I、II或III的清单中提出的保留适用于电子商务。

Article 15.03: General Provisions

第15.03条：一般规定

1. The Parties recognize the economic growth and opportunities provided by electronic commerce and the applicability of WTO rules to electronic commerce.

1. 缔约方承认电子商务提供的经济增长和机遇，以及WTO规则对电子商务的适用性。

2. *Considering the potential of electronic commerce as a social and economic development tool, the Parties recognize the importance of:*

- *clarity, transparency and predictability in their domestic regulatory frameworks in facilitating, to the maximum extent possible, the development of electronic commerce;*
- *encouraging self-regulation by the private sector to promote trust and confidence in electronic commerce, having regard to the interests of users, through initiatives such as industry guidelines, model contracts and codes of conduct;*
- *interoperability, innovation and competition in facilitating electronic commerce;*
- *ensuring that global and domestic electronic commerce policy takes into account the interest of all stakeholders, including business, consumers, non-government organizations and relevant public institutions; and*
- *sharing information and experiences on laws, regulations and programmes in order to facilitate the use of electronic commerce by micro -, small - and medium -sized enterprises.*

2. 考虑到电子商务作为社会和经济发展工具的潜力，缔约方承认其重要性：

- 清晰度、透明度和可预测性在其国内监管框架中，以最大程度地促进电子商务的发展；鼓励私营部门通过行业指南、示范合同和行为准则等举措开展自我监管，以促进电子商务中的信任和信心，并考虑用户的利益；促进电子商务的互操作性、创新和竞争；确保全球和国内电子商务政策考虑到所有利益相关者的利益，包括企业、消费者、非政府组织和相关公共机构；并分享关于法律、法规和计
- 划的信息和经验，以促进微型、小型和中型企业使用电子商务。

3. Each Party shall endeavour to adopt measures to facilitate electronic commerce that address issues relevant to the electronic environment.

3. 每一方应努力采取措施，以促进电子商务，解决与电子环境相关的问题。

4. The Parties recognize the importance of avoiding unnecessary barriers to electronic commerce. Having regard to its national policy objectives, each Party shall endeavour to guard against measures that:

4. 缔约方承认避免对电子商务造成不必要的障碍的重要性。鉴于其国家政策目标，每一方应努力防止采取以下措施：

- unduly hinder electronic commerce; or
- have the effect of treating electronic commerce more restrictively than commerce conducted by other means.

- 过度阻碍电子商务；或具有将电子商务比其他方式进行的商业更为严格限制的效果。
-

Article 15.04: Customs Duties on Digital Products Delivered Electronically

第15.04条：电子交付的数字产品的关税

1. A Party shall not apply a customs duty, fee or charge on a digital product delivered electronically.

1. 一方不得对电子交付的数字产品征收关税、费用或收费。

2. For greater clarity, paragraph 1 does not prevent a Party from imposing an internal tax or other internal charge not prohibited by this Agreement on a digital product delivered electronically.

2. 为更清晰起见，第1段并不禁止一方对电子交付的数字产品征收本协议禁止的内部税或其他内部费用。

Article 15.05: Relation to Other Chapters

第15.05条：与其他章节的关系

In the event of an inconsistency between this Chapter and another Chapter of this Agreement, the other Chapter prevails.

如果本章与本协议的另一章节之间存在不一致，则另一章节优先适用。

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement

加拿大-巴拿马自由贸易协定文本 – 第十六章：政府采购

Article 16.01: Definitions

第16.01条：定义

For the purposes of this Chapter:

本章的目的：

commercial good or service means a good or service of a type generally sold or offered for sale in the commercial marketplace to, and customarily purchased by, non-governmental buyers for non-governmental purposes;

商业货物或服务 是指通常在商业市场上向非政府买方销售或提供的货物或服务，且为非政府目的而习惯性购买的；

conditions for participation means a registration, qualification or other prerequisites for participation in a procurement;

参与条件 是指参与采购的注册、资格认证或其他先决条件；**建筑服务** 是指为实现土木或建筑工程而直接由一方支付的合同安排；

construction service means a contractual arrangement for the realization by any means of civil or building works paid for:

1. directly by the Party; or
2. for a specified period of time, through any grant to the supplier of temporary ownership or a right to control and operate, and

1. 直接由一方支付；或
2. 在规定期限内，通过向供应商拨款或临时所有权或控制权与经营权，以及

demand payment for the use of those works, for the duration of the contract;

要求付款以使用这些作品，为期合同期限；

in writing or **written** means a worded or numbered expression that can be read, reproduced and later communicated; it may include electronically transmitted and stored information;

书面形式或**书面的**是指可以阅读、复制并在以后传达的文字或编号的表达；它可能包括电子传输和存储的信息；

limited tendering means a procurement method where the procuring entity contacts a supplier or suppliers of its choice;

有限招标是指采购实体联系其选择的供应商或供应商的采购方法；

multi-use list means a list of suppliers that a procuring entity has determined satisfy the conditions for participation in that list, and that the procuring entity intends to use more than once;

多用途清单是指采购实体已确定满足该清单参与条件的供应商清单，并且采购实体打算多次使用；

notice of intended procurement means a notice published by a procuring entity inviting interested suppliers to submit a request for participation or a tender;

采购意向通知是指采购实体发布的邀请感兴趣的供应商提交参与请求或投标的通知；

offsets means a condition or undertaking that encourages local development or improves a Party's balance -of-payments accounts, such as the use of domestic content, the licensing of technology, investment, counter-trade or similar actions or requirements;

冲销是指鼓励本地发展或改善一方国际收支账目的条件或承担，例如使用国内含量、技术许可、投资、反贸易或类似行动或要求；**公开招标**是指所有感兴趣的供应商可以提交投标的采购方法；

open tendering means a procurement method where all interested suppliers may submit a tender;

procurement means the process by which a government obtains the use of or acquires a good or service for governmental purposes and not

采购 是指政府为政府目的获取或获得货物或服务的过程，而非以商业销售或转售为目的，或用于商业销售或转售的货物或服务的生产或供应；**采购实体** 是指加拿大和巴拿马在本章议程附件1和2中列出的实体；

with a view to commercial sale or resale, or use in the production or supply of a good or service for commercial sale or resale;

为商业销售或转售，或用于生产或供应为商业销售或转售的货物或服务；

procuring entity *means an entity listed in Annexes 1 and 2 of Canada and Panama's schedules to this Chapter;*

采购实体是指加拿大和巴拿马本章清单附件 1 和 2 中列出的实体；

selective tendering *means a procurement method where only suppliers satisfying the conditions for participation are invited by the procuring entity to submit a tender;*

选择性招标是指一种采购方法，即采购实体仅邀请满足参与条件的供应商提交投标；

service *includes a construction service, unless otherwise specified;*

standard *means a document approved by a recognized body that provides, for common and repeated use, rules, guidelines or characteristics for a good or service, or related processes and production methods, with which compliance is not mandatory; it may also include or deal exclusively with terminology, symbols, packaging, marking or labelling requirements as they apply to a good, service, process or production method;*

服务包括建筑服务，除非另有规定；**标准**是指由认可机构批准的文件，该文件为通用和重复使用提供关于货物或服务的规则、指南或特性，或相关的工艺和生产方法，遵守这些规则并非强制性的；它也可以包括或专门处理适用于货物、服务、工艺或生产方法的术语、符号、包装、标记或标签要求；

supplier *means a person that provides or could provide a good or service to a procuring entity; and*

供应商是指向采购实体提供或可能提供货物或服务的人员；以及

technical specification *means a tendering requirement that:*

技术规格是指招标要求，即：

1. lays down the characteristics of a good or service to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or

2. addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or service.

1. 规定了待采购货物或服务的特性，包括质量、性能、安全和尺寸，或其生产或提供的流程和方法；或

2. 地址术语、符号、包装、标记或标签要求，适用于货物或服务。

Article 16.02: Scope and Coverage

第16.02条：范围和覆盖范围

Application of Chapter

章节的应用

1. This Chapter applies to a measure adopted or maintained by a Party relating to procurement by a procuring entity listed in Annex 1 to Canada or Panama Schedule to this Chapter:

1. 本章适用于一方采取或维持的措施，该措施与加拿大或巴拿马清单附件1中列出的采购实体进行的采购有关：

- by a contractual means, including purchase and rental or lease, with or without an option to buy;
- for which the value, as estimated in accordance with paragraph 5, equals or exceeds the relevant threshold specified in Annex 1 to Canada or Panama Schedule to this Chapter; and
- subject to the terms of Annex 1 to Canada or Panama Schedule to this Chapter.

- 通过合同方式，包括购买和租赁或租赁，以及是否有购买选择权；其价值，根据第5段估计，等于或超过加拿大或巴拿马清单附件1中本章规定的相关门槛；并受加拿大或巴拿马清单附件1中本章条款的约束。
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2. This Chapter does not apply to:

2. 本章不适用于：

- the acquisition or rental of land, existing buildings or other immovable property or the rights thereon;
- a non-contractual agreement or form of assistance that a Party, including a state enterprise, provides, including a grant, loan, equity infusion, fiscal incentive, subsidy, guarantee or cooperative agreement;
- government provision of a good or service to a person or to a sub -national government;
- a purchase for the direct purpose of providing foreign assistance;
- a purchase funded by an international grant, loan or other assistance if the provision of that assistance is subject to conditions inconsistent with this Chapter;
- the procurement or acquisition of a fiscal agency or depository service, liquidation and management service for regulated financial institutions, or a service related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities; this Chapter does not apply to procurement of a banking, financial or specialized service related to:
    - the incurring of public indebtedness, or

- 土地、现有建筑或其他不动产的收购或租赁，或相关权利；一方（包括国有企业）提供的非合同协议或援助形式，包括拨款、贷款、股权注入、财政激励、补贴、担保或合作协议；
-
- 政府向个人或次国家级政府提供货物或服务；
- 为直接提供对外援助而进行的购买；
- 由国际拨款、贷款或其他援助资助的购买，如果该援助的提供与本章不一致的条件；
- 获取财政代理机构或受监管金融机构的清算和管理服务，或与公债的出售、赎回和分销相关的服务，包括贷款和政府债券、票据和其他证券；本章不适用于获取银行业务、金融或与销售相关的专业服务：
    - 公共债务的承担，或

- *public debt management;*

- *the hiring of a government employee or related employment measure;*
- *a procurement made by an entity or state enterprise from another entity or state enterprise of that Party; or*
- *a purchase made under exceptionally advantageous conditions that only arise in the very short term in the case of an unusual disposal such as one arising from liquidation, receivership or bankruptcy, but not for a routine purchase from a regular supplier.*

3. *Nothing in this Chapter prevents a Party from developing new procurement policies, procedures or contractual means, provided they are not inconsistent with this Chapter.*

4. *If a procuring entity awards a contract that is not covered by this Chapter, this Chapter does not cover a good or service component of that contract.*

Valuation

- 公共债务管理；

- 政府雇员招聘或相关就业措施；一方实体或国有企业从该方的另一实体或国有企业采购；或在非正常处置（如清算、接管或破产引起）的情况下，仅在极短期内出现的异常有利条件下进行的购买，但不包括从常规供应商进行的常规采购。
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3. 本章任何内容均不得阻止一方制定新的采购政策、程序或合同方式，前提是这些政策、程序或合同方式与本章节不一致。

4. 如果一个采购实体授予的合同不属于本章涵盖范围，本章不涵盖该合同的货物或服务成分。

评估

1. *In estimating the value of a procurement for the purpose of ascertaining whether it is a procurement covered by this Chapter, a procuring entity:*

a. *shall not divide a procurement into separate procurements or select or use a particular valuation method for estimating the value of a procurement with the intention of totally or partially excluding it from the application of this Chapter;*

b. *shall include the estimated maximum total value of the procurement over its entire duration, whether awarded to one or more suppliers, taking into account all forms of remuneration, including:*

- *premiums, fees, commissions and interest, and*
- *the estimated maximum total value of the procurement, inclusive of optional purchases, if the procurement provides for the possibility of option clauses; and*

c. *shall base its calculation of the total maximum value of the procurement over its entire duration, if the procurement is to be conducted in multiple parts, with contracts to be*

1. 在估算采购价值以确定其是否属于本章涵盖范围的采购时，采购实体应：

a.不得将采购拆分为单独的采购，或选择或使用特定的评估方法来估算采购的价值，意图完全或部分排除其适用本章；

b. 应包括采购在整个期间内的估算最高总价值，无论授予一个或多个供应商，并考虑所有形式的报酬，包括：

- 溢价、费用、佣金和利息，以及如果采购提供选项条款的可能性，则包括可选采购的估算最高总价值；和
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c. 如果采购要分多个部分进行，并且合同要

awarded at the same time or over a given period to one or more suppliers.

同时授予一个或多个供应商，或在一个给定期限内授予。

Article 16.03: Security and General Exceptions

第16.0.3条：安全与一般例外

1. Nothing in this Chapter prevents a Party from taking action or not disclosing information that it considers necessary for the protection of its essential security interests relating to procurement:

1. 本章任何规定均不得阻止一方采取行动或不披露其认为对保护其基本安全利益（涉及采购）所必需的信息：

   a. of arms, ammunition or war materials;

   b. indispensable for national security; or

   c. for national defence purposes.

   a. 涉及武器、弹药或战争物资；b. 对国家安全必不可少；或c. 用于国防目的。

2. Provided that a measure is not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties if the same conditions prevail or a disguised restriction on trade between the Parties, nothing in this Chapter prevents a Party from adopting or maintaining a measure:

2. 但若一项措施并非以构成任意或不合理歧视各方的手段实施，且在相同条件下适用或构成对缔约方之间贸易的伪装限制，本章任何规定均不得阻止一方采纳或维持一项措施：

   a. necessary to protect public morals, order or safety;

   b. necessary to protect human, animal or plant life or health;

   a. 有必要保护公共道德、秩序或安全；b. 有必要保护人类、动物或植物的生命或健康；

c. *necessary to protect intellectual property; or*

d. *relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.*

3. *The Parties understand that paragraph 2(b) includes an environmental measure necessary to protect human, animal or plant life or health.*

c. 有必要保护知识产权；或d. 与残疾人士的货物或服务、慈善机构或监狱劳动有关。

3.缔约方认识到第2段(b)包括一项保护人类、动物或植物的生命或健康所必需的环境措施。

Article 16.04: General Principles

National Treatment and Non-Discrimination

1. *With respect to a measure relating to procurement covered by this Chapter, each Party shall accord immediately and unconditionally to a good or service of the other Party, and to a supplier of the other Party of such good or service, treatment no less favourable than the most favourable treatment the Party accords to a domestic good, service or supplier.*

2. *With respect to a measure relating to procurement covered by this Chapter, a Party shall not:*

   a. *treat a locally established supplier less favourably than another locally established supplier on the basis of the degree of foreign affiliation or ownership; or*

第16.04条：一般原则

国民待遇和非歧视

1. 就本章涵盖的与采购相关的措施而言，每一方应立即无条件地给予另一方的货物或服务以及提供该货物或服务的另一方的供应商不低于该方给予国内货物、服务或供应商的最惠国待遇。

2. 就本章涵盖的与采购相关的措施而言，一方不得：

   a. 对本地设立供应商基于外国关联或所有权程度而较之其他本地设立供应商给予优惠待遇；或

b. discriminate against a locally established supplier on the basis that the good or service offered by that supplier for a particular procurement is a good or service of the other Party.

b. 基于本地设立供应商为特定采购提供的货物或服务为另一方的货物或服务而歧视该本地设立供应商。

Conduct of Procurement

1. A procuring entity shall conduct procurement covered by this Chapter in a transparent and impartial manner that:

a. is consistent with this Chapter;

b. avoids conflicts of interest; and

c. prevents corrupt practices.

采购行为

1. 采购实体应当以透明和非歧视的方式开展本章规定的采购活动：

a. 与本章一致；b. 避免利益冲突；以及
c. 防止腐败行为。

Tendering Procedures

1. A procuring entity shall use open tendering except where Articles 16.07(6) through 16.07(9) or Article 16.10 apply.

招标程序

1. 采购实体应当使用公开招标，但第16.07(6)至16.07(9)条或第16.10条适用时除外。

Rules of Origin

1. With regard to the procurement of a good covered by this Chapter, each Party shall apply the rules of origin that it applies to that good in the normal course of trade.

原产地规则

1. 关于本章涵盖的商品的采购，每一方应适用其在该正常贸易中适用于该商品的原产地规则。

Offsets

冲销

1. A Party, including its procuring entities, shall not seek, take account of, impose or enforce offsets at any stage of a procurement covered by this Chapter.

Measures Not Specific to Procurement

1. Paragraphs 1 and 2 do not apply to:

- a customs duty or other charge referred to in paragraphs (a) through (d) of the definition of "customs duty" in Article 1.01, or the method of levying that duty or charge;
- another import regulation or formality; or
- a measure affecting trade in a service, other than a measure governing procurement covered by this Chapter.

Article 16.05: Publication of Procurement Information

1. Each Party shall:

a. promptly publish a law, regulation, judicial decision, administrative ruling of general application,and procedure regarding procurement covered by this Chapter, and a modification of those measures, in an

1. 一方，包括其采购实体，在任何本章涵盖的采购阶段均不得寻求、考虑、实施或执行冲销。

与采购无关的措施

1. 第1段和第2段不适用于：

- 第1.01条“关税”定义中第(a)至(d)段所述的关税或其他费用，或征收该关税或费用的方法；
- 另一项进口法规或正式程序；或一项影响服务贸易的措施，但不包括本章涵盖的与采购相关的措施。
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第16.05条：采购信息的公布

1. 每一方应当：

a. 及时公布本章涵盖的采购相关的法律、法规、司法裁决、普遍适用的行政裁决和程序，以及这些措施的修改，在

officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and

官方指定的广泛传播且公众可轻易获取的电子或纸质媒介上；和

b. on request of the other Party, provide it with an explanation of a measure that must be published under paragraph (a).

b. 应另一方请求，向其提供必须根据第(a)段公布的一项措施的解释。

2. Article 20.02 (Transparency – Publication) does not apply to a measure that must be published under paragraph (a).

2. 第20.02条（透明度——发布）不适用于必须根据第(a)段公布的一项措施。

Article 16.06: Publication of Notices

第16.06条：通知的公布

Notice of Intended Procurement

采购意向通知

1. For each procurement covered by this Chapter, a procuring entity shall publish a notice inviting suppliers to submit tenders, or a notice inviting applications to participate in the procurement. The procuring entity shall publish that notice in an electronic or paper medium that is widely disseminated and readily accessible to the public for the entire period established for tendering. Each Party shall maintain a gateway electronic site that includes links to all notices of procuring entities for procurements covered by this Chapter.

1. 对于本章涵盖的每项采购，采购实体应当发布邀请供应商提交投标的通告，或邀请申请参与采购的通告。采购实体应当在电子或纸质媒介上发布该通告，该媒介应广泛传播且公众易于获取，期限应涵盖整个招标期。每一方应当维护一个门户网站电子站点，该站点包含链接至本章涵盖的采购实体的所有采购意向通知。

2. *Each notice of intended procurement must include:*

a. *a description of the procurement, including the nature and, if known, the quantity of the good or service to be procured;*

b. *the procurement method that will be used and whether it will involve negotiation or electronic auction;*

c. *a list of conditions for participation of suppliers;*

d. *the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain relevant documents relating to the procurement as well as their cost and terms of payment, if applicable;*

e. *the address and time limits for the submission of tenders or applications for participation;*

f. *the time frame for delivery of the good or service to be procured or the duration of the contract;*

g. *if, under Article 16.07, a procuring entity intends to select a limited number of qualified suppliers to be invited to tender, the criteria that will be used to select them and,*

2. 每项采购意向通知必须包括：

a. 采购说明，包括采购货物的性质和，如果已知，采购货物或服务的数量；

b. 将使用的采购方法以及是否将涉及谈判或电子拍卖；

c. 供应商参与条件的清单；

d. 采购实体的名称和地址以及联系采购实体、获取与采购相关的文件所需的其他信息，以及其成本和付款条款，如适用；

e. 投标或参与申请的地址和时间限制；

f. 采购货物或服务的交付时间范围或合同的期限；

g. 如果，根据第16.07条，采购实体打算选择有限数量的合格供应商邀请其投标，则选择他们的标准和，

where applicable, any limitation on the number of suppliers that will be permitted to tender; and

h. an indication that the procurement is covered by this Chapter.

在适用情况下，将允许投标的供应商数量的任何限制；和

h. 表明采购活动受本章管辖的指示。

Notice of Planned Procurement

1. The Parties shall encourage procuring entities to publish as early as possible in each fiscal year notices regarding their respective procurement plans. These notices should include the subject matter of any planned procurement and the estimated date of the publication of the notice of intended procurement.

计划采购意向通知

1. 缔约方应鼓励采购实体在每年财政年度尽早发布其各自采购计划的采购意向通知。这些通知应包括计划采购的事项以及采购意向通知预计公布的日期。

Article 16.07: Conditions for Participation

第16.07条：参与条件

General Requirements

一般要求

1. Where a procuring entity requires a supplier to satisfy a registration, qualification or other requirement or conditions for participation in a separate process in order to participate in a procurement covered by this Chapter, the procuring entity shall publish a notice inviting suppliers to apply for participation. The procuring entity shall publish the notice sufficiently in advance to provide interested suppliers time to prepare and

1. 如果一个采购实体要求供应商满足注册、资格认证或其他参与单独流程的要求或条件，以便参与本章涵盖的采购，则该采购实体应发布邀请供应商申请参与的通知。采购实体应提前发布通知，以便感兴趣的供应商有时间准备并

submit applications and to provide the procuring entity with sufficient time to evaluate and make its determination based on those applications.

提交申请，并给采购实体足够的时间根据这些申请进行评估和做出决定。

2. A procuring entity shall limit conditions for participation in a procurement covered by this Chapter to those that are essential to ensure that a supplier has the legal and financial capacity and the commercial and technical ability to undertake the relevant procurement.

2. 采购实体应当将本章涵盖的采购的参与条件限制为那些确保供应商具有法律和财务能力以及商业和技术能力以进行相关采购所必需的条件。

3. In establishing the conditions for participation, a procuring entity:

3. 在建立参与条件时，采购实体：

a. shall not impose the condition that, in order for a supplier to participate in a procurement, the supplier has previously been awarded a contract by a procuring entity of a Party; and

a. 不得强加这样的条件，即为了使供应商能够参与采购，供应商先前曾由一方采购实体授予合同；以及

b. may require relevant prior experience if essential to meet the requirements of the procurement.

b. 如确有必要满足采购要求，可以要求相关先前经验。

4. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall:

4. 在评估供应商是否满足参与条件时，采购实体应当：

a. evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that

a. 根据该评估采购实体方领土内和领土外的供应商的业务活动；以及

supplier's business activities inside and outside the territory of the Party of the procuring entity; and

b. base its evaluation on the conditions that the procuring entity has specified in advance in its notices or tender documentation.

供应商的业务活动；以及b. 以采购实体在其通知或投标文件中预先指定的条件为基础进行评估。

5. In assessing whether a supplier satisfies the conditions for participation, a procuring entity shall recognize as qualified all domestic suppliers and suppliers of the other Party that satisfy the conditions for participation.

5. 在评估供应商是否满足参与条件时，采购实体应将所有满足参与条件的国内供应商和另一方的供应商认定为合格。

Multi-use Lists

多用途清单

1. A procuring entity may establish or maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:

1. 采购实体可以建立或维护一个供应商的多用途清单，前提是发布邀请感兴趣的供应商申请列入清单的通知：

a. published annually; and

b. where published by electronic means, made available continuously.

a. 每年发布；并且b. 如通过电子方式发布，则应持续提供。

2. The notice referred to in paragraph 6 must include:

2. 第6段所述的通知必须包括：

a. a description of the good or service, or category thereof, for which the list may be used;

a. 所列货物或服务或其类别的描述，该清单可被用于此目的；

b. the conditions for participation to be satisfied by suppliers and the methods that the procuring entity will use to verify that a supplier satisfies those conditions;

b. 供应商需满足的参与条件以及采购实体将使用的方法，以验证供应商是否满足这些条件；

c. the name and address of the procuring entity and other information necessary to contact the procuring entity and to obtain relevant documents relating to the list;

c. 采购实体的名称和地址以及联系采购实体和获取与清单相关的其他文件所必需的信息；

d. the period of validity of the list, the means for its renewal or termination, or, if the period of validity is not provided, an indication of the method by which notice will be given of the termination of the list; and

d. 清单的有效期、其续期或终止的方式，或者，如果未提供有效期，则关于如何通知清单终止的方法的指示；以及

e. an indication that the list may be used for procurement covered by this Chapter.

e. 指示该清单可用于本章涵盖的采购。

3. A procuring entity shall allow suppliers to apply at any time for inclusion on a multi-use list and shall include on the list all qualified suppliers within a reasonably short time.

3. 采购实体应当允许供应商随时申请被列入多用途清单，并且在合理短的时间内应当将所有合格供应商列入清单。

Selective Tendering

选择性招标

1. If a procuring entity intends to use selective tendering, the procuring entity shall:

1. 如果一个采购实体打算使用选择性招标，采购实体应当：

- publish a notice inviting suppliers to apply for participation in the procurement giving sufficient time for interested suppliers to prepare and submit applications and for the procuring entity to evaluate and make its determinations based on those applications; and
- allow all domestic suppliers and suppliers of the other Party that the entity has determined satisfy the conditions for participation to submit a tender, unless in the notice of intended procurement or, if publicly available, in the tender documentation, the procuring entity has stated a limitation on the number of suppliers that will be permitted to tender and the criteria for this limitation.

- 发布邀请供应商申请参与采购的通知，给予感兴趣的供应商足够的时间准备和提交申请，并给予采购实体根据这些申请进行评估和作出决定的时间；以及
- 允许所有满足参与条件的国内供应商和采购实体确定的另一方供应商提交投标，除非在采购意向通知中，或如果公开，在投标文件中，采购实体已声明对允许投标的供应商数量的限制以及该限制的标准。

Information on Procuring Entity Decisions

1. A procuring entity shall promptly inform a supplier that submits an application for participation in a procurement or for inclusion on a multi-use list of the procuring entity's decision with respect to the application.

2. If a procuring entity:

采购实体决定信息

1. 采购实体应及时通知提交参与采购申请或被列入采购实体多用途清单的供应商，关于其申请的决定。

2. 如果一个采购实体：

a. *rejects a supplier's application for participation in a procurement or an application forinclusion on a multi-use list,*

b. *ceases to recognize a supplier as qualified, or*

c. *removes a supplier from a multi-use list,*

the procuring entity shall promptly inform the supplier and, on request of the supplier, promptly provide the supplier with a written explanation of the reasons for its decision.

1. *If there is supporting evidence, a procuring entity may exclude a supplier on grounds such as:*

a. *bankruptcy;*

b. *false declarations; or*

c. *significant or persistent deficiencies in performance of a substantive requirement or of an obligation under a prior contract.*

2. *A procuring entity of a Party shall not adopt or maintain a registration system or qualification procedure with the purpose or the effect of creating an unnecessary obstacle to the participation of a supplier of the other Party in its procurement.*

a. 拒绝供应商参与采购的申请或加入多用途清单的申请，

b. 停止将供应商认定为合格，或c. 将供应商从多用途清单中移除，

采购实体应及时通知供应商，并在供应商请求时，及时向供应商提供其决定的书面解释。

1. 如果有支持性证据，采购实体可以根据如下理由将供应商排除在外：

a. 破产；b. 虚假声明；或c. 在实质性要求或先前合同项下的义务方面存在重大或持续的缺陷。

2. 一方采购实体不得采用或维持一项注册系统或资格程序，其目的或效果是为一方的供应商参与其采购制造不必要的障碍。

Article 16.08: Technical Specifications and Tender Documentation

Technical Specifications

1. A procuring entity shall not prepare, adopt, or apply a technical specification or prescribe a conformity assessment procedure with the purpose or the effect of creating an unnecessary obstacle to international trade between the Parties.

2. In prescribing the technical specifications for a good or service being procured, a procuring entity shall, where appropriate:

   a. specify the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and

   b. base the technical specification on an international standard, if it exists; otherwise, on a national technical regulation, recognized national standard or building code.

3. A procuring entity shall not prescribe a technical specification requiring or referring to a particular trademark or trade name, patent, copyright, design, type, specific origin, producer or supplier, unless there is no other sufficiently precise or intelligible way of describing the procurement requirement

第16.08条：技术规格和投标文件

技术规格

1. 采购实体不得准备、采用或应用一项技术规格或规定一项合格评定程序，其目的或效果是为一方之间的国际贸易制造不必要的障碍。

2. 在为采购的货物或服务规定技术规格时，采购实体应当，在适当的情况下：

   a. 以性能和功能要求而非设计或描述性特征来规定技术规格；以及

   b. 以国际标准为基础规定技术规格，如果存在的话；否则，以国家技术法规、公认的国家标准或建筑规范为基础。

3. 采购实体不得规定要求或提及特定商标或商号、专利、版权、设计、类型、特定原产地、生产商或供应商的技术规格，除非没有其他足够精确或清晰的方式描述采购要求

provided that, in those cases, the procuring entity includes words such as "or equivalent" in the tender documentation.

但在此类情况下，采购实体应在投标文件中包含“或同等”等字样。

4. A procuring entity shall not seek or accept, in a manner that would have the effect of precluding competition, advice that may be used in the preparation or adoption of a technical specification for a specific procurement covered by this Chapter from a person that may have a commercial interest in the procurement.

4. 采购实体不得以排除竞争的方式寻求或接受可能对采购有商业利益的个人提供的、可能用于准备或采纳本章涵盖的特定采购的技术规格的建议。

5. A procuring entity may, in accordance with this Article, prepare, adopt or apply a technical specification to promote the conservation of natural resources or protect the environment.

5. 采购实体可以按照本条的规定，准备、采纳或应用技术规格，以促进自然资源的保护或保护环境。

Tender Documentation

投标文件

1. A procuring entity shall make available to suppliers tender documentation that includes all information necessary to permit suppliers to prepare and submit responsive tenders. Unless already provided in the notice of intended procurement, that documentation shall include a complete description of:

1. 采购实体应向供应商提供投标文件，该文件应包括所有必要的信息，以允许供应商准备和提交有响应的投标。除非已在采购意向通知中提供，该文件应包括对以下内容的完整描述：

a. the procurement, including the nature and the quantity of the good or service to be procured or, if the quantity is not known, the estimated quantity and any requirements

a. 采购，包括待采购的货物或服务的性质和数量，或者如果数量未知，则包括估计数量以及任何要求

to be fulfilled, including any technical specification, conformity assessment certification, plan, drawing or instructional material;

待履行的，包括任何技术规格、合格评定认证、计划、图纸或指导材料；

b. any condition for participation of a supplier, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;

b. 任何供应商参与的参与条件，包括供应商需要提交的信息和文件清单，以符合参与条件；

c. all evaluation criteria to be considered in the awarding of the contract, and the relative importance of that criteria, except where price is the sole criterion;

c. 合同授予时需要考虑的所有评估标准及其相对重要性，除非价格是唯一标准；

d. where there will be a public opening of tenders, the date, time and place for the opening of tenders; and

d. 如果将进行公开开标，则开标的日期、时间和地点；以及

e. any other terms or conditions relevant to the evaluation of tenders.

e. 与评标相关的任何其他条款或条件。

2. A procuring entity shall promptly reply to a reasonable request for relevant information by a supplier participating in a procurement covered by this Chapter, except that the procuring entity shall not make available information with regard to a specific procurement in a manner that would give the requesting supplier an advantage over its competitors in the procurement.

2. 采购实体应当及时回复参与本章所述采购的供应商提出的合理信息请求，但采购实体不得以可能使请求供应商相对于其竞争对手在采购中获利的方式提供有关特定采购的信息。

Modifications

1. If, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in thenotice of intended procurement or tender documentation provided to participating suppliers, or amends or reissues a notice or tender documentation, it shall transmit in writing that modified, amended or re -issued notice or tender documentation:

    a. to all suppliers that are participating in the procurement at the time of the modification, amendment or re -issuance, where those suppliers are known to the procuring entity, and, in all other cases, in the same manner as the original information was made available; and

    b. in adequate time to allow those suppliers to modify and submit amended tenders, as appropriate.

Article 16.09: Time Limits for the Submission of Tenders

1. A procuring entity shall provide suppliers sufficient time to submit applications to participate in a procurement covered by

修改

1. 如果合同授予前，采购实体修改了提供给参与供应商的采购意向通知或投标文件中规定的标准或要求，或者修订或重新发布通知或投标文件，则应当以书面形式传送该修改、修订或重新发布的通知或投标文件：

    a. 向在修改、修正或重新签发时参与采购的供应商提供，如果这些供应商为采购实体所知晓，以及在所有其他情况下，以与原始信息相同的方式提供；和

    b. 有充分的时间让这些供应商修改并提交修正后的投标，如适用。

第16.09条：投标提交时间限制

1. 采购实体应当为供应商提供足够的时间提交申请，以参与受

this Chapter and prepare and submit responsive tenders, taking into account the nature and complexity of the procurement.

本章涵盖的采购，并准备和提交有响应的投标，同时考虑采购的性质和复杂性。

Deadlines

Deadlines

1. Except as provided for in paragraphs 3 and 4, a procuring entity shall establish that the final date for the submission of tenders is not less than 40 days from the date on which:

1.除第3段和第4段另有规定外，采购实体应确定投标截止日期不早于其发布采购意向通知之日或通知供应商将被邀请提交投标之日起的40日：

a. in the case of open tendering, the notice of intended procurement is published; or

b. in the case of selective tendering, the procuring entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

a. 公开招标的情况下，发布采购意向通知；或b. 选择性招标的情况下，采购实体通知供应商将被邀请提交投标，无论其是否使用多用途清单。

2. A procuring entity may reduce by 5 days the time limit established under paragraph 2 for the submission of tenders, for each one of the following circumstances:

2. 采购实体可针对以下每种情况将第2段规定的投标提交时间限制缩短5日：

a. the notice of intended procurement is published by electronic means;

b. all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and

a. 采购意向通知通过电子方式公布；b. 自采购意向通知公布之日起，所有投标文件均通过电子方式提供；并且

c. *the procuring entity accepts tenders by electronic means.*

3. *A procuring entity may establish a time limit of less than 40 days for the submission of tenders provided that the time given to suppliers is sufficient to enable them to prepare and submit responsive tenders, but not less than 10 days before the final date for the submission of tenders, if:*

a. *the procuring entity published a separate notice containing the information specified in Article 16.06(3) at least 40 days and not more than 12 months in advance, and such separate notice contains a description of the procurement, the relevant time limits for the submission of tenders, or, if applicable, applications for participation, and the address from which documents relating to the procurement may be obtained;*

b. *there is a second or subsequent publication of notices for procurement of a recurring nature;*

c. *the procuring entity procures a commercial good or service; or*

d. *a state of urgency duly substantiated by the procuring entity renders impracticable the time limits specified in paragraph 2 or, if applicable, paragraph 3.*

c. 采购实体通过电子方式接受投标。

3. 采购实体可以建立少于40天的投标提交时间限制，前提是给予供应商的时间足以让他们准备和提交有响应的投标，但不得早于投标截止日期的前10天，如果：

a. 采购实体至少提前40天且不超过12个月发布单独的通知，其中包含第16.06(3)条中规定的信息，并且该单独通知包含采购的描述、相关的投标提交时间限制，或，如适用，参与申请，以及可以从哪里获得与采购相关的文件；

b. 存在定期采购通知的第二次或后续发布；

c. 采购实体采购商业货物或服务；或

d. 采购实体充分证明的紧急状态使第2段或，如适用，第3段规定的时间限制变得不可行。

Article 16.10: Limited Tendering

1. Provided that a procuring entity does not use this provision to avoid competition among suppliers, to protect domestic suppliers, or in a manner that discriminates against suppliers of the other Party, the procuring entity may contact a supplier of its choice and may choose not to apply Articles 16.06, 16.07, 16.08, 16.09 and 16.11 only under the following circumstances, if:

   a. the requirements of the tender documentation are not substantially modified and:

      i. no tenders were submitted or no suppliers applied to participate in a procurement covered by this Chapter,

      ii. no tenders that conform to the essential requirements of the tender documentation were submitted,

      iii. no suppliers satisfied the conditions for participation, or

      iv. the tenders submitted have been collusive;

文章16.10：有限招标

1. 如果采购实体不使用本条来避免供应商之间的竞争、保护国内供应商或以歧视另一方供应商的方式行事，则只有在以下情况下，采购实体才可以联系其选择的供应商，并且可以选择不适用第16.06条、第16.07条、第16.08条、第16.09条和第16.11条，如果：

   a. 投标文件的要求未实质性修改并：

      i. 未提交投标或未供应商申请参与本章涵盖的采购，

      ii. 未提交符合投标文件基本要求的投标，

      iii. 未供应商满足参与条件，或

      iv. 提交的投标是串通的；

b. the procurement can be carried out only by a particular supplier and a reasonable alternative or substitute does not exist because:

b. 采购只能由特定供应商进行，且不存在合理的替代品或替代方案，因为：

i. the requirement is for a work of art,

ii. a good or service being procured is protected by a patent, copyright or another exclusive right, or

iii. of the absence of competition for technical reasons;

i. 需要一件艺术品，ii. 采购的货物或服务受到专利、版权或其他专有权利的保护，或iii. 由于技术原因缺乏竞争；

c. for additional deliveries by the original supplier of a good or service that was not included in the initial procurement, a change of supplier for that additional good or service:

c. 对于初始采购中未包含的货物或服务，原始供应商进行的额外交付，该货物或服务的供应商变更：

i. cannot be made for economic or technical reasons, such as requirements of interchangeability or interoperability with existing equipment, software, services or installations procured under the initial procurement, and

i. 由于经济或技术原因不能进行，例如，与初始采购中采购的现有设备、软件、服务或安装的互操作性或互操作性要求，和

ii. would cause significant inconvenience or substantial duplication of costs to the procuring entity;

ii. 将给采购实体造成重大不便或成本重复；

d. the good is purchased on a commodity market;

d. 该商品是在商品市场上购买的；

e. *a procuring entity procures a prototype or a first good or service that is developed at its request in the course of, and for, a particular contract for research, experiment, study or original development; original development of a first good or service may include limited production or supply in order to incorporate the results of field testing and to demonstrate that the good or service is suitable for production or supply in quantity to acceptable quality standards, but does not include quantity production, or supply to establish commercial viability, or to recover research and development costs;*

e. 采购实体在研究、实验、研究或原始开发合同过程中，根据其请求采购原型或第一项货物或服务；第一项货物或服务的原始开发可能包括有限生产或供应，以便结合现场测试的结果，并证明该货物或服务适合按可接受的质量标准进行批量生产或供应，但不包括批量生产、为建立商业可行性而供应，或为收回研发成本而供应；

f. *insofar as is strictly necessary, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the good or service could not be obtained in time using open tendering or selective tendering;*

f. 在严格必要时，由于采购实体无法预见的事件造成的极端紧急情况，货物或服务无法及时通过公开招标或选择性招标获得；

g. *a contract is awarded to a winner of a design contest provided that:*

g. 如果设计竞赛的获胜者获得合同，则：

i. *the contest has been organized in a manner that is consistent with the principles of this Chapter, in particular relating to the publication of a notice of intended procurement, and*

一。 该竞赛已按照本章原则的方式组织，特别是在意向采购通知的发布方面，并

ii. the participants arejudged by an independentjury with a view to a design contract being awarded to a winner;

二。 参赛者由独立陪审团评判，旨在向获胜者授予设计合同；

h. a procuring entity needs to procure a consulting service regarding matters of a confidential nature, the disclosure of which could reasonably be expected to compromise government confidences, cause economic disruption or similarly be contrary to the public interest; and

h. 采购实体需要就涉及机密性质的事项采购咨询服务，其披露可能合理预期损害政府机密、造成经济干扰或同样与公共利益相悖；以及

i. an additional construction service that was not included in the initial contract but that is within the objectives of the original tender documentation has become necessary, due to unforeseeable circumstances, to complete the construction service described in the original tender documentation; however the total value of all contracts awarded for additional services may not exceed 50% of the total amount of the initial contract.

i. 一项未包含在初始合同中但属于原始投标文件目标的附加建筑服务，由于不可预见的情况，已成为完成原始投标文件中描述的建筑服务的必要条件；然而，所有授予附加服务的合同的总额不得超过初始合同总额的50%。

2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph 1. The report shall include the name of the procuring entity, the value and kind of good or service procured, and a statement indicating the circumstances

2. 采购实体应当就第1段授予的每一份合同准备一份书面报告。该报告应包括采购实体的名称、采购的商品或服务的价值和种类，以及表明情况

and conditions described in paragraph 1 thatjustified the use of limited tendering.

和第1段中描述的条件，这些条件证明使用有限招标是合理的。

Article 16.11: Treatment of Tenders and Awarding of Contracts

第16.11条：招标处理和合同授予

Treatment of Tenders

招标处理

1. A procuring entity shall receive, open and treat all tenders under procedures that guarantee the fairness and impartiality of the procurement process and the confidentiality of tenders.

1. 采购实体应当根据保证采购流程的公平性和公正性以及投标保密性的程序接收、开标和处理所有投标。

2. A procuring entity shall treat tenders in confidence until at least the opening of the tenders.

2. 采购实体应当对投标保密，直至至少开标时。

3. If a procuring entity provides a supplier with an opportunity to correct unintentional errors of form between the opening of tenders and the awarding of the contract, the procuring entity shall provide the same opportunity to all participating suppliers.

3. 如果采购实体在开标和合同授予之间向供应商提供纠正非故意格式错误的机会，采购实体应当向所有参与供应商提供相同的机会。

Awarding of Contracts

合同授予

1. To be considered for award, a tender must be submitted in writing by a supplier that satisfies the conditions for participation and must, at the time of opening, comply with the

1. 要获得裁决，供应商必须以书面形式提交投标，该供应商必须满足参与条件，并且在开标时必须符合

essential requirements of the notices and tender documentation.

2. Unless a procuring entity determines that it is not in the public interest to award a contract, it shall award the contract to the supplier that the procuring entity has determined to be fully capable of undertaking the contract and, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:

   a. the most advantageous tender; or

   b. where price is the sole criterion, the lowest price.

3. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations in this Chapter.

通知和投标文件的基本要求。

2. 除非采购实体确定将合同授予供应商不符合公共利益，否则它应当将合同授予采购实体已确定能够承担该合同的供应商，并且，仅根据通知和投标文件中规定的评估标准，已提交：

   a. 最有利投标；或b. 在价格是唯一标准的情况下，最低价格。

3. 采购实体不得以规避本章义务的方式使用期权、取消采购或修改已授予合同。

Information Provided to Suppliers

1. A procuring entity shall promptly inform suppliers participating in the procurement of the entity's contract award decisions and, on request, shall do so in writing. Subject to Article 16.12, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the

提供给供应商的信息

1. 采购实体应及时通知参与实体采购的供应商其合同授予决定，并在要求时以书面形式进行。根据第16.12条，采购实体应在要求时，向未中标的供应商提供其未选择其投标的原因以及中标供应商投标的相关优势的解释。

procuring entity did not select its tender and the relative advantages of the successful supplier's tender.

采购实体未选择其投标和中标供应商投标的相关优势。

Publication of Award Information

公布授标信息

1. *Within 72 days of an award, a procuring entity shall publish in electronic or paper form in an officially designated publication, a notice including the following information about the contract:*

1. 在授标之日起72日内，采购实体应以电子或纸质形式在官方指定出版物中公布包括下列关于合同的以下信息的通知：

- *the name and address of the procuring entity;*
- *a description of the goods or services procured;*
- *the date of award;*
- *the name and address of the successful supplier;*
- *the contract value; and*
- *the procurement method used and, when a procedure has been used pursuant to Article 16.10(1), a description of the circumstances justifying the use of that procedure.*

- 采购实体的名称和地址；采购的货物或服务的描述；授标日期；中标供应商的名称和地址；合同价值；以及所使用的采购方法；并且，根据第16.10(1)条使用该程序时，说明使用该程序的正当理由的描述。
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Maintenance of Records

记录的维护

1. *A procuring entity shall maintain reports and records of tendering procedures relating to procurements covered by this Chapter, including the reports provided for in Article 16.10(2),*

1. 采购实体应当保存与本章涵盖的采购相关的招标程序报告和记录，包括第16.10(2)条规定的报告，

and shall retain such reports and records for a period of at least 3 years after the award of a contract.

并在合同裁决后至少3年保留此类报告和记录。

Article 16.12: Disclosure of Information

第16.12条：信息披露

Provision of Information to a Party

向一方提供信息

1. On request of the other Party, a Party shall promptly provide information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter, including information on the characteristics and relative advantages of the successful tender. In cases where release of the information would prejudice competition in future tenders, the Party that receives that information shall not disclose it to a supplier without the consent of the Party that provided the information.

1. 应另一方请求，一方应及时提供必要的信息，以确定采购是否公平、公正地开展并符合本章规定，包括关于中标项目的特性及相对优势的信息。在披露信息可能损害未来投标竞争的情况下，收到该信息的方未经提供该信息的方同意，不得向供应商披露该信息。

Non-Disclosure of Information

信息披露

1. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, may not provide information to a particular supplier that might prejudice fair competition between suppliers.

1. 尽管本章有任何其他规定，一方，包括其采购实体，不得向特定供应商提供可能损害供应商之间公平竞争的信息。

2. A Party, including its procuring entities, administrative authorities and judicial authorities, is not required under this Chapter to release confidential information if the release:

a. would impede law enforcement;

b. might prejudice fair competition between suppliers;

c. would prejudice the legitimate commercial interests of particular persons, including the protection of intellectual property; or

d. would otherwise be contrary to the public interest.

2. 一方，包括其采购实体、行政当局和司法当局，在本章下并非必须发布机密信息，如果发布：

a. 将阻碍执法； b. 可能损害供应商之间的公平竞争； c. 将损害特定个人的合法商业利益，包括知识产权保护；或

d. 否则将损害公共利益。

Article 16.13: Domestic Review Procedures

1. For the purposes of this Article, ''challenge'' means a challenge by a supplier arising in the context of a procurement covered by this Chapter in which the supplier has, or has had, an interest.

2. Each Party shall ensure that its procuring entities give impartial and timely consideration to a complaint from a supplier regarding an alleged breach of measures implementing this Chapter arising in the context of a procurement covered by this Chapter in which the supplier has, or has had, an interest.Each Party shall encourage suppliers to seek clarification from its

文章16.1.3：国内审查程序

1. 为本条之目的，“挑战”系指供应商在涉及本章涵盖的采购事项中提出的挑战，在该挑战中，该供应商具有或曾具有利益。

2. 每一方应当确保其采购实体对供应商就本章实施措施所涉采购中发生的、供应商有或曾有利益关系的所谓违规行为提出的投诉给予公正及时的考虑。每一方应当鼓励供应商通过讨论向其采购实体寻求澄清，以促进投诉的解决。

procuring entities through discussions with a view to facilitating the resolution of a complaint.

通过讨论采购实体，以促进投诉的解决。

3. *Each Party shall establish or designate at least one impartial administrative or judicial authority that is independent of its procuring entities to receive and review a challenge.*

3. 每一方应当建立或指定至少一个公正的独立行政或司法机构，以接收和审查挑战。

4. *Each Party shall ensure that an authority it establishes or designates under paragraph 3 has written procedures that are generally available. Each Party shall ensure that those procedures are timely, effective, transparent, non-discriminatory and provide that:*

4. 每一方应当确保其根据第3段建立或指定的机构具有书面程序，并且这些程序是普遍可获得的。每一方应当确保这些程序是及时的、有效的、透明的、非歧视性的，并提供以下内容：

a. *the procuring entity shall respond in writing to the challenge and disclose all relevant documents to the review body;*

a. 采购实体应当以书面形式回应挑战并向审查机构披露所有相关文件；

b. *the participants in the challenge have:*

b. 挑战参与者应当有：

i. *the right to be heard prior to the review body making a decision on the challenge,*

ii. *the right to be represented and accompanied,*

iii. *access to all challenge proceedings, and*

iv. *the right to request that the proceedings take place in public and that witnesses may be presented;*

i. 在审查机构作出关于挑战的决定之前享有陈述权，ii. 有权获得代表和陪同，iii. 参与所有挑战程序，以及iv. 有权请求程序公开进行且可以提出证人；

c. *a decision or recommendation relating to a challenge be provided in a timely manner, in writing and with an explanation of the basis for the decision or recommendation; and*

c. 与挑战相关的决定或建议应以书面形式及时提供，并附有对决定或建议依据的解释；以及

d. *each supplier be allowed a sufficient period of time to prepare and submit a challenge, which must be at least 10 days from the time when the basis of the challenge became known to the supplier or reasonably should have become known to the supplier.*

d. 每一方应允许供应商有足够的时间来准备和提交挑战，该挑战必须在挑战依据对供应商已知或合理应知的时间起至少10天。

5. *Each Party shall provide that an authority it establishes or designates under paragraph 3 has authority to take interim measures to preserve the supplier's opportunity to participate in the procurement. Those interim measures may result in a suspension of the procurement process. The procedures for taking interim measures may provide that overriding adverse consequences for the interests concerned, including the public interest, may be taken into account when deciding whether such measures should be applied.*

5. 每一方应规定其根据第3段建立或指定的权力机构有权采取临时措施以维护供应商参与采购的机会。这些临时措施可能导致采购流程的暂停。采取临时措施的程序可以规定，在决定是否应适用此类措施时，应考虑对有关利益造成的overriding 恶劣后果，包括公共利益。

6. *Each Party shall ensure that a supplier's submission of a challenge will not prejudice the supplier's participation in ongoing or future procurements.*

6. 每一方应确保，供应商提出的挑战不会损害其参与正在进行或未来的采购活动。

7. If a body other than an authority referred to in paragraph 2 initially reviews a challenge, the Party shall ensure that the supplier may appeal the initial decision to an impartial administrative or judicial authority that is independent of the procuring entity whose procurement is the subject of the challenge.

7. 如果除第2段所述的权力机构以外的机构最初审查了挑战，一方应确保供应商可以将初步决定上诉至一个独立于被挑战采购的采购实体的公正的独立行政或司法机构。

Article 16.14: Modifications and Rectifications to Coverage

第16.14条：覆盖范围的修改和更正

1. A Party may modify an Annex to this Chapter.

1. 一方可以修改本章的附件。

2. When a Party modifies an Annex to this Chapter, the Party shall:

2. 当一方修改本章的附件时，该方应：

a. notify the other Party in writing; and

b. include in the notification a proposal of appropriate compensatory adjustments to the other Party to maintain a level of coverage comparable to that existing prior to the modification.

a. 以书面形式通知另一方；并b. 在通知中包含一项针对另一方的适当补偿性调整建议，以维持与修改前相当的覆盖水平。

3. Notwithstanding paragraph 2(b), a Party need not provide compensatory adjustments if:

3. 尽管第2段(b)项，一方无需提供补偿性调整，如果：

a. the modification in question is a minor adjustment or rectification of a purely formal nature; or

b. the proposed modification covers an entity over which the Party has effectively eliminated its control or influence.

4. If the other Party disputes that:

a. an adjustment proposed under paragraph 2(b) is adequate to maintain a comparable level of mutually decided coverage,

b. the proposed modification is a minor adjustment or a rectification under paragraph 3(a), or

c. the proposed modification covers an entity over which the Party has effectively eliminated its control or influence under paragraph 3(b),

it shall object in writing within 30 days of receipt of the notification referred to in paragraph 1 or be deemed to have accepted the adjustment or proposed modification, including for the purposes of Chapter Twenty -Two (Dispute Settlement).

Article 16.15: Committee on Procurement

a. 所涉修改为微小的调整或纯粹正式性质的更正；或b. 拟议的修改涵盖了一方已有效消除其控制或影响的实体。

4. 如果另一方提出争议：

a. 根据第2(b)段提出的调整是充分的，以维持相当的共同决定的覆盖范围，

b. 拟议的修改是轻微的调整或根据第3(a)段进行的更正，或c. 拟议的修改涵盖了一个实体，该实体在该方根据第3(b)段已有效消除其控制或影响的实体，

应在收到第1段所述通知之日起30天内书面提出异议，或被视为已接受调整或拟议的修改，包括为第二十二章（争议解决）之目的。

第16.15条：采购委员会

The Parties hereby establish a Committee on Procurement to address matters related to the implementation of this Chapter with a view to maximizing access to government procurement, including with respect to facilitating participation by small and medium enterprises in the government procurement market of the other Party.

缔约方 hereby 建立 采购委员会 以处理与实施本章相关的事项，旨在最大限度地实现政府采购准入，包括促进中小企业参与另一方政府采购市场。

Article 16.16: Further Negotiations

第16.16条：进一步谈判

1. If, after the entry into force of the provisions of this Chapter, a Party enters into another international agreement containing different procurement procedures and practices, including the introduction of shorter bid periods, a Party shall, if the other Party so requests, enter into negotiations to harmonize this Chapter with that international agreement.

1. 如果，在本章规定生效后，一方进入另一项包含不同采购程序和实践的国际协议，包括引入较短的投标期限，另一方应根据另一方的请求，进行谈判以协调本章与该国际协议。

2. If, after the entry into force of the provisions of this Chapter, a Party enters into another international agreement providing greater access to its procurement market than is provided under this Chapter, including with respect to sub - national government procurement, on the request of either Party, the Parties may decide to enter into negotiations with a view to achieving a level of market access under this Chapter equivalent to that of the other international agreement.

2. 如果，在本章规定生效后，一方与其他国际协议达成协议，使其政府采购市场的准入程度高于本章规定的程度，包括涉及次国家级政府采购，应任何一方的要求，缔约方可以决定进行谈判，以期在本章规定下实现与该其他国际协议相当的准入程度。

Article 16.17: Information Technology

The Parties, to the extent possible, shall endeavour to use electronic means of communication to efficiently disseminate information on government procurement, particularly regarding tender opportunities offered by procuring entities, while respecting the principles of transparency and non-discrimination.

第十六条第十七条：信息技术

缔约方应尽可能使用电子通信方式，以高效地传播政府采购信息，特别是关于采购实体提供的招标机会，同时尊重透明度和非歧视原则。

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement – Schedule of Canada

加拿大-巴拿马自由贸易协定文本-第十六章：政府采购-加拿大清单

Annex 1: Central Level Entities

Thresholds

CAD 76,600 - **Goods** covered in Annex 4

CAD 76,600 - **Services** covered in Annex 5

CAD 8,500,000 - **Construction Services** covered in Annex 6

1. Atlantic Canada Opportunities Agency
2. Canada Border Services Agency
3. Canada Employment Insurance Commission
4. Canada Industrial Relations Board
5. Canada Revenue Agency
6. Canada School of Public Service
7. Canadian Centre for Occupational Health and Safety
8. Canadian Food Inspection Agency
9. Canadian Human Rights Commission
10. Canadian Institutes of Health Research
11. Canadian Intergovernmental Conference Secretariat
12. Canadian International Development Agency (on its own account)
13. Canadian International Trade Tribunal
14. Canadian Nuclear Safety Commission

附件1：中央层实体

门槛

加拿大元 76,600 - **货物** 涵盖于附件4 加拿大元 76,600 - **服务** 涵盖于附件5 加拿大元 8,500,000 - **建筑服务** 涵盖于附件6 1. 大西洋加拿大机遇署 2. 加拿大边境服务机构 3. 加拿大就业保险委员会 4. 加拿大劳动关系委员会 5. 加拿大税务机构 6. 加拿大公共服务学院 7. 加拿大职业健康与安全中心 8. 加拿大食品检验局 9. 加拿大人权委员会 10. 加拿大健康研究院 11. 加拿大政府间会议秘书处 12. 加拿大国际贸易法庭（自营账户） 13. 加拿大核安全委员会

15. Canadian Radio-television and Telecommunications Commission
16. Canadian Transportation Accident Investigation and Safety Board
17. Canadian Transportation Agency
18. Copyright Board of Canada
19. Correctional Service of Canada
20. Courts Administration Service
21. Department of Agriculture and Agri-Food
22. Department of Canadian Heritage
23. Department of Citizenship and Immigration
24. Department of Finance
25. Department of Fisheries and Oceans
26. Department of Foreign Affairs and International Trade
27. Department of Health
28. Department of Human Resources and Skills Development
29. Department of Indian Affairs and Northern Development
30. Department of Industry
31. Department of Justice
32. Department of National Defence
33. Department of Natural Resources
34. Department of Public Safety
35. Department of Public Works and Government Services (on its own account)
36. Department of the Environment
37. Department of Transport
38. Department of Veterans Affairs
39. Department of Western Economic Diversification
40. Director of Soldier Settlement
41. Director, The Veterans' Land Act
42. Economic Development Agency of Canada for the Regions of Quebec
43. Farm Products Council of Canada
44. Hazardous Materials Information Review Commission
45. Immigration and Refugee Board
46. Library and Archives Canada
47. Municipal Development and Loan Board
48. National Battlefields Commission
49. National Energy Board
50. National Parole Board

14. 加拿大广播电影电视和电信委员会 15. 加拿大运输事故调查和安全委员会 16. 加拿大运输局 17. 加拿大版权局 18. 加拿大矫正服务 19. 加拿大法院管理局 20. 农业与农业食品部 21. 加拿大遗产部 22. 公民与移民部 23. 财政部 24. 渔业与海洋部 25. 外交与国际贸易部 26. 卫生部 27. 人力资源与技能发展部 28. 印第安事务与北方发展部 29. 工业部 30. 司法部 31. 国防部 32. 自然资源部 33. 公共安全部 34. 公共工程与政府服务部（自营账户） 35. 环境部 36. 交通部 37. 退伍军人事务部 38. 西部经济多元化部 39. 士兵安置主任 40. 《退伍军人土地法》主任 41. 加拿大经济发展局（魁北克地区）

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43. 加拿大农产品委员会 44. 危险材料信息审查委员会 45. 移民与难民委员会 46. 加拿大图书馆与档案馆 47. 市政发展与贷款委员会 48. 国家战场委员会 49. 国家能源委员会 50. 国家假释委员会

51. National Research Council of Canada
52. Natural Sciences and Engineering Research Council of Canada
53. Northern Pipeline Agency
54. Office of the Auditor General
55. Office of the Chief Electoral Officer of Canada
56. Office of the Commissioner for Federal Judicial Affairs
57. Office of the Commissioner of Official Languages
58. Office of the Coordinator, Status of Women
59. Office of the Governor General's Secretary
60. Office of the Superintendent of Financial Institutions
61. Offices of the Information and Privacy Commissioners of Canada
62. Parks Canada Agency
63. Patented Medicine Prices Review Board
64. Privy Council Office
65. Public Health Agency of Canada
66. Public Service Commission
67. Public Service Human Resources Management Agency of Canada
68. Public Service Labour Relations Board
69. Registry of the Competition Tribunal
70. Royal Canadian Mounted Police
71. Royal Canadian Mounted Police External Review Committee
72. Royal Canadian Mounted Police Public Complaints Commission
73. Social Sciences and Humanities Research Council
74. Statistics Canada
75. Statute Revision Commission
76. Supreme Court of Canada
77. Transportation Appeal Tribunal of Canada
78. Treasury Board Secretariat

Annex 2: Other Covered Entities

Thresholds

CAD 383,300 - **Goods** covered in Annex 4
CAD 383,300 - **Services** covered in Annex 5
CAD 12,200,000 - **Construction Services** covered in Annex 6
1. Canada Post Corporation

51. 加拿大国家研究委员会 52. 加拿大自然科学与工程研究委员会 53. 北方管道管理局 54. 审计长办公室 55. 加拿大首席选举事务专员办公室 56. 联邦司法事务专员办公室 57. 官方语言专员办公室 58. 妇女地位协调员办公室 59. 总督秘书办公室 60. 金融机构监管专员办公室 61. 加拿大信息与隐私专员办公室 62. 加拿大公园管理局 63. 专利药品价格审查委员会 64. 枢密院办公室 65. 加拿大公共卫生局 66. 公共服务委员会 67. 加拿大公共服务人力资源管理局 68. 公共服务劳资关系委员会 69. 竞争事务法庭登记处 70. 皇家加拿大骑警 71. 皇家加拿大骑警外部审查委员会 72. 皇家加拿大骑警公共投诉委员会 73. 社会科学与人文研究委员会 74. 加拿大统计局 75. 法律修订委员会 76. 加拿大最高法院 77. 加拿大运输上诉法庭 78. 财政委员会秘书处

附件2：其他涵盖实体

门槛

383,300加元 - **货物**（附件4）383,300加元 - **服务**（附件5）
12,200,000加元 - **建筑服务**（附件6）1. 加拿大邮政公司

2. Canada Science and Technology Museum
3. Canadian Museum of Civilization
4. Canadian Museum of Nature
5. Canadian Tourism Commission
6. Defence Construction (1951) Ltd.
7. National Capital Commission
8. National Gallery of Canada
9. Royal Canadian Mint
10. VIA Rail Canada Inc.

2. 加拿大科学与技术博物馆 3. 加拿大文明博物馆 4. 加拿大自然博物馆 5. 加拿大旅游委员会 6. 国防建设（1951）有限公司 7. 国家首都委员会 8. 加拿大国家美术馆 9. 加拿大皇家铸币厂 10. 加拿大 VIA 铁路公司

Notes to Annex 2

1. Article 16.12 (Disclosure of Information) applies to procurements by VIA Rail Canada Inc. and the Royal Canadian Mint, respecting the protection of the commercial confidentiality of information provided.
2. This Chapter does not cover procurement by or on behalf of the Royal Canadian Mint of direct inputs for use in minting anything other than Canadian legal tender.

附件2的注释

1. 第16.12条（信息披露）适用于加拿大 VIA 铁路公司和加拿大皇家铸币厂的采购，涉及所提供信息的商业机密保护。2. 本章不涵盖加拿大皇家铸币厂为铸造除加拿大法定货币以外的任何物品而进行的采购

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Annex 3: Panama Canal Authority

Not applicable for Canada.

附件3：巴拿马运河管理局

对加拿大不适用。

Annex 4: Goods

Section A – General Provisions

1. This Chapter covers all goods procured by the procuring entities listed in Annexes1 and 2, subject to the Notes to the respective annex, the General Notes, and paragraph 2.
2. For procurement by the Department of National Defence, the Royal Canadian Mounted Police and the Canadian Coast Guard, this Chapter covers only the goods listed in Section B, subject to Article 16.03(1).

附件4：货物

第A节——一般规定

1. 本章涵盖附件1和附件2中列出的采购实体采购的所有货物，并遵守各附件的注释和一般注释以及第2段。2. 对于国防部、皇家加拿大骑警和加拿大海岸警卫队的采购，本章仅涵盖第B部分中列出的货物，并遵守第16.03(1)条

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Section B – List of Certain Goods

(The numbers refer to the Federal Supply Classification (FSC) document dated May 2005, which can be found on the Federal Supply Class Reference Guide *site*.)

22. Railway equipment

23. Motor vehicles, trailers and cycles (except buses in 2310; and, except military trucks and trailers in 2320 and 2330 and tracked combat, assault and tactical vehicles in 2350 and wheeled combat, assault and tactical vehicles in 2355 formerly classified in 2320)

B部分 – 某些货物清单

(这些数字指的是联邦供应分类（FSC）文件，该文件注明日期为2005年5月，可以在 联邦供应分类参考指南 网站上找到。)

22. 铁路设备

23. 机动车辆、拖车和自行车（不包括2310中的公共汽车；以及，不包括2320和2330中的军用卡车和拖车，以及2350中的履带式作战、突击和战术车辆，以及2355中的轮式作战、突击和战术车辆，原归类于2320）

24. Tractors	24. 拖拉机 25. 车辆设备组件 26. 轮胎和内胎 29. 发动机附件 30. 机械动力传输设备 32. 木工机械和设备 34. 金属加工机械 35. 服务和贸易设备 36. 特殊行业机械 37. 农业机械和设备 38. 建筑、采矿、挖掘和公路维护设备 39. 物料搬运设备 40. 绳索、电缆、链条和配件 41. 制冷和空调设备
25. Vehicular equipment components	
26. Tires and tubes	
29. Engine accessories	
30. Mechanical power transmission equipment	
32. Woodworking machinery and equipment	
34. Metal working machinery	
35. Service and trade equipment	
36. Special industry machinery	
37. Agricultural machinery and equipment	
38. Construction, mining, excavating and highway maintenance equipment	
39. Materials handling equipment	
40. Rope, cable, chain and fittings	
41. Refrigeration and air conditioning equipment	
42. Fire fighting, rescue and safety equipment (except 4220: Marine lifesaving and diving equipment; and 4230: Decontaminating and impregnating equipment)	42. 消防、救援和安全设备（不包括4220：海洋生物救助和潜水设备；以及4230：脱污和浸渍设备）
43. Pumps and compressors	43. 泵和压缩机
44. Furnace, steam plant, drying equipment and nuclear reactors	44. 炉子、蒸汽装置、干燥设备和核反应堆
45. Plumbing, heating and sanitation equipment	45. 管道、供暖和卫生设备 46. 水净化和污水处理设备 47. 管道、管子、软管和配件 48. 阀门 49. 维护和修理店设备 52. 测量工具 53. 紧固件和磨料 54. 预制结构和脚手架 55. 原木、木工制品、胶合板和饰面 56. 建筑和建筑材料 61. 电线和电力及配电设备 62. 照明灯具和灯
46. Water purification and sewage treatment equipment	
47. Pipe, tubing, hose and fittings	
48. Valves	
49. Maintenance and repair shop equipment	
52. Measuring tools	
53. Hardware and abrasives	
54. Prefabricated structures and scaffolding	
55. Lumber, millwork, plywood and veneer	
56. Construction and building materials	
61. Electric wire and power and distribution equipment	
62. Lighting fixtures and lamps	
63. Alarm and signal systems	63. 报警和信号系统
65. Medical, dental and veterinary equipment and supplies	65. 医疗、牙科和兽医设备和用品
66. Instruments and laboratory equipment (except 6615: Automatic pilot mechanisms and airborne Gyro components; and 6665: Hazard detecting instruments and apparatus)	66. 仪器和实验室设备（不包括6615：自动驾驶仪）机制和机载陀螺组件；以及6665：危险检测仪器和设备）
67. Photographic equipment	67. 摄影设备
68. Chemicals and chemical products	68. 化学品和化工产品

69. Training aids and devices

70. General purpose automatic data processing equipment, software, supplies and support equipment (except 7010: Automatic Data Processing Equipment (ADPE)configurations)

71. Furniture

72. Household and commercial furnishings and appliances

73. Food preparation and serving equipment

74. Office machines, text processing system and visible record equipment

75. Office supplies and devices

76. Books, maps and other publications (except 7650: drawings and specifications)

77. Musical instruments, phonographs and hometype radios

78. Recreational and athletic equipment

79. Cleaning equipment and supplies

80. Brushes, paints, sealers and adhesives

81. Containers, packaging and packing supplies

85. Toiletries

87. Agricultural supplies

88. Live animals

91. Fuels, lubricants, oils and waxes

93. Nonmetallic fabricated materials

94. Nonmetallic crude materials

96. Ores, minerals and their primary products

99. Miscellaneous

69. 培训辅助工具和设备 70. 通用自动数据处理设备、软件、供应

ies

以及支持设备（不包括7010：自动数据处理设备 nt
(ADPE)配置）71. 家具 72. 家用和商用家具及电器 73. 食品准备和供应设备 74. 办公机器、文字处理系统以及可见记录设备 75. 办公用品和设备 76. 书籍、地图和其他出版物（不包括7650：图纸和规范） 77. 乐器、留声机和家用收音机 78. 休闲和运动设备 79. 清洁设备和供应品 80. 刷子、油漆、密封剂和粘合剂 81. 容器、包装和包装供应品 85. 卫生用品 87. 农业供应品 88. 活动物 91. 燃料、润滑剂、油和蜡 93. 非金属制造材料 94. 非金属原材料 96. 矿石、矿物及其初级产品 99. 杂项

Annex 5: Services

Section A – General Provisions

1. This Chapter covers all services procured by the procuring entities in Annex 1 and Annex 2, subject to paragraph 3 and Section B of this Annex.
2. Services are identified in accordance with the Common Classification System, which may be found on the SICE North American Free Trade Agreement web site.
3. Annex 6 applies to contracts for construction services.

Section B – Excluded Coverage by Major Service Category

Part I

附件5：服务

第A节——一般规定

1. 本章涵盖附件1和附件2中采购实体采购的所有服务，但需遵守本附件第3段和第B节的规定。2. 服务根据通用分类系统进行识别，该系统可在 SICE北美自由贸易协定 网站找到。3. 附件6适用于建筑服务合同。

第B节——按主要服务类别排除的覆盖范围

第一部分

This Chapter does not cover procurement of the following services by entities listed in Annex 1 and Annex 2:

本章不包括附件1和附件2中列出的实体采购以下服务：

A. Research and Development

A. 研究与开发

All classes

所有类别

B. Studies and Analysis – not R&D

B. 研究与分析 - 非研发

B002 Animal and Fisheries Studies

B003 Grazing/Range Studies

B400 Aeronautic/Space Studies

B503 Medical and Health Studies

B507 Legal Studies (except advisory services on foreign law)

B002 动物与渔业研究

B003 放牧/草原研究

B400 航空/航天研究

B503 医学与健康研究

B507 法律研究（不包括外国法律咨询）

C. Architect and Engineering Services

C. 建筑师与工程服务

C112 Airfield, Communication and Missile Facilities

C216 Marine Architect and Engineering Services

C112 机场、通信和导弹设施

C216 海洋建筑师与工程服务

D. Information Processing and Related Telecommunications Services

D. 信息处理和相关电信服务

D304 ADP Telecommunications and Transmission Services, except those classified as "enhanced or value-added services." Enhanced or value-added services means those telecommunications services employing computer processing applications that:

1. act on the format, content, code, protocol or similar aspects of a customer's transmitted information;
2. provide a customer with additional, different or restructured information; or
3. involve customer interaction with stored information.

D304ADP 电信和传输服务，但不包括被归类为“增强型或增值服务”的服务。增强型或增值服务是指那些采用计算机处理应用的服务，这些服务：

1. 对客户传输信息的格式、内容、代码、协议或类似方面进行操作；2. 向客户提供附加、不同或重组的信息；或 3. 涉及客户与存储信息的交互。

For purposes of this provision, the procurement of "ADP Telecommunications and Transmission Services" does not include the ownership or furnishing of facilities for the transmission of voice or data services. This provision only extends to providers of enhanced or value-added services whose underlying telecommunications transmission facilities are leased from providers of public telecommunications transport networks.

根据本条款的规定，“ADP电信和传输服务”的采购不包括为传输语音或数据服务而提供的设施的所有权或提供。本条款仅适用于其基础电信传输设施从公共电信传输网络提供者处租赁的增强型或增值服务提供者。

D305 ADP Teleprocessing and Timesharing Services

D305 ADP远程处理和分时服务

D309 Information and Data Broadcasting or Data Distribution Services (except enhanced/value-added facsimile services, including store and forward, store and retrieve, and Code and protocol conversion)

D309信息和数据广播或数据分发服务（不包括增强型/增值传真服务，包括存储转发、存储检索和代码和协议转换）

D316 Telecommunications Network Management Services (except Electronic Data Interchange (EDI) Services)

D316电信网络管理服务（不包括电子数据交换（EDI）服务）

D317 Automated News Service, Data Services, or Other Information Services. Buying data, the electronic equivalent of books, periodicals, newspapers, etc. (except enhanced/value-added electronic mail services; telecommunications - voice messaging; information retrieval services, database and automated news services)

D317 自动新闻服务、数据服务或其他信息服务。购买数据，书籍、期刊、报纸等的电子等价物（不包括增强型/增值电子邮件服务；电信 - 语音消息；信息检索服务、数据库和自动新闻服务）

D399 Other ADP and Telecommunications Services (except enhanced/value-added CD-ROM services and micrographic services)

D399 其他ADP和电信服务（不包括增强型/增值型CD-ROM服务和显微摄影服务）

F. Natural Resources Services

F. 自然资源服务

F004 Land Treatment Practices Services (plowing/clearing, etc.).

F005 Range Seeding Services (ground equipment)

F006 Crop Services (including Seed Collection/Production Services)

F011 Pesticides/Insecticides Support Services (except forestry and logging)

F021 Veterinary/Animal Care Services (inc. livestock services)

F029 Other Animal Care/Control Services

F030 Fisheries Resources Management Services

F031 Fish Hatchery Services

F050 Recreation Site Maintenance Services (non-construction)

F059 Other Natural Resource and Conservation Services

F004 土地处理实践服务（耕作/清理等）。

F005 牧场播种服务（地面设备）

F006 作物服务（包括种子收集/生产服务）

F011 杀虫剂/杀虫剂支持服务（不包括林业和采伐）

F021 兽医/动物护理服务（包括畜牧业服务）

F029 其他动物护理/控制服务

F030 渔业资源管理服务

F031 鱼苗繁殖服务

F050 休闲场所维护服务（非建筑）

F059 其他自然资源和保育服务

G. Health and Social Service

G. 健康和社会服务

All classes

所有类别

H. Quality Control, Testing, Inspection and Technical Representative Services

H. 质量控制、检验、测试和技术代表服务

Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)

FSC 58 (Communications, Detection, and Coherent Radiation Equipment)

Services with reference to transportation equipment

附件7(1)(e)中列出的部门和职能的服务，涉及FSC 36（特殊工业机械）、FSC 70（自动数据处理设备、软件供应和支持设备）以及FSC 74（办公机器、文本处理系统和可见记录设备）

FSC 58（通讯、检测和相干辐射设备）

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涉及运输设备的服务

J. Maintenance, Repair, Modification, Rebuilding and Installation of Goods/Equipment

J. 维护、修理、修改、重建和安装货物/设备

Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)

FSC 58 (Communications, Detection, and Coherent Radiation Equipment)

Services with reference to transportation equipment

J019 Maintenance, Repair, Modification, Rebuilding and Installation of Equipment Related to Ships

J998 Non-nuclear Ship Repair

附件7(1)(e)中列出的部门和职能所涉及的服务，涉及FSC 36（特殊工业机械）、FSC 70（自动数据处理设备、软件供应和支持设备）以及FSC 74（办公机器、文本处理系统和可见记录设备）

FSC 58（通讯、检测和相干辐射设备）

涉及运输设备的服务

与船舶相关的设备的维护、修理、修改、重建和安装

非核船舶修理

K. Custodial Operations and Related Services

K. 监护运营及相关服务

K0 Personal Care Services

K105 Guard Services

K0 个人护理服务

K105 保安服务

K109 Surveillance Services

K115 Preparation and Disposal of Excess and Surplus Property

L. Financial and Related Services

All classes

M. Operation of Government-Owned Facilities

All facilities operated by:

- The Department of National Defence
- The Department of Transport
- The Department of Natural Resources and
- for all other departments: M180 and M140

R. Professional, Administrative and Management Support Services

R003 Legal Services (except advisory services on foreign law)

R004 Certifications and accreditations for Products and Institutions Other Than Educational Institutions

R007 Systems Engineering Services (with reference to transportation systems)

R012 Patent and Trade Mark Services

R101 Expert Witness

R102 Weather Reporting/Observation Services

R104 Transcription Services

R106 Post Office Services

R109 Translation and Interpreting Services (including sign language)

R114 Logistics Support Services (with respect to transportation and defence)

R116 Court Reporting Services

R117 Paper Shredding Services

R201 Civilian Personnel Recruitment (including services of employment agencies)

S. Utilities

All classes

T. Communications, Photographic, Mapping, Printing and Publication Services

All classes

U. Educational and Training Services

U010 Certifications and Accreditations for Educational Institutions

V. Transportation, Travel and Relocation Services

All classes (except V503 Travel Agent Services (not including tour guides))

K109 监控服务 K115 准备和处理过剩及闲置财产

L. 金融及相关服务

所有类别

M. 政府所有设施的经营

由以下机构运营的所有设施:

• 国防部 • 交通部 • 自然资源部以及 • 所有其他部门：M180和M140

R. 专业、行政和管理支持服务

R003 法律服务（不包括外国法律咨询）

R004 产品和除教育机构以外的机构认证和认可

R007 系统工程服务（参考运输系统)

R012 专利和商标服务

R101 专家证人

R102 气象报告/观测服务

R104 转录服务

R106 邮政服务

R109 翻译和口译服务（包括手语）

R114 物流支持服务（涉及运输和国防）

R116 法庭报告服务

R117 纸张粉碎服务

R201 民用人员招聘（包括就业机构服务）

S. 公共事业

所有类别

T. 通信、摄影、测绘、印刷和出版服务

所有类别

U. 教育和培训服务

U010 教育机构的认证和认可

V. 交通、旅行和搬迁服务

所有类别（不包括V503 旅行代理服务（不包括导游））

W. Lease and Rental of Equipment

Services for the departments and functions listed in Annex 7(1)(e) respecting FSC 36 (Special Industry Machinery), FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment) and FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment)

FSC 58 (Communications, Detection, and Coherent Radiation Equipment) Services with reference to transportation equipment

Part II

This Chapter does not cover procurement of the following services by entities listed in Annex 2:

D. Information Processing and Related Telecommunications Services

D309 Information and Data Broadcasting or Data Distribution Services

D316 Telecommunications Network Management Services

D317 Automated News Service, Data Services, or Other Information Services. Buying data, the electronic equivalent of books, periodicals, newspapers, etc.

D399 Other ADP and Telecommunications Services

F. Natural Resources and Conservation Services

F007 Seedling Production/Transplanting Services

F010 Other Range/Forest Improvements Services

R. Professional, Administrative and Management Support Services

R113 Data Collection Services

Notes to Annex 5

1. Services with reference to the goods purchased by the Department of National Defence, the Royal Canadian Mounted Police and the Canadian Coast Guard that are not identified as subject to the coverage of this Chapter (Annex 4) are exempt from the disciplines of this Chapter.
2. Services purchased in support of military forces located overseas are exempt from coverage of this Chapter.

Annex 6: Construction Services

Section A – General Provisions

1. This Chapter covers all construction services set out in the Common Classification System (CCS), except those listed in Section B, that are procured by the procuring entities listed in Annex 1 and Annex 2.
2. The Common Classification System can be found on the: SICE North American Free Trade Agreement.

W. 设备租赁和租赁

附件7(1)(e)中列出的部门和职能的服务，涉及FSC 36（特殊工业机械）、FSC 70（自动数据处理设备、软件供应和支持设备）以及FSC 74（办公机器、文本处理系统和可见记录设备）

FSC58（通信、探测和相干辐射设备）服务涉及运输设备

第二部分

本章不涵盖附件2中列出的实体采购以下服务：

D. 信息处理和相关电信服务

D309 信息和数据广播或数据分发服务

D316 电信网络管理服务

D317 自动新闻服务、数据服务或其他信息服务。购买数据，书籍、期刊、报纸等的电子等价物。

D399 其他自动数据处理和电信服务

F. 自然资源和保护服务

F007 苗木生产/移植服务

F010 其他草原/森林改良服务

R. 专业、行政和管理支持服务

R113 数据收集服务

附件5的说明

1. 与国防部、皇家加拿大骑警和加拿大海岸警卫队购买的货物有关的、本章（附件4）未明确涵盖的服务未明确属于本章（附件4）涵盖范围的服务，不适用本章的纪律。

2. 为海外军事力量提供支持而购买的服务，不适用本章的涵盖范围。

附件6：建筑服务

第A节——一般规定

1. 本章涵盖通用分类系统（CCS）中列出的所有建筑服务，但不包括B部分中列出的、由附件1和附件2中列出的采购实体采购的那些服务。2. 通用分类系统可在以下网址找到：SICE 北美自由贸易协定。

Section B – Excluded Coverage by Major Service Category

The following services contracts are excluded:

1. Dredging.
2. Construction contracts tendered by or on behalf of the Department of Transport.
3. CPC 5115 mining of oil and gas which is classified under CCS F042.

Annex 7: General Notes

1. This Chapter does not cover procurements in respect of:

    a. shipbuilding and repair;

    b. urban rail and urban transportation equipment, systems, components and materials incorporated therein as well as all project-related materials of iron or steel;

    c. contracts respecting FSC 58 (Communications, Detection and Coherent Radiation Equipment);

    d. set-asides for small and minority businesses;

    e. the Department of Transport,

        i. the Department of Fisheries and Oceans,

        ii. the Canadian Food Inspection Agency in respect of the administration and enforcement of the *Fish Inspection Act*,

        iii. the Department of Canadian Heritage in respect of those functions that were formerly the responsibility of the Department of Communications,

        iv. the Department of Industry in respect of telecommunications, except in relation to (a) the planning and coordination of telecommunication services for departments, boards and agencies of the Government of Canada, and (b) broadcasting, other than in relation to spectrum management and the technical aspects of broadcasting, and

        v. the Department of Public Works and Government Services in respect of the Government Telecommunications and Informatics Services,

    respecting FSC 70 (Automatic Data Processing Equipment, Software Supplies and Support Equipment), FSC 74 (Office Machines, Text Processing Systems and Visible Record Equipment) and FSC 36 (Special Industry Machinery); and

    f. agricultural products made in furtherance of agricultural support programs or human feeding programs.

2. This Chapter does not cover the procurement of transportation services forming a part of or incidental to a procurement contract.
3. Pursuant to Article 16.03, national security exceptions include oil purchases related to any strategic reserve requirements.
4. National security exceptions include procurements made in support of safeguarding nuclear materials or technology.

B部分 – 主要服务类别排除范围

以下服务合同被排除:

1. 疏浚。2. 由交通部或代表交通部招标的建设合同。3. 按CCS F042分类的CPC5115石油和天然气开采。

附件7：一般注释

1. 本章不包括以下采购:

    a. 造船和维修；b. 城市铁路和城市交通设备、系统、组件及其包含的材料，以及所有与项目相关的钢铁材料；c. 关于FSC 58（通信、探测和相干辐射设备）的合同；d. 为中小企业保留的份额；e. 交通部，

        i. 渔业与海洋部，ii. 加拿大食品检验局在鱼类检验法的管理和执行方面的职责，iii. 加拿大遗产部在原为通信部职责的职能方面的职责，iv. 工业部在电信方面的职责，但（a）不涉及为加拿大政府的部门、委员会和机构规划和协调电信服务，以及（b）不涉及广播，除与频谱管理和广播的技术方面相关的广播外，以及v. 公共工程和政府服务部在政府电信和信息技术服务方面的职责，关于FSC 70（自动数据处理设备、软件供应和支持设备）、FSC 74（办公机器、文本处理系统和可见记录设备）和FSC 36（特殊行业机械）；以及

    f. 农产品为农业支持计划服务或人类喂养计划。

2. 本章不涵盖形成运输服务采购 a
属于或偶然涉及采购合同的一部分。3. 根据第16.03条，国家安全例外包括与任何战略储备要求相关的石油采购。4. 国家安全例外包括为保护核材料或技术而进行的采购。

5. The procurement process is the process that begins after an entity has decided on its requirement and continues through to and including contract award.
6. The Notes in this Annex apply to this Chapter and all of the Annexes to the Canadian Schedule.

Annex 8: Threshold Adjustment Formulas

1. The thresholds will be adjusted at two-year intervals, with each adjustment taking effect on January 1, beginning on January 1, 2012.
2. The thresholds for:

    a. construction services procured by entities listed in Annex 1, and

    b. goods and services procured by the entity listed in Annex 3,

    will be adjusted in accordance with the WTO *Agreement on Government Procurement* GPA/1, Annex 3. Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.

3. The thresholds for:

    a. a. goods and services procured by entities listed in Annex 1, and

    b. b. goods, services and construction services procured by entities listed in Annex 2,

    will be adjusted in accordance with Annex 1001.1c of the *North American Free Trade Agreement between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, done at Mexico, Ottawa and Washington on 17 December 1992 ("NAFTA"). Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.

4. The thresholds for:

    a. construction services procured by the entity listed in Annex 3 that are applicable the thirteenth year following the entry into force of this Agreement will:

        i. if the TPA enters into force, be set at the thresholds established under Annex 9.1 (Government Procurement), Section D (Panama Canal Authority) of the TPA, and be adjusted under Section I (Threshold Adjustment Formula) of the TPA, or

        ii. if the TPA has not entered into force, be adjusted in accordance with paragraph 3 of this Annex;

    b. construction services in Annex 3, applicable for 12 years following the entry into force of this Agreement (USD 12,000,000), will not be adjusted.

5. If a major change in a currency used by a Party during a year creates a significant problem with regard to the application of the Chapter, the Joint Commission shall determine whether an interim adjustment is appropriate.

5. 采购流程是指实体决定其需求后开始，并持续至包括合同授予在内的整个过程。
6. 本附件中的票据适用于本章以及加拿大清单的所有附件。

附件8：阈值调整公式

1. 门槛将每两年调整一次，每次调整于2012年1月1日开始生效。

2. 以下门槛：

    a. 附件1中列出的实体采购的建筑服务，以及 b. 附件3中列出的实体采购的货物和服务，

    将根据WTO政府采购协定GPA/1，附件3进行调整。加拿大应在调整后的门槛生效前的当年12月以书面形式通知巴拿马适用货币的调整后的门槛值。

3. 以下门槛：

    a. a. 由附件1中列出的实体采购的货物和服务，以及 b. b. 由附件2中列出的实体采购的货物、服务和建筑服务，

    将根据1992年12月17日在墨西哥、渥太华和华盛顿签署的加拿大政府、墨西哥合众国政府和美国政府之间的北美自由贸易协定（“北美自由贸易协定”）附件1001.1c进行调整。加拿大应在调整后的门槛生效前的12月以书面形式通知巴拿马适用货币中的调整后的门槛值。

4. 以下门槛：

    a. 由附件3中列出的实体采购且适用于本协议生效后第十三年的建筑服务将：
    i. 如果TPA生效，则根据TPA附件9.1（政府采购）第D节（巴拿马运河管理局）中确定的门槛设定，并根据TPA第I节（门槛调整公式）进行调整，或ii. 如果TPA尚未生效，则根据本附件第3段进行调整；b. 附件3中的建筑服务，适用于本协议生效后12年（1200万美元），将不予调整。

5. 如果一方在一年内使用的货币发生重大变化，导致在适用章节方面出现重要问题，联合委员会应确定是否应进行临时调整。

6. In the event that:

   a. Canada withdraws from the WTO *Agreement on Government Procurement* pursuant to Article XXIV of that Agreement, or the NAFTA pursuant to Article 2205 of that Agreement,

   b. the WTO *Agreement on Government Procurement* or the NAFTA is terminated, or

   c. a threshold adjustment formula referenced in paragraphs 1, 2, 3 or 4 is altered,

   the Committee on Procurement shall determine a suitable alternative threshold adjustment formula.

Annex 9: Transitional Thresholds for Goods and Services Procured by Central Level Entities of Panama

Transitional Thresholds

1. For a transitional period of 3 years from the date of entry into force of this Agreement, Panama shall apply a threshold of SDR 95,000 for goods and services procured by entities listed in Annex 1.

Domestic Currency Adjustment

1. Panama shall adjust the transitional threshold value of this Annex based on an average of the daily conversion rates of the U.S. dollar in terms of SDRs, published by the International Monetary Fund in its monthly “International Financial Statistics”, for the two-year period ending September 30 of the year before the adjusted transitional thresholds take effect.

Adoption of Permanent Thresholds

1. At the end of the transitional period, Panama may adopt the thresholds in Annex 1 for goods and services.
2. If Panama is not able to adopt the thresholds in Annex 1 for goods and services procured by entities listed in Annex 1:

   a. Panama shall notify Canada a minimum of 3 months before the end of the transitional period; and

   b. the Parties shall adopt the threshold listed in paragraph 1 of this Annex.

3. The new thresholds adopted under paragraphs 3 or 4 will replace the thresholds for goods and services for Canada and Panama procured by entities in Annex 1, and the new adopted threshold values will be adjusted for Canada and Panama in accordance with Annex 8, paragraph 2 or 3 as appropriate.

6. 如果：

   a. 加拿大根据该协定第XXIV条或该协定第2205条，退出世界贸易组织政府采购协定，或b. 世界贸易组织政府采购协定或北美自由贸易协定被终止，或 c. 第1、2、3或4段中引用的门槛调整公式被修改，

采购委员会应确定一个合适的替代性门槛调整公式。

附件9：巴拿马中央层实体采购的商品和服务过渡性门槛

过渡性门槛

1. 自本协议生效之日起的3年过渡期内，巴拿马应将附件1中列出的实体采购的商品和服务门槛定为95,000特别提款权。

本国货币调整

1. 巴拿马应根据国际货币基金组织在其每月发布的《国际金融统计》中公布的、以特别提款权计价的美元每日汇率平均值，调整本附件的过渡性门槛价值，该调整适用于生效前两年的过渡性门槛。

永久性门槛的采用

1. 过渡期结束时，巴拿马可采用附件1中关于货物和服务的门槛。

2. 如果巴拿马无法采用附件1中关于由附件1所列实体采购的货物和服务的门槛：

   a. 巴拿马应在过渡期结束前至少3个月通知加拿大；以及 b. 缔约方应采用本附件第1段中列出的门槛。

3. 根据 第3段 或 第4段 采取的新门槛将取代附件1中实体采购的加拿大和巴拿马的货物和服务门槛，并且根据附件8第2段或第3段（如适用）对加拿大和巴拿马进行调整新的采用门槛值。

Text of the Canada–Panama Free trade agreement – Chapter sixteen: Government procurement – Schedule of Panama

Annex 1: Central Level Entities

Thresholds

USD 70,079 - **Goods** covered in Annex 4

USD 70,079 - **Services** covered in Annex 5

USD 7,804,000 - **Construction Services** covered in Annex 6

1. National Assembly
2. Comptroller General of the Republic
3. Ministry of Trade and Industry
4. Ministry of Agricultural Development
5. Ministry of Economy and Finance
6. Ministry of Education (Note 1)
7. Ministry of de Governance and Justice (Note 2)
8. Ministry of Social Development
9. Ministry of Public Works
10. Ministry of the Presidency (Note 3)
11. Ministry of Foreign Relations
12. Ministry of Health (Note 4)
13. Ministry of Labour and Workforce Development
14. Ministry of Housing and Territorial Planning
15. Ministry of Public Administration (Note 5)
16. Judicial Authority

Notes to the Schedule of Panama

1. Ministry of Education

This Chapter does not cover the procurement of goods classified under Divisions of the United Nations Central Product Classification (CPC) Ver. 1.0, listed below:

21 Meat, fish, fruit, vegetables, oils and fats;

22 Dairy products;

加拿大-巴拿马自由贸易协定文本–第十六章：政府采购–巴拿马清单

附件1：中央层实体

门槛

美元70,079 - **商品** 涵盖于附件4

美元70,079 - **服务** 涵盖于附件5

美元7,804,000 - **建筑服务** 涵盖于附件6

1. 国民议会 2. 共和国审计长 3. 贸易和工业部 4. 农业发展部 5. 经济和财政部 6. 教育部（注释1） 7. 治理和司法部（注释2） 8. 社会发展部 9. 公共工程部 10. 总统府部（注释3） 11. 外交部 12. 卫生部（注释4） 13. 劳动和劳动力发展部 14. 住房和领土规划部 15. 公共行政部（注释5） 16. 司法权

巴拿马清单的注释

1. 教育部

本章不涵盖根据联合国中央产品分类（CPC）版本1.0所属的部门分类的商品采购，如下所列：

21 肉、鱼、水果、蔬菜、油脂；

22 乳制品；

23 Grain mill products, starches and starch products; other food products;

24 Beverages;

26 Yarn and thread; woven and tufted textile fabrics;

27 Textile articles other than apparel;

28 Knitted or crocheted fabrics; wearing apparel;

29 Leather and leather products; footwear.

2. Ministry of Governance and Justice

This Chapter does not cover the procurement of goods and services listed below by or on behalf of: National Police; National Naval Aviation Service; National Maritime Service, Public Security Institutions Office; and Directorate General of Correctional Services:

- classified under Divisions of the CPC Ver. 1.0:
  - 21 Meat, fish, fruit, vegetables, oils and fats;
  - 22 Dairy products;
  - 23 Grain mill products, starches and starch products; other food products;
  - 24 Beverages;
  - 26 Yarn and thread; woven and tufted textile fabrics;
  - 27 Textile articles other than apparel;
  - 28 Knitted or crocheted fabrics; wearing apparel;
  - 29 Leather and leather products; footwear;
  - 431 Engines and turbines and parts thereof;
  - 447 Weapons and ammunition and parts thereof;
  - 491 Motor vehicles, parts and accessories thereof;
  - 496 Aircraft and spacecraft, and parts thereof;
- the procurement of food serving services (hot meals).

3. Ministry of the Presidency

This Chapter does not cover the procurement of goods and services listed below by or on behalf of Institutional Protection Service:

- classified under Divisions of the CPC Ver. 1.0:
  - 21 Meat, fish, fruit, vegetables, oils and fats;
  - 22 Dairy products;
  - 23 Grain mill products, starches and starch products; other food products;
  - 24 Beverages;
  - 26 Yarn and thread; woven and tufted textile fabrics;
  - 27 Textile articles other than apparel;
  - 28 Knitted or crocheted fabrics; wearing apparel;
  - 29 Leather and leather products; footwear;
  - 431 Engines and turbines and parts thereof;

23 谷物磨制产品、淀粉和淀粉制品；其他食品；

24 饮料；

26 纱线和线；织造和簇绒纺织织物；

27 非服装纺织制品；

28 针织或钩针织物；服装；

29 皮革和皮革制品；鞋靴。

2. 治理与司法部

本章不涵盖以下由或代表国家警察；国家海军航空服务；国家海事服务，公共安全机构办公室；以及矫正服务总局采购的商品和服务：

- 根据CPC版本1.0的分类：
  - 21 肉类、鱼类、水果、蔬菜、油脂；• 22乳制品；• 23 谷物磨制产品、淀粉和淀粉制品；其他食品；• 24饮料；• 26 纱线和线；织造和簇绒纺织织物；• 27 非服装类纺织制品；• 28针织或钩针织物；穿着服装；• 29 皮革和皮革制品；鞋；• 431 发动机和涡轮机及其零部件；• 447武器弹药及其零部件；• 491 机动车辆及其零部件；• 496 飞机和航天器及其零部件；
- 餐饮服务（热餐）的采购。

3. 总统府部

本章不涵盖机构保护服务代表或代表采购下列清单中的货物和服务：

- 根据CPC 版本 1.0 分类的：
  - 21 肉类、鱼类、水果、蔬菜、油脂；• 22乳制品；• 23 谷物磨制产品、淀粉和淀粉制品；其他食品；• 24饮料；• 26 纱线和线；织造和簇绒纺织织物；• 27 非服装类纺织制品；• 28针织或钩针织物；穿着服装；• 29 皮革和皮革制品；鞋；• 431 发动机和涡轮机及其零部件；

- 447 Weapons and ammunition and parts thereof;
- 491 Motor vehicles, parts and accessories thereof;
- 496 Aircraft and spacecraft, and parts thereof;

- the procurement of food serving services (hot meals); and

this Chapter does not cover the procurement of goods and services by, or on behalf of Public Security and National Defence Council Secretariat and the Social Investment Fund.

4. Ministry of Health

This Chapter does not cover the following:

- procurement made in furtherance of public health protection programs, including treatment of HIV/AIDS, Cancer, Tuberculosis, Malaria, Meningitis, Disease of Chagas, Leishmaniasis or other epidemics;
- procurement of vaccines for the prevention of Tuberculosis, Polio, Diphtheria, Whooping Cough, Tetanus, Measles, Mumps, Rubella, Meningitis (Meningococcica), Pneumococcus, Human Rabies, Chickenpox, Influenza, Hepatitis A, Disease for H. Influenza, Hepatitis B, Disease for H. Influenza Type B, and Yellow Fever that are purchased pursuant to an agreement with a not-for-profit international organization such as WHO and UNICEF; or
- procurement of pharmaceutical products under compulsory licensing pursuant to the General Council Decisions of 30 August 2003 on the implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health and of 6 December 2005 on the Amendment of the TRIPS Agreement of the World Trade Organization.

5. Ministry of Public Administration / Office of the Attorney General

This Chapter does not cover the procurement of goods and services listed below by or on behalf of the Judicial Technical Police:

- classified under Divisions of the CPC Ver. 1.0:
  - 21 Meat, fish, fruit, vegetables, oils and fats;
  - 22 Dairy products;
  - 23 Grain mill products, starches and starch products; other food products;
  - 24 Beverages;
  - 447 Weapons and ammunition and parts thereof;
  - 491 Motor vehicles, parts and accessories thereof; and
- the procurement of food serving services (hot meals).

6. This Chapter does not cover procurement for issuing currency, coinage, tax or postage stamps.

Annex 2: Other Covered Entities

- 447武器弹药及其零部件；• 491 机动车辆及其零部件；• 496 飞机和航天器及其零部件；

- 食品服务（热餐）的采购；以及

本章不涵盖公共安全和国防委员会秘书处及社会投资基金采购的货物和服务。

4. 卫生部

本章不涵盖以下内容：

- 为公共卫生保护项目进行的采购，包括治疗艾滋病、癌症、结核病、疟疾、脑膜炎、查加斯病、利什曼病或其他流行病；• 采购用于预防结核病、脊髓灰质炎、白喉、百日咳、破伤风、麻疹、腮腺炎、风疹、脑膜炎（脑膜炎球菌性）、肺炎球菌、狂犬病、水痘、流感、甲型肝炎、流感病、乙型肝炎、B型流感病和黄热病的疫苗，这些疫苗是根据与不以营利为目的的国际组织（如世界卫生组织和联合国儿童基金会）签订的协议购买的；或• 根据2003年8月30日关于实施《多哈宣言：与贸易有关的知识产权协定和公共卫生》第6段的决定和2005年12月6日关于修正世界贸易组织《与贸易有关的知识产权协定》的修正案，在强制许可下采购的药品。

5. 公共行政部 / 总检察长办公室

本章不涵盖司法技术警察代表或代表其采购下列货物和服务：

- 根据CPC版本1.0分类：
  - 21 肉类、鱼类、水果、蔬菜、油脂；• 22乳制品；• 23 谷物磨制产品、淀粉和淀粉制品；其他食品；• 24饮料；• 447武器弹药及其零部件；
  - 491 机动车辆及其零部件；以及

- 餐饮服务（热餐）的采购。

6. 本章不涵盖发行货币、铸币、税收或邮票的采购。

附件2：其他涵盖实体

Thresholds

USD 350,396 - **Goods** covered in Annex 4

USD 350,396 - **Services** covered in Annex 5

USD 11,213,223 - **Construction Services** covered in Annex 6

1. Civil Aeronautics Agency
2. National Customs Agency
3. Panamanian Food Safety Agency
4. Micro, Small and Medium-size Business Agency
5. Land Transit and Transportation Agency (Note 1)
6. Consumer Protection and Competition Defence Agency
7. Panamanian Maritime Agency
8. National Public Services Agency
9. Panamanian Water Resources Agency
10. Public Procurements Office
11. National Environment Agency
12. Agricultural Development Bank
13. National Bingos
14. National Securities Commission
15. Public Ombudsman
16. Agricultural Research Institute
17. Agricultural Marketing Institute
18. Agricultural Safety Institute
19. National Cultural Institute
20. National Sports Institute
21. National Institute for Professional Training and Human Resources Development
22. Panamanian Independent Cooperatives Institute
23. Panamanian Special Training Institute
24. Panamanian Tourism Institute
25. Human Resources Training and Development Institute
26. Public Register of Panama
27. Pension Savings and Capitalization System (SIACAP)
28. Superintendency of Banks
29. Chiriquí Autonomous University
30. Specialized University of the Americas
31. Technological University of Panama

门槛

美元 350,396 - **货物** 涵盖于附件4 美元 350,396 - **服务** 涵盖于附件5 美元 11,213,223 - **建筑服务** 涵盖于附件6 1. 民用航空局 2. 国家海关局 3. 巴拿马食品安全局 4. 微小型和中型企业局 5. 陆地运输局（注释1） 6. 消费者保护和竞争防御局 7. 巴拿马海事局 8. 国家公共服务局 9. 巴拿马水资源局 10. 公共采购办公室 11. 国家环境局 12. 农业发展银行 13. 国家宾果局 14. 国家证券委员会 15. 公共监察员 16. 农业研究所 17. 农业营销研究所 18. 农业安全研究所 19. 国家文化研究所 20. 国家体育研究所 21. 国家专业培训与人力资源发展研究所 22. 巴拿马独立合作社研究所 23. 巴拿马特殊培训研究所 24. 巴拿马旅游研究所 25. 人力资源培训与发展研究所 26. 巴拿马公共登记处 27. 养老金储蓄和资本化系统（SIACAP） 28. 银行监管局 29. 奇里基自治大学 30. 美洲专业大学 31. 巴拿马理工大学

32. Colón Free Trade Zone

33. Electric Transmission Company

34. National Water and Sewers Institute

Notes to Annex 2

1. Land Transit and Transportation Agency

This Chapter does not cover the procurement of license plates or identification stickers for motor vehicles and bicycles.

Annex 3: Panama Canal Authority

1. This Chapter covers procurement by the Panama Canal Authority where the value of the procurement is estimated to equals or exceeds:

    a. USD 624,000 for procurement of goods and services; and

    b. for procurement of construction services: USD 12,000,000 for 12 years following the entry into force of this Agreement and USD 11,376,255 thereafter.

2. The monetary thresholds set out in paragraph 1 shall be adjusted in accordance with Annex 8.

3. Unless otherwise specified in this Annex, this Chapter covers all agencies subordinate to the Panama Canal Authority.

Notes to Annex 3

1. This Chapter does not cover procurement measures of the Panama Canal Authority designed to promote micro, small and medium enterprises (as defined in Annex 7), in accordance with the following:

    a. the Panama Canal Authority may award Panamanian micro, small and medium enterprises a price preference that shall not exceed 10%;

    b. further to Article 16.05, Panama shall notify Canada in writing of the establishment of a price preference program established in accordance with subparagraph (a); and

    c. a price preference shall be clearly described in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation.

2. Notwithstanding any other provision of this Chapter, for each of the 12 full fiscal years following the entry into force of this Agreement, the Panama Canal Authority may at its discretion set aside from the obligations of this Chapter procurement contracts for goods, services, and construction services for Panamanian nationals or suppliers owned and controlled by Panamanian nationals, provided that in these fiscal years:

    a. the total value of the Panama Canal Authority's procurement exceeds USD 200,000,000;

32. 科隆自由贸易区 33. 电力传输公司

34. 国家水资源和下水道研究所

附件2的注释

1. 陆地运输局

本章不涵盖机动车辆和自行车的牌照或识别贴纸的采购。

附件3：巴拿马运河管理局

1. 本章涵盖巴拿马运河管理局的采购，其中采购的价值估计等于或超过：

    a. 624,000美元用于采购货物和服务；以及b. 用于采购建筑服务：本协议生效后12年内为12,000,000美元，之后为11,376,255美元。

2. 第1段中规定的货币门槛应根据附件8进行调整。

3. 除非本附件另有规定，本章涵盖巴拿马运河管理局所有下属机构。

附件3的注释

1. 本章不涵盖巴拿马运河管理局为促进微、小和中型企业（根据附件7定义）而设计的采购措施，具体如下：

    a. 巴拿马运河管理局可给予巴拿马微、小和中型企业不超过10%的价格优惠；
    b. 根据第16.05条，巴拿马应以书面形式通知加拿大根据第（a）款建立的优惠计划；以及c. 价格优惠应在采购意向通知或邀请供应商参与采购的通知及相关招标文件中明确描述。

2. 不论本章有任何其他规定，在本协议生效后的每个12个完整财政年度内，巴拿马运河管理局可自行决定从本章的义务中为巴拿马国民或由巴拿马国民所有和控制之供应商设立货物、服务和建筑服务的采购合同，前提是在这些财政年度中：

    a. 巴拿马运河管理局的采购总价值超过2亿美元；

b. the total value of the procurement contracts that are set aside does not exceed 10% of the total value of the Panama Canal Authority's procurement contracts for goods, services and construction services awarded in that fiscal year that:

i. are covered by the Chapter, and
ii. exceed the USD 200,000,000 base for the fiscal year; and

c. the total value of procurement contracts under any single CPC version 1.0 section that is set aside does not exceed 20% of the total value of the procurement contracts that may be set aside for that year.

3. Where a procurement contract will be set aside pursuant to paragraph 2, the Panama Canal Authority shall clearly state that information in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation.

4. If in any given fiscal year the total value of procurement contracts set aside by the Panama Canal Authority exceeds the level permitted under paragraph 2, the Parties in conjunction with the Panama Canal Authority shall consult with a view to agreeing on an adjustment in the form of a reduction of the set asides permitted for the following fiscal year.

5. If the Panama Canal Authority proposes to extend the period during which set asides may be applied beyond the twelve-fiscal-year period established in paragraph 2, it shall inform the Parties during the ninth full fiscal year after the entry into force of this Agreement. The Parties, in conjunction with the Panama Canal Authority, shall consult regarding the proposal. If the Parties agree to extend the period, the Panama Canal Authority may continue to apply set asides in accordance with paragraph 2 for the additional period that the Parties agree.

6. Panama shall prepare an annual report providing sufficient detail to establish that set asides have been applied in accordance with paragraph 2.

7. The minimum forty-day time limit set out in Article 16.09(2) shall not apply to the Panama Canal Authority. The Panama Canal Authority shall provide suppliers sufficient time to prepare and submit responsive tenders, taking into account the nature and complexity of the procurement. However, the Panama Canal Authority shall in no case provide for less than 5 business days from the date on which the notice of intended procurement is published on the Internet for the submission of tenders.

8. Article 16.13(5) does not apply to the Panama Canal Authority.

9. Notwithstanding Article 16.13(4), the Panama Canal Authority shall provide no less than 5 business days for suppliers to prepare and submit written challenges, with the understanding that the period shall commence on the first business day that follows the publication of the announcement of the contract award on the Internet.

10. The procurements of the Panama Canal Authority are excluded from the application of Annex 22.03 (Dispute Settlement - Nullification or Impairment).

Annex 4: Goods

This Chapter applies to goods procured by the entities listed in Annex 1 through 3, subject to the Notes to the respective Annex and the General Notes.

Annex 5: Services

b. 被撤销的采购合同总价值不超过该财政年度内巴拿马运河管理局授予的商品、服务和建筑服务采购合同总价值的10%；

i. 属于该章节范围，ii. 超过该财政年度的2亿美元基准；以及

c. 任何单个CPC版本1.0下的采购合同总价值
被撤销的部分，其总价值不超过当年可能被撤销的采购合同总价值的20%。

3. 当采购合同将根据第2段被撤销时，
巴拿马运河管理局应在采购意向通知或邀请供应商参与采购的通知及相关招标文件中明确说明该信息。

4. 如果在任何一个财政年度，巴拿马运河管理局撤销的采购合同总价值超过第2段规定的允许水平，缔约方与巴拿马运河管理局应协商，以就减少下一年度允许的撤销额度达成调整方案。

5. 如果巴拿马运河管理局提议延长套装期限
6. 巴拿马应准备一份年度报告，提供足够详细的信息以证明已根据第2段的规定适用保留。 7. 第16.09(2)条规定的最低四十天时限不适用于巴拿马运河管理局。巴拿马运河管理局应给予供应商足够的时间准备和提交有响应的投标，并考虑采购的性质和复杂性。但是，巴拿马运河管理局在任何情况下都不得少于在互联网上发布采购意向通知之日起5个工作日的时间来提交投标。

6. 巴拿马应准备一份年度报告，提供足够详细的信息以证明已根据第2段的规定适用保留。 7. 第16.09(2)条规定的最低四十天时限不适用于巴拿马运河管理局。巴拿马运河管理局应给予供应商足够的时间准备和提交有响应的投标，并考虑采购的性质和复杂性。但是，巴拿马运河管理局在任何情况下都不得少于在互联网上发布采购意向通知之日起5个工作日的时间来提交投标。

8. 第16.13(5)条不适用于巴拿马运河管理局。9. 尽管有第16.13(4)条，但巴拿马运河管理局不得提供
少于5个工作日供供应商准备和提交书面挑战，并理解该期限应从互联网上公布合同授予公告后的第一个工作日开始计算。

10. 巴拿马运河管理局的采购被排除在
附件22.03（争议解决——无效或损害）的应用之外。

附件4：商品

本章适用于附件1至3中列出的实体采购的商品，但需遵守各附件的注释和一般注释的规定。

附件5：服务

This Chapter does not cover the procurement of the following services, as elaborated in the United Nations Central Product Classification (CPC) ver. 1.0.

本章不涵盖根据联合国中央产品分类（CPC）1.0版详细说明的服务采购。

Code CPC version 1.0. Description	CPC 版本 1.0
64 Land transport services	64 陆路运输服务
66 Air transport services	66 航空运输服务
6751 Bus station services	6751 汽车站服务
6781 Travel agency and tour operator services	6781 旅行社和旅游运营商服务
68111 Postal services relaservices related to letters	68111 与信函相关的邮政服务
68112 Postal services related to parcels	68112 与包裹相关的邮政服务
68113 Post office counter services	68113 邮局柜台服务
68119 Other postal services	68119 其他邮政服务
6911 Electricity transmission and distribution services	6911 电力传输和分配服务
692 Water distribution services through mains	692 通过主管道的水分配服务
81 Research and development services	81 研发服务
91 Public Administration and other Services to the Community as a whole; Compulsory Social Security Services	91公共行政以及向整个社区提供的服务；强制性社会保障服务
92 Education Services	92教育服务
93 Health and Social services	93健康和社会服务
9692 Gambling and Betting Services	9692赌博和博彩服务
D304 ADP Telecommunications and Transmission Services, except for those services classified as "enhanced or value-added services". For the purposes of this provision, the procurement of "ADP Telecommunications and Transmission Services" does not include the ownership or furnishing of facilities for the transmission of voice or data	D304 ADP电信和传输服务，但不包括被分类为“增强型或增值服务”的服务。根据本条款的规定，“ADP电信和传输服务”的采购不包括用于传输语音或数据的设施的所有权或提供
D305 Teleprocessing and Timesharing Services	D305远程处理和分时服务
D316 Telecommunications Network Management Services	D316 电信网络管理服务
D317 Automated News Services, Data Services or Other Information Services	D317 自动新闻服务、数据服务或其他信息服务
D399 Other ADP and Telecommunications Services	D399 其他自动数据处理和电信服务
M Operation of Government-Owned Facilities	M 政府所有设施的经营

Annex 6: Construction Services

附件6：建筑服务

This Chapter covers all construction services except dredging services.

本章涵盖所有建筑服务，但不包括疏浚服务。

Annex 7: General Notes

附件 7：一般注释

1. This Chapter does not apply to:

1. 本章不适用于：

a. procurements made under the system of concessions granted by the State, other than public works concession contracts;

b. procurement measures designed to promote micro, small and medium enterprises, in accordance with the following:

   i. a "micro, small and medium enterprise" is defined, for purposes of this Annex, as a business that has total annual sales of no more than USD 2,500,000,

   ii. for a period of up to 5 years after the entry into force of this Agreement, or a longer period that the Joint Commission determines, the Republic of Panama may award its micro, small and medium enterprises a price preference that shall not exceed 10% in tenders covered by this Chapter,

   iii. further to Article 16.05, Panama shall notify Canada of any price preference measure established in accordance with paragraph (ii),

   iv. if, before the end of the five-year period established in subparagraph (ii), Panama requests an extension of the period, the Joint Comission shall discuss whether there is a need to extend the period during which price preferences may be applied, and, if it determines that there is such a need, to establish the terms and conditions of the extension,

   v. if the *Trade Promotion Agreement between the United States and Panama* (TPA) enters into force at a later date than this Agreement, the five-year period established under subparagraph (ii) is extended so that it ends on the same date as the five-year period established under paragraph 1(b)(i) of Panama's Schedule to Section H of Annex 9.1 (Government Procurement) of the TPA,

   vi. any price preference shall be clearly described in the notice of intended procurement or notice inviting suppliers to participate in the procurement and relevant tender documentation, and

   vii. If following the entry into force of this Agreement, the Republic of Panama proposes to implement a procurement measure that is intended to provide an exclusive right for its micro, small and medium enterprises to provide a good or service covered by this Chapter, Panama shall notify such proposal to Canada and enter into consultations with Canada regarding the need, and any terms and conditions, for such a measure. The Republic of Panama may implement the measure subject to such terms and conditions as the Joint Commission may determine;

c. procurement of agricultural products linked to agricultural development and support and food aid programs;

d. procurement made by a Panamanian entity to another Panamanian entity; and

e. procurement of transportation services that form a part of, or are incidental to, a procurement contract.

2. The Notes in this Annex apply to this Chapter and all of the Annexes to the Panamanian Schedule.

Annex 8: Threshold Adjustment Formulas

根据特许权系统进行的采购
国家，除公共工程特许合同外；

b. 旨在促进微、小和中型企业发展的采购措施，具体如下：i. “微、小和中型企业”是指，在本附件中，年总销售额不超过250万美元的企业，ii. 自本协议生效之日起，或联合委员会确定的较长时间期内，巴拿马共和国可在本章涵盖的投标中，给予其微、小和中型企业不超过10%的价格优惠，iii. 根据第16.05条，巴拿马应通知加拿大根据第 (ii) 段建立的任何价格优惠措施，iv. 如果，在第 (ii) 款规定的五年期限届满前，巴拿马请求延长期限，联合委员会应讨论是否需要延长可适用价格优惠的期限，如果它确定需要延长，则应确定延期的条款和条件，v. 如果，美国与巴拿马之间的贸易促进协定 (TPA) 生效日期晚于本协议，则根据第 (ii) 款建立的五年期限应相应延长，以便其到期日与TPA附件9.1（政府采购）第H部分第1(b)(i)段规定的巴拿马关税表的五年期限相同，vi. 任何价格优惠应在采购意向通知或邀请供应商参与采购的通知及相关招标文件中明确描述，vii. 如果，在本协议生效后，巴拿马共和国提出一项旨在为其微、小和中型企业提供本章涵盖的货物或服务专有权利的采购措施，巴拿马应将此提议通知加拿大，并与加拿大就此类措施的需要及任何条款和条件进行磋商。巴拿马共和国可在联合委员会确定的条款和条件下实施该措施；

c. p农产品采购与农业发展相关
a提供支持和粮食援助计划；

d. p巴拿马实体向另一巴拿马实体进行的采购；
and

e. 构成采购合同一部分或与采购合同相关的运输服务采购。

2. 本附件中的票据适用于本章以及巴拿马清单的所有附件。

附件8：阈值调整公式

1. The thresholds will be adjusted at two-year intervals, with each adjustment taking effect on January 1, beginning on January 1, 2012.

2. The thresholds for:

    a. construction services procured by entities listed in Annex 1, and

    b. goods and services procured by the entity listed in Annex 3,

    will be adjusted in accordance with the WTO *Agreement on Government Procurement* GPA/1, Annex 3. Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.

3. The thresholds for:

    a. goods and services procured by entities listed in Annex 1, and

    b. goods, services and construction services procured by entities listed in Annex 2,

    will be adjusted in accordance with Annex 1001.1c of the *North American Free Trade Agreement between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, done at Mexico, Ottawa and Washington on 17 December 1992 ("NAFTA"). Canada shall notify Panama in writing of the adjusted threshold values in the applicable currencies in December of the year before the adjusted thresholds take effect.

4. The thresholds for:

    a. construction services procured by the entity listed in Annex 3 that are applicable the thirteenth year following the entry into force of this Agreement will:

        i. if the TPA enters into force, be set at the thresholds established under Annex 9.1 (Government Procurement), Section D (Panama Canal Authority) of the TPA, and be adjusted under Section I (Threshold Adjustment Formula) of the TPA, or

        ii. if the TPA has not entered into force, be adjusted in accordance with paragraph 3 of this Annex;

    b. construction services in Annex 3, applicable for 12 years following the entry into force of this Agreement (USD 12,000,000), will not be adjusted.

5. If a major change in a currency used by a Party during a year creates a significant problem with regard to the application of the Chapter, the Joint Commission shall determine whether an interim adjustment is appropriate.

6. In the event that:

    a. Canada withdraws from the WTO *Agreement on Government Procurement* pursuant to Article XXIV of that Agreement, or the NAFTA pursuant to Article 2205 of that Agreement,

    b. the WTO *Agreement on Government Procurement* or the NAFTA is terminated, or

    c. a threshold adjustment formula referenced in paragraphs 1, 2, 3 or 4 is altered,

1. 门槛将每两年调整一次，每次调整于1月1日生效，自2012年1月1日开始。

2. 门槛适用于：

    a. 附件1中列出的实体采购的建筑服务，以及 b. 附件3中列出的实体采购的货物和服务，

    将根据世界贸易组织政府采购协定 GPA/1，附件3进行调整。加拿大应以书面形式通知巴拿马，在调整后的门槛生效前的年份12月，以适用货币通知调整后的门槛值。

3. 门槛适用于：

    a. 附件1中列出的实体采购的货物和服务，以及 b. 附件2中列出的实体采购的货物、服务和建筑服务，

    将根据1992年12月17日在墨西哥、渥太华和华盛顿签署的加拿大政府、墨西哥合众国政府和美国政府之间的北美自由贸易协定（“北美自由贸易协定”）附件1001.1c进行调整。加拿大应以书面形式通知巴拿马，在调整后的门槛生效前的年份12月，以适用货币通知调整后的门槛值。

4. 的门槛：

    a. 附件3中列出的实体采购的建筑服务，适用于本协议生效后第十三年的门槛将： i. 如果TPA生效，将根据TPA附件9.1（政府采购）、D部分（巴拿马运河管理局）中确定的门槛设定，并根据TPA第I节（阈值调整公式）进行调整，或 ii. 如果 TPA 尚未生效，将根据本附件第 3 段进行调整； b. 附件 3 中的建筑服务，适用于本协议生效后12年的门槛（美元1,200,000,000），将不予调整。

    本协议生效后（美元1,200,000,000），将不予调整。

5. 如果一方在使用某种货币的某一年中发生重大变化，导致在适用章节时产生重大问题，联合委员会应确定是否需要进行临时调整。

6. 在以下情况下：

    a. 加拿大根据该协定第XXIV条撤回世界贸易组织政府采购协定，或根据该协定第2205条撤回北美自由贸易协定，b. 世界贸易组织政府采购协定或北美自由贸易协定被终止，或 c. 第1、2、3或4段中引用的门槛调整公式被修改，

the Committee on Procurement shall determine a suitable alternative threshold adjustment formula.

采购委员会应确定一个合适的替代门槛调整公式。

Annex 9 : Transitional Thresholds for Goods and Services Procured by Central Level Entities of Panama

附件9：巴拿马中央层实体采购的商品和服务过渡性门槛

Transitional Thresholds

1. For a transitional period of 3 years from the date of entry into force of this Agreement, Panama shall apply a threshold of SDR 95,000 for goods and services procured by entities listed in Annex 1.

过渡性门槛

1. 自本协定生效之日起的3年过渡期内，巴拿马应将附件1中列出的实体采购的商品和服务门槛设定为95,000特别提款权。

Domestic Currency Adjustment

1. Panama shall adjust the transitional threshold value of this Annex based on an average of the daily conversion rates of the U.S. dollar in terms of SDRs, published by the International Monetary Fund in its monthly "International Financial Statistics", for the two-year period ending September 30 of the year before the adjusted transitional thresholds take effect.

本国货币调整

1. 巴拿马应根据国际货币基金组织在其每月发布的《国际金融统计》中公布的美元对特别提款权的日平均汇率，调整本附件的过渡性门槛值。该汇率计算截止于调整后的过渡性门槛生效前一年的9月30日。

Adoption of Permanent Thresholds

1. At the end of the transitional period, Panama may adopt the thresholds in Annex 1 for goods and services.
2. If Panama is not able to adopt the thresholds in Annex 1 for goods and services procured by entities listed in Annex 1:
    a. Panama shall notify Canada a minimum of 3 months before the end of the transitional period; and
    b. the Parties shall adopt the threshold listed in paragraph 1 of this Annex.
3. The new thresholds adopted under paragraphs 3 or 4 will replace the thresholds for goods and services for Canada and Panama procured by entities in Annex 1, and the new adopted threshold values will be adjusted for Canada and Panama in accordance with Annex 8, paragraph 2 or 3 as appropriate.

永久性门槛的采用

1. 过渡期结束时，巴拿马可以采用附件1中关于货物和服务的门槛。

2. 如果巴拿马无法采用附件1中关于附件1所列实体采购的货物和服务的门槛：

    a. 巴拿马应在过渡期结束前至少3个月通知加拿大；以及 b. 缔约方应采用本附件第1段中列出的门槛。

3. 第3段或第4段规定的新门槛将取代附件1中加拿大和巴拿马实体采购的货物和服务的门槛，并且根据附件8第2段或第3段的规定，新采用的门槛值将相应地调整加拿大和巴拿马。

Text of the Canada–Panama Free trade agreement – Chapter seventeen: Environment

加拿大-巴拿马自由贸易协定文本 – 章节十七：环境

Article 17.01: Affirmations

1. The Parties recognize that each Party has sovereign rights and responsibilities to conserve and protect its environment, and affirm their environmental obligations under their domestic law, as well as their international obligations under multilateral environmental agreements.

2. The Parties recognize the mutual supportiveness between trade and environment policies and the need to implement this Agreement in a manner consistent with environmental protection and conservation and the sustainable use of their resources.

Article 17.02: Agreement on the Environment

In keeping with the spirit of Article 17.01, the Parties have set out their mutual obligations in theAgreement on the Environment to promote the following objectives:

- conservation, protection and improvement of the environment in the territory of each Party for the well-being of present and future generations;
- a commitment not to derogate from domestic environmental laws in order to encourage trade or investment;
- conservation and sustainable use of biological diversity, and protection and preservation of traditional knowledge;
- development of, compliance with and enforcement of environmental laws;

第十七条第1条：确认

1. 缔约方承认每一方都有保护和保全其环境的主权权利和责任，并确认其根据国内法承担的环境义务，以及其根据多边环境协定承担的国际义务。

2. 缔约方承认贸易与环境政策之间的相互支持关系，以及实施本协议以符合环境保护与保护以及其资源的可持续使用之需要的必要性。

第十七条第2条：环境协定

根据第十七条第1条的精神，缔约方在环境协定中规定了其相互义务，以促进以下目标：

- 每一方领土上的保护、保护和改善环境，以促进当代人和子孙后代的福祉；承诺不以损害国内环境法的方式鼓励贸易或投资；生物多样性的保护和可持续使用，以及传统知识的保护和保存；环境法律的发展、合规和执行；

- transparency and public participation in environmental matters; and
- cooperation between the Parties to advance environmental issues of common interest.

Article 17.03: Relationship between this Agreement and the Agreement on the Environment

1. The Parties recognize the importance of balancing trade obligations and environmental obligations, and affirm that the Agreement on the Environment complements this Agreement and that they are mutually supportive.
2. The Commission may consider, as appropriate, reports and recommendations from the Committee on the Environment established under the Agreement on the Environment, in respect of any issues related to trade and the environment.

Text of the Canada–Panama Free trade agreement – Chapter eighteen: Labour

Article 18.01: Affirmations

The Parties affirm their obligations as members of the International Labour Organization (ILO) and their commitments to the ILO Declaration on Fundamental Principles and Rights at Work (1998) and its follow -up as well as their continuing respect for each other's Constitution and laws.

Article 18.02: Objectives

- 透明度和环境事务中的公众参与；以及缔约方之间为推进共同利益的环境问题进行的合作。
-

第十七条.03：本协议与环境协定之间的关系

1. 缔约方承认平衡贸易义务和环境义务的重要性，并确认环境协定补充本协议，并且它们是相互支持的。

2. 委员会可以根据适当情况，考虑环境协定下成立的环境委员会提交的报告和建议，涉及任何与贸易和环境相关的问题。

加拿大-巴拿马自由贸易协定文本 – 第八章：劳工

第十八条.01：确认

缔约方确认其作为国际劳工组织（ILO）成员的义务，以及其对《关于工作中基本原则和权利宣言》（1998年）及其后续行动的承诺，并继续尊重彼此的宪法和法律。

第18.02条：目标

The Parties wish to build on their respective international commitments, strengthen their cooperation on labour matters and in particular to:

- improve working conditions and living standards in each Party's territory;
- promote their commitment to the internationally recognized labour principles and rights;
- promote compliance with and effective enforcement by each Party of its labour law;
- promote social dialogue on labour matters among workers and employers, and their respective organizations, and governments;
- pursue cooperative labour-related activities for the Parties` mutual benefit;
- strengthen the capacity of each Party's competent authorities to administer and enforce labour law in its territory; and
- foster full and open exchange of information between these competent authorities regarding labour law and its application in each Party's territory.

缔约方希望在其各自国际承诺的基础上，加强其在劳工事务上的合作，并特别旨在：

- 改善每一方领土内的工作条件和生活水平；促进其对国际公认劳工原则和权利的承诺；促进每一方遵守并有效执行其劳动法；促进工人和雇主及其各自组织，以及政府之间就劳工事务进行社会对话；追求为缔约方`互惠的与劳工相关的合作活动；加强每一方主管当局在其领土内管理和执行劳动法的能力；并促进这些主管当局之间就劳动法及其在每一方领土内的应用进行充分和公开的信息交流。

Article 18.03: Obligations

第18.03条：义务

In order to further the objectives, the Parties' mutual obligations are set out in the Agreement on Labour Cooperation between Canada and the Republic of Panama ("Agreement on Labour Cooperation") addressing, among other things:

- *general obligations concerning internationally recognized labour principles and rights that are to be embodied in each Party's domestic labour law;*
- *a commitment not to derogate from domestic labour law in order to encourage trade or investment;*
- *effective enforcement of labour laws through appropriate government action, private rights of action, procedural guarantees, public information and awareness;*
- *institutional mechanisms to oversee the implementation of the Agreement on Labour Cooperation, such as a Ministerial Council, national advisory committees and national offices to receive and review public communications on specified labour law matters and to enable cooperative activities to further the objectives of the Agreement on Labour Cooperation;*
- *general and ministerial consultations regarding the implementation of the Agreement on Labour Cooperation and its obligations; and*

为促进目标，劳动合作协定（加拿大与巴拿马共和国之间的“劳动合作协定”）中规定了缔约方的相互义务，该协定处理了其他事项：

- 有关国际公认劳工原则和权利的一般义务，这些原则和权利应体现在每一方的国内劳动法中；
- 不损害国内劳动法的承诺，以鼓励贸易或投资；
- 通过适当的政府行动、私人诉讼权、程序保障、公共信息和意识来有效执行劳动法；
- 监督《劳动合作协定》实施的制度机制，例如部长理事会、国家咨询委员会和国家办公室，以接收和审查特定劳动法事项的公众沟通，并促进合作活动以实现《劳动合作协定》的目标；
- 关于劳动合作协定及其义务的实施的一般和部长磋商；和

- independent review panels to hold hearings and make determinations regarding alleged non-compliance with the terms of the Agreement on Labour Cooperation and, if requested, monetary assessments.

- 独立审查小组举行听证会并就违反劳动合作协定条款的指控作出决定，如被要求，进行货币评估。

Article 18.04: Cooperative Activities

The Parties recognize that labour cooperation plays an important role in advancing the level of compliance with labour principles and rights and as such the Agreement on Labour Cooperation provides for the development of a plan of action for cooperative labour activities to promote the objectives of the Agreement on Labour Cooperation. An indicative list of areas of possible cooperation between the Parties is set out in the Agreement on Labour Cooperation.

第18.04条：合作活动

缔约方承认劳动合作在提升对劳动原则和权利的合规水平方面发挥着重要作用，因此《劳动合作协定》为促进《劳动合作协定》的目标提供了合作劳动活动的行动计划。缔约方之间可能合作的领域清单载于《劳动合作协定》。

Text of the Canada–Panama Free trade agreement – Chapter nineteen: Trade-related cooperation

加拿大-巴拿马自由贸易协定文本 – 第十九章：与贸易相关的合作

Article 19.01: Objectives

Recognizing that trade-related cooperation is a catalyst for the reforms and investments necessary to foster trade-driven economic growth and adjustment to liberalized trade, the Parties agree to promote trade-related cooperation, with the following objectives:

- strengthening the capacities of the Parties to maximize the opportunities and benefits deriving from this Agreement;
- strengthening and developing cooperation at a bilateral, regional or multilateral level;

第19.01条：目标

认识到与贸易相关的合作是进行必要的改革和投资以促进贸易驱动型经济增长和对自由化贸易的调整的催化剂，缔约方同意促进与贸易相关的合作，其目标如下：

- 加强缔约方的能力，以最大化本协议带来的机会和利益；加强和发展双边、区域或多边层面的合作；
-

- fostering, in areas of mutual interest relating to science and technology and innovation, new trade and investment opportunities, thereby stimulating competitiveness and encouraging innovation, including dialogue and cooperation among their respective: academies of science; governmental organizations; non-governmental organizations; universities; colleges; centers and institutes for science, research and technology; and private sector enterprises or firms; and
- promoting sustainable economic development, with an emphasis on small and medium-sized enterprises.

Article 19.02: Contact Points

1. The Parties hereby establish Contact Points to facilitate communication concerning the interpretation and implementation of this Chapter.
2. Each Contact Point may share with the other an action plan outlining possible areas of trade-related cooperation to maximize the opportunities and benefits deriving from this Agreement.
3. The Contact Points shall work jointly to establish guidelines for conducting their work and coordinate with other contact points and committees established under this Agreement, as required, on trade-related cooperation pursuant to the objectives of this Chapter.
4. The Contact Points shall be responsible for ensuring communication with the relevant national institutions, as necessary, to carry out the objectives under this Chapter.
5. The Contact Points may communicate by electronic mail, video-conferencing or any other means decided on by the Parties.
6. The Contact Points are as follows:
    - For Panama:
        - Ministry of Trade and Industry
          National Directorate for the Administration of International Trade Treaties and Trade Defence
        - or its successor;
    - For Canada:
        - Department of Foreign Affairs and International Trade
          Regional Trade Policy – Americas
        - or its successor.

- 促进在科学、技术和创新方面具有共同利益的领域，开拓新的贸易和投资机会，从而刺激竞争力并鼓励创新，包括在各自的科学学院；政府机构；非政府组织；大学；学院；科学、研究和技术创新中心及研究所；以及私营企业之间的对话与合作；并促进可持续发展，重点支持中小型企业。
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文章19.02：联系点

缔约方特此建立联系点，以促进有关方面的沟通。

本章的解释和实施

2. 每个联系点可以与其他方分享一份行动计划，概述与贸易相关的合作可能领域，以最大化本协议产生的机会和利益。3. 联系点应联合工作，建立开展其工作的指南，并根据本章节的目标，就与贸易相关的合作与其他根据本协议设立的联系点和委员会进行协调，如所需要。4. 联系点应负责确保与相关国家机构进行沟通，如所需要，以实施本章节的目标。5. 联系点可以通过电子邮件、视频会议或缔约方决定的任何其他方式进行沟通。6. 联系点如下：对于巴拿马：

-
    - 贸易和工业部 国际贸易条约和贸易防御管理局或其继承者；
    -
- 对于加拿大：外交与国际贸易部美洲区域贸易政策或其继任者。
    -
    -

Text of the Canada–Panama Free trade agreement – Chapter twenty: Transparency

Section A – Publication, Notification and Administration of Laws

Article 20.01: Definitions

For purposes of this Section:

administrative ruling of general application means an administrative ruling or interpretation applying to persons and situations of fact falling within the general scope of that ruling or interpretation and establishing a norm of conduct, but does not include:

1. a determination or ruling made in an administrative or quasi-judicial proceeding that applies to a particular person, good or service of the other Party in a specific case; or
2. a ruling that adjudicates with respect to a particular act or practice.

Article 20.02: Publication

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

Article 20.03: Notification and Provision of Information

1. To the maximum extent possible, a Party shall notify the other Party of an existing or proposed measure that the Party considers might materially affect the operation of this Agreement or substantially affect the other Party's interests under this Agreement.

加拿大-巴拿马自由贸易协定文本 – 第二十章：透明度

第A节 – 公布、通知和法律的管理

第20.01条：定义

就本节而言：

普遍适用的行政裁决 是指适用于属于该裁决或解释的一般范围内的事实情况的人和行为规范的行政裁决或解释，但不包括：

1. 1. 在行政或准司法程序中作出的、适用于特定个人、另一方的货物或服务的特定案件的裁决或决定；或 2. 对特定行为或做法作出裁决的裁决。

第20.02条：公布

1 . 每一方应确保其涉及本协议所涵盖事项的法律、法规、程序和一般适用行政裁决及时公布或以使利害关系人和另一方能够了解的方式提供。

2 . 在可能的情况下，每一方应：

- a. 公布其拟采取的任何此类措施；以及 b. 为利害关系人和另一方提供合理的机会对这些拟议措施提出意见。

第20.03条：通知和提供信息

1 . 在最大程度上，一方应通知另一方其认为可能实质性影响本协议或本协议下实质性影响另一方利益的现有或拟议的措施。

2. On request of the other Party, a Party shall promptly provide information and respond to questions pertaining to an existing or proposed measure, even if the Party was previously notified of that measure.

3. Any notification or information provided under this Article is without prejudice as to whether the measure is consistent with this Agreement.

Article 20.04: Administrative Proceedings

In order to ensure that measures of general application affecting matters covered by this Agreement are applied in a consistent, impartial and reasonable manner, a Party shall ensure that in administrative proceedings involving specific cases, where the measures referred to in Article 20.02 are applied to particular persons, goods or services of the other Party:

1. whenever possible, a person of the other Party who is directly affected by a proceeding is given reasonable notice, in accordance with domestic procedures, when it 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 the issues;

2. a person referred to in subparagraph (a) is afforded a reasonable opportunity to present facts and arguments in support of their position prior to a final administrative action, when permitted by time, the nature of the proceeding, and the public interest; and

3. the administrative procedures are in accordance with domestic law.

Article 20.05: Review and Appeal

1. Each Party shall establish or maintain judicial, quasi-judicial or administrative tribunals or procedures for the prompt review and, where warranted, correction of final administrative actions in matters covered by this Agreement. Each Party shall ensure that its respective tribunals are impartial and independent of the office or authority entrusted with administrative enforcement and do not have a substantial interest in the outcome of the matter.

2. Each Party shall ensure that the parties to the proceeding are given the following rights in regard to the tribunals or procedures referred to in paragraph 1:

   - a reasonable opportunity to support or defend their respective positions; and
   - a decision based on the evidence and submissions of record or the record compiled by the administrative authority where this is required by domestic law.

3. Each Party shall ensure, subject to appeal or review as provided in its domestic law, that such decisions are implemented by, and govern the practice of, the offices or authorities with respect to the administrative action at issue.

2. 应另一方的请求，一方应及时提供有关现有或拟议措施的信息并答复有关该措施的问题，即使该方以前已收到有关该措施的通知。

3. 根据本条提供的任何通知或信息均不损害该措施是否符合本协议。

第20.04条：行政程序

为确保普遍适用的措施在影响本协议所涵盖事项时得到一致、公正和合理地适用，一方应确保在涉及特定案件的行政程序中，当第20.02条所述的措施被应用于另一方的个人、货物或服务时：

1. 在可能的情况下，受程序直接影响的另一方个人在程序启动时，根据国内程序，被给予合理通知，包括程序的性质、启动程序的授权依据以及问题的总体描述；

2. 根据时间、程序的性质以及公共利益，在第20.02条所述的程序中，所指的个人在最终行政行为作出前有合理的机会陈述支持其立场的事实和辩论；和

3. 行政程序符合国内法。

第20.05条：审查和申诉

1. 每一方应建立或维持司法、准司法或行政法庭或程序，以便及时审查并，如有必要，纠正本协议涵盖事项的最终行政行为。每一方应确保其各自法庭公正且独立于负责行政执行的机构或官员，并且不对该事项的结果具有重大利益。

2. 每一方应确保诉讼当事人就第1段所述法庭或程序享有以下权利：

   - a 合理的机会来支持或维护其各自立场；以及基于案卷材料或根据国内法要求由行政当局编制的记录作出的决定。
   -

3. 每一方应当确保，根据其国内法规定的上诉或审查程序，此类决定由相关机构或部门实施，并规范其关于相关行政行为的做法。

Article 20.06: Cooperation to Promote Increased Transparency

The Parties agree to cooperate in bilateral, regional and multilateral fora to promote transparency regarding international trade and investment.

Section B – Anti-Corruption

Article 20.07: Definitions

For purposes of this Section:

foreign public official means a natural person holding a legislative, executive, administrative, or judicial office of a foreign country, whether appointed or elected, and a natural person exercising a public function for a foreign country, including for a public agency or public enterprise;

official of a public international organization means an international civil servant or a natural person who is authorized by such an organization to act on behalf of that organization;

public function means a temporary or permanent, paid or honorary activity, performed by a natural person in the name of a Party or in the service of a Party or its institutions, at any level of its hierarchy; and

public official means a natural person holding a legislative, executive, administrative or judicial office of a Party, whether appointed or elected and whether permanent or temporary.

Article 20.08: Statement of Principles

The Parties affirm their resolve to prevent and combat bribery and corruption in international trade and investment.

Article 20.09: Anti-corruption Measures

1. Each Party shall adopt or maintain legislative or other measures establishing the following as criminal offences in matters of international trade or investment when committed intentionally:

    - a public official soliciting or accepting, directly or indirectly, undue advantage for the official or another person, in order that the official act or refrain from acting in the exercise of their official duties;

第20.06条：促进提高透明度的合作

缔约方同意在双边、区域和多边场合合作，以促进国际贸易和投资的透明度。

B部分 – 反腐败

第20.07条：定义

就本节而言：

外国公职人员 是指担任外国立法、行政、管理或司法职务的自然人，无论是否经任命或选举，以及为外国行使公共职能的自然人，包括为公共机构或国有企业行使职能；

国际公共组织官员 是指国际公务员或经该组织授权代表该组织行事的自然人；

公共职能是指自然人代表一方或为一方及其机构服务，在任何层级上进行的临时或永久、有偿或无偿的活动；以及

公职人员是指担任一方立法、行政、行政或司法职务的自然人，无论是否被任命或当选，也无论是否为永久或临时职务。

第20.08条：原则声明

缔约方重申其预防和打击国际贸易和投资中贿赂和腐败的决心。

第20.09条：反腐败措施

1. 每一方应当制定或维持立法或其他措施，将以下事项作为故意违反国际贸易或投资时的犯罪行为：

    - 公职人员为本人或他人直接或间接索取或收受不正当利益，以使其在履行官方职责时实施官方行为或不予实施官方行为；

- promising, offering or giving, to a public official, directly or indirectly, undue advantage for the official or another person, in order that the official act or refrain from acting in the exercise of their official duties;
- promising, offering or giving to a foreign public official or an official of a public international organization, directly or indirectly, an undue advantage for the official or another person, in order that the official act or refrain from acting in the performance of official duties, in order to obtain or retain business or other undue advantage in relation to the conduct of international business; and
- aiding, abetting or conspiring to commit an offence described in subparagraphs (a) through (c).

2. Each Party shall adopt such measures as may be necessary to establish its jurisdiction over criminal offences referred to in paragraph 1 that are committed in its territory.

3. The Parties shall ensure that their respective sanctions for offences covered by this Section take into account the gravity of the offence.

4. Each Party shall adopt such measures, as may be necessary, consistent with its legal principles, to establish the liability of enterprises for offences covered by this Section. In particular, each Party shall ensure that enterprises held liable under this Section are subject to effective, proportionate and dissuasive criminal or non-criminal sanctions, including monetary sanctions.

5. Each Party shall consider incorporating in its domestic legal system at the national level appropriate measures to provide protection against unjustified treatment for a person who reports in good faith and on reasonable grounds to the competent authorities facts concerning an offence established in accordance with this Section.

- 向公职人员直接或间接承诺、提供或给予本人或他人不正当利益，以使其在履行官方职责时实施官方行为或不予实施官方行为；向外国公职人员或国际公共组织官员直接或间接提供本人或他人不正当利益，以使其在履行官方职责时实施官方行为或不予实施官方行为，以获取或保留与国际商业活动相关的业务或其他不正当利益；以及帮助、教唆或共谋实施子项条款（a）至（c）中描述的罪行。
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2 . 每一方应当采取必要措施，以建立其对其领土内所犯第1段所述犯罪行为的管辖权。

3. 缔约方应当确保其各自针对本节所涵盖犯罪行为的制裁措施，考虑到犯罪的严重性。

4. 每一方应当采取必要措施，与其法律原则一致，以建立企业对本节所涵盖犯罪行为的责任。特别是，每一方应当确保根据本节被认定有责任的企业受到有效、相称和威慑性的刑事或非刑事制裁，包括经济制裁。

5. 每一方应当考虑在其国内法律体系中，在国家层面纳入适当措施，以保护善意且基于合理理由向主管当局报告根据本节确立的犯罪行为事实的个人免受不公正待遇。

Article 20.10: Cooperation in International Fora

The Parties recognize the importance of regional and multilateral initiatives to prevent and combat bribery and corruption in international trade and investment. The Parties agree to work together to advance efforts in regional and multilateral fora to prevent and combat bribery and corruption in international trade and investment, and to encourage and support appropriate initiatives.

第20条。10：国际论坛中的合作

缔约方承认区域和多边倡议在预防和打击国际贸易和投资中的贿赂和腐败的重要性。缔约方同意共同努力，在区域和多边论坛上推进预防和打击国际贸易和投资中贿赂和腐败的工作，并鼓励和支持适当的倡议。

Text of the Canada–Panama Free trade agreement – Chapter twenty-one: Administration of the agreement

加拿大—巴拿马自由贸易协定文本

协议 – 第二十一章：协定管理

Article 21.01: The Joint Commission

第21.01条：联合委员会

1. The Parties hereby establish the Joint Commission, comprising representatives of the Parties at the Ministerial level, or their designees.

2. The Commission shall:

- supervise the implementation of this Agreement;
- review the general functioning of this Agreement;
- oversee the further elaboration of this Agreement;
- supervise the work of all bodies established under this Agreement referred to in Annex 21.01; and
- consider any other matter that may affect the operation of this Agreement.

3. The Commission may:

- adopt interpretive decisions concerning this Agreement binding on panels established under Article 22.07 (Dispute Settlement – Establishment of a Panel) and Tribunals established under Section C of Chapter Nine (Investment – Settlement of Disputes between an Investor and the Host Party);
- seek the advice of non-governmental persons or groups;
- take any other action in the exercise of its functions as the Parties may decide;
- further the implementation of the objectives of this Agreement by approving any revisions of:
  - a Party's Schedule to Annex 2.04 (National Treatment and Market Access for Goods – Tariff Elimination), with the purpose of adding one or more goods excluded in the Tariff Elimination Schedule,
  - the phase-out periods established in Annex 2.04 (National Treatment and Market Access for Goods – Tariff Elimination), with the purpose of accelerating the tariff reduction,
  - the specific rules of origin established in Annex 3.02 (Rules of Origin – Specific Rules of Origin),
  - the Uniform Regulations on Customs Procedures, and
  - the procuring entities listed in Annexes 1 and 2 of Canada and Panama's schedules to Chapter 16 (Government Procurement);
- consider any amendments or modifications to the rights and obligations under this Agreement; and
- establish the amount of remuneration and expenses to be paid to panelists.

4. At the request of the Committee on the Environment established under the *Agreement on the Environment between Canada and the Republic of Panama*, the Commission may revise Annex 1.06 (Initial Provisions and General Definitions – Multilateral Environmental

1. 缔约方兹建立联合委员会， 由缔约方部长级代表或其指定代表组成。

2. 委员会应当：

- 监督本协议的实施；审查本协议的一般运作；监督本协议的进一步制定；
- 监督附件21.01中提到的根据本协议设立的机构的运作；并考虑任何可能影响本协议运作的其他事项。

3. 委员会可以：

- 通过具有约束力的解释性决定，对根据第22.07条（争端解决——设立专家组）设立的专业组和根据第九章C节（投资——投资者与东道方之间的争端解决）设立的仲裁庭有关本协议的事项作出决定；寻求非政府人士或团体的建议；在行使作为缔约方的职能时采取任何其他行动；通过批准对本协议目标的实施作出修订，进一步推进本协议目标的实施：
  - 附件2.04中某缔约方的议程（货物国民待遇和市场准入——关税消除），目的是增加关税消除时间表中排除的一种或多种货物；附件2.04（货物国民待遇和市场准入——关税消除）中规定的逐步取消期，目的是加速关税减让；附件3.02（原产地——原产地具体规则）中规定的原产地具体规则；海关程序统一规则；以及加拿大和巴拿马议程的附件1和2中列出的采购实体，第16章（政府采购）；考虑对以下权利和义务的任何修正或修改
- 本协议；并建立向专家组成员支付的报酬和费用的金额。

4. 应环境委员会（根据加拿大与巴拿马共和国之间的环境协定设立）的请求，委员会可以修订附件1.06（初始条款和一般定义——多边环境协定

Agreements) to include other Multilateral Environmental Agreements (MEAs), or to include amendments to an MEA or remove an MEA listed in that Annex.

5. The revisions referred to in subparagraph 3(d) and paragraph 4 shall be subject to the completion of any necessary domestic legal procedures of either Party.

6. The Commission may establish and delegate responsibilities tocommittees, subcommitteesor working groups. Except where otherwise specifically provided for in this Agreement, the committees, subcommittees and working groups shall work under a mandate recommended by the Agreement Coordinators referred to in Article 21.02 and approved by the Commission.

7. The Commission shall establish its rules and procedures. All decisions of the Commission shall be taken by mutual consent.

8. The Commission shall normally convene once a year, or upon the request in writing of either Party. Unless otherwise decided by the Parties, sessions of the Commission shall be held alternately in the territory of each Party, or by any technological means available.

Article 21.02: Agreement Coordinators

1. Each Party shall appoint an Agreement Coordinator and notify the other Partywithin 60 days following the entry into force of this Agreement.

2. The Agreement Coordinators shall jointly:

- monitor the work of all bodies established under this Agreement, referred to in Annex 21.01, including communications relating to successors to those bodies;
- recommend to the Commission the establishment of bodies that they consider necessary to assist the Commission;
- coordinate preparations for Commission meetings;
- follow up on any decisions taken by the Commission, as appropriate;
- receive all notifications and information provided pursuant to this Agreement and, as necessary, facilitate communications between the Parties on any matter covered by this Agreement; and
- consider any other matter that may affect the operation of this Agreement as mandated by the Commission.

3. The Coordinators shall meet as often as required.

4. Each Party may request in writing at any time that a special meeting of the Coordinators be held. Such a meeting shall take place within 30 days of receipt of the request.

）以包括其他多边环境协定（MEAs），或包括对该附件中列出的某项多边环境协定的修正，或移除该附件中列出的某项多边环境协定。

5. 第3分项条款(d)和第4段所指的修订应取决于任何一方必要的国内法律程序的完成。

委员会可以建立和委派职责

向委员会、分委员会或工作组。除本协议另有具体规定外，委员会、分委员会和工作组应根据第21.02条中提到的协定协调员建议的授权，并经委员会批准开展工作。

7. 委员会应建立其规则和程序。委员会的所有决定

应经相互同意作出。

8. 委员会通常每年召开一次会议，或在任何一方书面请求时召开。

任何一方。除非缔约方另有决定，委员会的会议应轮流在每一方的领土举行，或通过任何可用的技术手段举行。

第21.02条：协定协调员

1. 每一方应任命一名协定协调员，并在本协议生效后60天内通知另一方。

2. 协定协调员应联合执行以下职责：

- 监督根据附件21.01设立的根据本协定设立的机构的全部工作，包括与这些机构的继任者相关的通讯；向委员会建议其认为必要的机构以协助委员会；协调委员会会议的准备；跟进委员会作出的任何决定，如适当；接收根据本协议提供的所有通知和信息，并在必要时促进缔约方之间就本协议涵盖的任何事项的通讯；并考虑委员会授权的任何可能影响本协议运作的其他事项。
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3. 协调员应根据需要开会。

4. 每一方可以随时书面形式请求召开协调员的特别会议。此类会议应在收到请求之日起30天内举行。

Annex 21.01: Committees and Subcommittees, Country Coordinators and Contact Points

1. Committees and Subcommittees:

- Committee on Trade in Goods and Rules of Origin (Article 2.19);
  - Subcommittee on Agriculture (Article 2.19(4)),
  - The Customs Procedures Subcommittee (Article 4.14);
- Committee on Financial Services (Article 12.15); and
- Committee on Procurement (Article 16.15).

2. Country Coordinators:

- SPS Coordinators (Article 6.03).

3. Contact Points:

- Contact points for temporary entry for business persons (Article 13.06); and
- Contact points for trade-related cooperation (Article 19.02).

附件21.01：委员会和分委员会、国家协调员和联系点

1. 委员会和分委员会：

- 货物贸易和原产地规则委员会（文章2.19）；
  - 农业分委员会（文章2.19(4)），海关程序分委员会
  - （文章4.14）；
- 金融服务委员会（文章12.15）；以及采购委员会
- （文章16.15）。

2. 国家协调员：SPS协调员（文章6.03）。

3. 联系点：

- 商业人士临时入境联系点（第13.06条）；以及贸易相关合作联系点（第
- 19.02条）。

Text of the Canada–Panama Free trade agreement – Chapter twenty-two: Dispute settlement

Article 22.01: Definitions

For purposes of this Chapter:

complaining Party means a Party that requests the establishment of a panel under Article 22.07;

panel means a panel established under Article 22.07; and

加拿大-巴拿马自由贸易协定文本 – 第二十二章：争议解决

第22.01条：定义

本章规定：

申诉方是指请求建立

第22.07条下的专家组；

专家组 是指根据第22.07条设立的专家组；并且

Party complained against means the Party that receives the request for the establishment of a panel under Article 22.07.

被投诉方 是指根据第22.07条收到设立专家组请求的一方。

Article 22.02: Cooperation

The Parties shall endeavour to agree on the interpretation and application of this Agreement, and shall attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of a matter that might affect its operation.

第22.02条：合作

缔约方应努力就本协议的解释和应用达成一致，并应通过合作和磋商尝试就可能影响其运作的事项达成双方满意的解决方案。

Article 22.03: Scope and Coverage

Except for matters arising under Chapters 17 (Environment) and 18 (Labour) and as otherwise provided in this Agreement, the dispute settlement provisions of this Chapter apply with respect to the settlement of disputes between the Parties regarding the interpretation or application of this Agreement or wherever a Party considers that:

- an actual or proposed measure of the other Party is or would be inconsistent with one of its obligations under this Agreement;
- the other Party has otherwise failed to carry out one of its obligations under this Agreement; or

第22.03条：范围和覆盖范围

除第17章（环境）和第18章（劳工）项下的事项以及本协议其他规定外，本章的争议解决条款适用于解决缔约方之间关于本协议解释或应用的争端，或任何一方认为存在的情况：

- 另一方的一项实际或拟议的措施与其在本协议项下的义务之一不一致；另一方未能履行其在本协议项下的义务之一；或
-

- there is nullification or impairment in the sense of Annex 22.03.

- 存在附件22.03意义上的取消或损害。

Article 22.04: Choice of Forum

1. Subject to paragraph 2, a dispute regarding a matter arising under both this Agreement and the WTO Agreement or any other free trade agreement to which both Parties are party may be settled in a forum designated under the terms of one of these agreements at the discretion of the complaining Party.

第22.04条：选择争端解决机构

1.在不违反第2段规定的情况下，涉及本协议和世界贸易组织协定或缔约双方均为成员的任何其他自由贸易协定项下事项的争端，可由申诉方根据其中一项协定的规定，在申诉方自行选择的有权管辖的机构中解决。

2. Notwithstanding paragraph 1, if a Party complained against claims that a measure is subject to Article 1.06 (Initial Provisions and General Definitions – Relation to Environmental and Conservation Agreements) and requests in writing that the matter be considered under this Agreement, the complaining Party may resort only to the dispute settlement procedures in this Agreement.

2.尽管有第1段的规定，但如果被投诉方提出某项措施属于第1.06条（初始条款和一般定义——与环境和保护协定关系）项下的投诉，并且以书面形式请求根据本协议处理该事项，则申诉方只能援引本协议的争端解决程序。

3. If the complaining Party requests the establishment of a dispute settlement panel under an agreement referred to in paragraph 1, the forum selected shall be used to the exclusion of the other, unless the Party complained against makes a request pursuant to paragraph 2.

3. 如果申诉方根据第1段的规定请求设立争端解决小组，则所选论坛应予使用，除非被投诉方根据第2段提出请求。

Article 22.05: Consultation

1. A Party may request in writing a consultation with the other Party regarding a matter referred to in Article 22.03.

2. The Party requesting the consultation shall deliver the request to the other Party, setting out the reasons for the request, identifying the measure or matter at issue under Article 22.03 and indicating the legal basis for the complaint.

3. Subject to paragraph 4, the Parties, unless they otherwise decide, shall enter into a consultation within 30 days of the date of receipt of the request by the other Party.

4. In cases of urgency, including those involving a good or service that rapidly loses its trade value, such as a perishable good, consultation shall commence within 15 days of the date of receipt of the request by the other Party.

5. The requesting Party may ask that the other Party make available personnel of its governmental agencies or other regulatory bodies with expertise in the subject matter of the consultation.

6. The Parties shall attempt to arrive at a mutually satisfactory resolution of a matter through consultation under this Article. To this end, each Party shall:

第22.05条：磋商

1. 一方可以就第22.03条所述事项以书面形式请求与另一方磋商。

2. 提出磋商请求的一方应向另一方提交请求，说明请求的理由，确定第22.03条下相关的措施或事项，并表明投诉的法律依据。

3. 除非另有决定，根据第4段，缔约方应在收到另一方请求之日起30天内进行磋商。

4. 在紧急情况下，包括涉及迅速失去贸易价值的货物或服务的情况，例如易腐货物，磋商应在收到另一方请求之日起15天内开始。

5. 请求方可以要求另一方提供其政府机构或其他监管机构中具有磋商事项专业知识的个人。

6. 缔约方应通过本条下的磋商，努力就相关措施或事项达成双方满意的解决方案。为此，每一方应：

a. provide sufficient information for a full examination of the measure or matter at issue; and

b. treat confidential or proprietary information received in the course of consultation on the same basis as the Party providing the information.

a. 提供足够的信息以便对相关措施或事项进行全面审查；以及b. 对在磋商过程中收到的机密或专有信息，应与提供信息的方相同地对待。

7. Consultation is confidential and without prejudice to the rights of the Parties in proceedings under this Chapter.

7. 磋商是机密的，且不妨害缔约方在本章规定的程序中的权利。

8. Consultation may be held in person or by another means that the Parties decide.

8. 磋商可以当面进行或通过缔约方决定的其他方式举行。

Article 22.06: Good Offices, Conciliation and Mediation

Article 22.06: 斡旋、调解和调解

1. The Parties at any timemay decide to undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation.

1. 缔约方随时可以决定采取替代的争端解决方式，例如斡旋、调解或调解。

2. The Parties shall conduct alternative methods of dispute resolution according to procedures on which they decide.

2. 缔约方应根据其决定的程序开展替代的争端解决方式。

3. Either Party at any time may begin, suspend or terminate proceedings established under this Article.

3. 任何一方均可随时开始、暂停或终止根据本条建立的程序。

4. Proceedings involving good offices, conciliation or mediation are confidential and without prejudice to the rights of the Parties in other proceedings.

4. 涉及翰旋、调解或调解的程序是机密的，且不影响缔约方在其他程序中的权利。

Article 22.07: Establishment of a Panel

第22.07条：设立专家组

1. Unless the Parties decide otherwise, and subject to paragraph 3, the complaining Party may refer the matter to a dispute settlement panel if a matter referred to in Article 22.05 has not been resolved:

1. 除非缔约方决定 otherwise，并 subject to 第3段，申诉方 may refer the matter to a dispute settlement panel if a matter referred to in Article 22 . 0 5 has not been resolved:

   a. within 45 days of the date of receipt of the request for consultations; or

   b. within 25 days of the date of receipt of the request for consultation for matters referred to in Article 22.05(4).

a. 在收到磋商请求之日起45日内；或b. 在收到第22.05(4)条所述事项的磋商请求之日起25日内。

2. The complaining Party shall deliver the written request for panel establishment to the other Party, indicating the reason for the request, identifying the specific measure or other matter at issue and providing a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

2。申诉方应向另一方提交书面请求，说明请求的原因，确定具体措施或其他争议事项，并提供关于投诉法律依据的简要总结，足以清楚说明问题。

3. A dispute settlement panel may not be established to review a proposed measure.

3. 争端解决小组不得建立以审查一项拟议的措施。

Article 22.08: Panel Selection

1. The panel shall consist of three panellists.

2. Within 30 days of receiving the request to establish a panel, a Party shall notify the other Party of its appointment of a panellist, and propose up to four candidates to serve as the chair of the panel. If a Party fails to appoint a panellist within this time, the panellist shall be selected by the other Party from the candidates proposed for the chair.

3. The Parties, within 45 days of the date of receipt of the request for panel establishment, shall endeavour to select a panellist who will serve as chair from among the candidates proposed. If the Parties fail to select a chair within this time period, within a further 7 days the chair shall be selected randomly from the candidates proposed.

4. If a panellist appointed by a Party withdraws, is removed or becomes unable to serve, a replacement shall be appointed by that Party within 30 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 2.

5. If the chair of the panel withdraws, is removed or becomes unable to serve, the Parties shall endeavour to decide on the

第22.08条：专家组选定

1. 小组应由三名专家组成。

2. 在收到设立专家组的请求之日起30天内，一方应通知另一方其任命的专家，并提出最多四名候选人担任专家组主席。若一方在此期限内未能任命专家，则另一方应从为担任主席而提出的候选人中选定专家。

3. 缔约方应在收到设立专家组的请求之日起45天内，努力从提出的候选人中选定一位担任主席的专家。若缔约方在此期限内未能选定主席，则应在进一步7天内从提出的候选人中随机选定主席。

4. 若一方任命的专家撤回、被移除或无法履职，该方应在30天内任命替代人，否则替代人应依照第2段第2句的规定任命。

5. 如果小组主席撤回、被移除或无法履职，缔约方应努力在30天内任命一名替代人，否则替代人应根据第3段第2句的规定任命。

appointment of a replacement within 30 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 3.

在30天内任命一名替代人，否则替代人应根据第3段第2句的规定任命。

6. If an appointment in paragraph 4 or 5 would require selecting from the list of candidates proposed for chair and there are no remaining candidates, each Party shall propose up to 3 additional candidates within 30 days and, within 7 days of that deadline, the panellist shall be selected randomly from the candidates proposed.

6. 如果第4段或第5段的任命需要从为主席提出的候选人名单中选出，而没有任何剩余候选人，每一方应在30天内提出最多3名额外候选人，并在该截止日期后的7天内，从提出的候选人中随机选出专家。

7. A time limit applicable to the proceeding is suspended as of the date the panellist withdraws, is removed or becomes unable to serve, and resumes on the date the replacement is selected.

7. 适用于程序的期限自专家撤回、被移除或无法履职之日起暂停，并在选出替代人后恢复。

Article 22.09: Qualifications of Panellists

Article 22 .0 9 : 专家组成员资格

Each panellist shall:

每一专家组成员应：

- have expertise or experience in law, international trade or other matters covered by this Agreement, or in the settlement of disputes arising under international trade agreements;

- 在法律、国际贸易或本协议涵盖的其他事项方面具有专业知识或经验，或在国际贸易协定项下争议的解决方面具有经验；严格基于客观性、可靠性和良好判断进行选择；

- be chosen strictly on the basis of objectivity, reliability and sound judgment;

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- be independent of and not be affiliated with or take instructions from a Party;
- not be a national of a Party, nor have their usual place of residence in the territory of a Party, nor be employed by either of them;
- comply with a Code of Conduct that the Commission shall approve at its first session following the entry into force of this Agreement; and
- not have been involved in an alternative dispute settlement proceeding referred to in Article 22.06 regarding the same dispute.

Article 22.10: Rules of Procedure

1. A panel shall follow the provisions of this Chapter, including Annex 22.10 (Rules of Procedure). A panel, in consultation with the Parties, may establish supplementary rules of procedure that do not conflict with the provisions of this Chapter.

2. Unless the Parties decide otherwise, the rules of procedure shall ensure that:

   a. each Party has the opportunity to provide initial and rebuttal written submissions;

- 独立于一方，且不与一方有关联或接受其指示；不是一方的国民，其通常居住地不在一方领土内，也不受雇于任何一方；遵守委员会在本协议生效后在其第一次会议上一经批准的行为准则；并且未参与关于同一争议的第22.06条中提到的替代性争端解决程序。
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第22.10条：程序规则

1. 专家组应遵循本章规定，包括附件22.10（程序规则）。专家组在与缔约方磋商时，可建立不与本章节规定相冲突的补充程序规则。

2. 除非缔约方决定否则，程序规则应确保：

   a. 每一方都有机会提供初步和反驳书面提交；

b. *the Parties have the right to at least 1 hearing before the panel; subject to subparagraph (g) these hearings shall be open to the public;*

b. 缔约方有权在专家组面前至少举行1次听证会；根据分项条款（g），这些听证会应向公众开放；

c. *the Parties have the right to present and receive written submissions and oral arguments in any of the Parties' official languages;*

c. 缔约方有权以任何一方官方语言提交和接收书面提交和口头辩论；

d. *all submissions and comments made to the panel are available to the other Party;*

d. 提交给专家组的所有提交和意见均对另一方可用；

e. *a Party may make available to the public either Party's written submissions, transcripts of oral statements and written responses to requests or questions from the panel, subject to subparagraph (g);*

e. 一方可以公开另一方书面提交、口头陈述记录以及专家组提出的请求或问题的书面回复，但需遵守第（g）项分项条款；

f. *the panel allows a non-governmental personof a Party to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties; and*

f. 专家组允许一方非政府人士提供有关争端的书面意见，以协助专家组评估缔约方的提交和辩论；以及

g. *information designated by either Party for confidential treatment is protected.*

g. 缔约方指定的机密信息受保护。

Unless the Parties decide otherwise within 15 days of the date of the establishment of the panel, the terms of reference of the panel shall be:

除非缔约方在专家组设立之日起15天内另有决定，则专家组的参考条款应为：

4.

4.

"To examine, in the light of the relevant provisions of the Agreement, the matter referred to in the request for the establishment of the panel and to make findings, determinations and recommendations as provided in Article 22.11."

"根据协议的相关条款，审查设立专家组的请求中所述事项，并按照第22.11条的规定作出认定、决定和建议。"

5.

5.

6. If the complaining Party claims that a benefit has been nullified or impaired within the meaning of Annex 22.03, the terms of reference shall so indicate.

6. 如果申诉方根据附件22.03的规定声称一项利益已被取消或损害，参考条款应予以注明。

7. If a Party wishes the panel to make findings as to the degree of adverse trade effects on a Party of a measure determined:

7. 如果一方希望专家组就一项被确定为：

a. to be inconsistent with an obligation in the Agreement, or

b. to have caused nullification or impairment in the sense of Annex 22.03, the terms of reference shall so indicate.

a. 与协议中的义务不一致，或b. 在附件22.03规定的意义上造成取消或损害，参考条款应予以注明。

8. At the request of a Party, or on its own initiative, the panel may seek information and technical advice from a person or body it

8. 应一方请求或主动，专家组可向其认为合适的一方或机构寻求信息和技术建议

deems appropriate, subject to such terms and conditions that the Parties may decide.

，但须遵守缔约方可能决定的条款和条件。

9. The panel may rule on its own jurisdiction.

9. 专家组可以对其自身管辖权作出裁决。

10. The panel may delegate to the chair authority to make administrative and procedural decisions.

10.专家组可以授权主席作出行政和程序性决定。

11. The panel, in consultation with the Parties, may modify a time period applicable in the panel proceedings and make other procedural or administrative adjustments required for the fairness or efficiency of the proceeding.

11.专家组在与缔约方磋商的情况下，可以修改专家组程序中适用的期限，并作出其他为程序公平或效率所需的程序或行政调整。

12. Findings, determinations and recommendations of the panel under Article 22.11 shall be made by a majority of its members.

12 . 第22.11条下专家组的调查结果、决定和建议应由其成员的多数作出。

13. Panellists may furnish separate opinions on matters not unanimously agreed. A panel may not disclose which panellists are associated with majority or minority opinions.

13. 专家组成员可以对未达成一致的事项提供单独意见。专家组不得披露与多数或少数意见相关的专家组成员。

14. Unless the Parties decide otherwise, the expenses of the panel, including the remuneration of the panellists, shall be borne in equal shares by the Parties.

14. 除非缔约方决定 otherwise，专家组的费用，包括专家的报酬，应由缔约方平均分担。

Article 22.11: Panel Reports

第22.11条：专家组报告

1. Unless the Parties decide otherwise, the panel shall issue reports in accordance with the provisions of this Chapter.

1. 除非缔约方决定否则，专家组应根据本章规定发布报告。

2. The panel shall base its reports on the provisions of this Agreement applied and interpreted in accordance with the rules of interpretation of public international law, the submissions and arguments of the Parties and information and technical advice before it under the provisions of this Chapter.

2. 专家组的报告应基于本协定条款，并按照国际公法解释规则、缔约方的提交和辩论以及根据本章规定提交给专家组的信息和技术建议进行应用和解释。

3. The panel shall issue an initial report to the Parties within 120 days of the selection of the last panellist. This report shall contain:

3. 专家组应在前最后一名专家选出之日起20日内向缔约方提交初步报告。该报告应包括：

a. findings of fact;

b. a determination as to whether the Party complained against has conformed with its obligations under this Agreement and any other finding or determination requested in the terms of reference; and

c. a recommendation for resolution of the dispute, if requested by a Party.

a. 事实认定；b. 关于被投诉方是否已遵守本协议项下义务及参考条款中要求的其他认定或决定的确定；和c. 如一方提出请求，则关于争议解决的建议。

4. Notwithstanding Article 22.10, the initial report of the panel shall be confidential.

4. 尽管有第22.10条的规定，专家组的初步报告应保密。

5. A Party may submit written comments to the panel on its initial report, subject to time limits that may be set by the panel.

5. 一方可以按照专家组可能设定的时间限制，就其初步报告向专家组提交书面意见。

After considering those comments, the panel, on its own initiative or on the request of a Party, may:

a. request the views of a Party;

b. reconsider its report; or

c. carry out a further examination that it considers appropriate.

在考虑了这些意见后，专家组可以应一方的请求或自行决定：

a. 请求一方提出意见；b. 重新审查其报告；或c. 进行其认为适当的进一步审查。

6. The panel shall present to the Parties a final report within 30 days of presentation of the initial report.

6. 专家组应在初步报告提交之日起30天内向缔约方提交最终报告。

7. Unless the Parties decide otherwise, the final report of the panel may be published by either Party 15 days after it is presented to the Parties, subject to Article 22.10(2)(g).

7. 除非缔约方决定另有安排，否则专家组提交给缔约方的最终报告可由任何一方在提交给缔约方之日起15天后发布，但需遵守第22.10条(2)(g)款。

Article 22.12: Implementation of the Final Report

A第22.12条：最终报告的实施

1. On receipt of the final report of a panel, the Parties shall decide on the resolution of the dispute. Unless the Parties decide otherwise, the resolution shall conform with a determination or recommendation made by the panel.

1. 收到专家组最终报告后，缔约方应决定争端的解决。除非缔约方决定另有安排，否则解决应与专家组作出的决定或建议相符。

2. Wherever possible, the resolution shall be the removal of a measure not conforming to this Agreement or removal of the

2. 在可能的情况下，解决措施应为取消或删除不符合本协议的措施，或取消或删除附件22.03中定义的无效或损害。

nullification or impairment within the meaning of Annex 22.03.

3. If the Parties are unable to reach a resolution within 30 days of presentation of the final report, or such other period as the Parties may decide, the Party complained against, if so requested by the complaining Party, shall enter into negotiations with a view to determining compensation.

附件22.03中定义的无效或损害。

3. 如果缔约方在最终报告提交后的30天内或缔约方决定的任何其他期限内未能达成解决，被投诉方，如果申诉方提出要求，应当进行谈判，以确定补偿。

Article 22.13: Non-Implementation – Suspension of Benefits

文章22.13：未实施——福利暂停

1. The complaining Party, subject to paragraph 4 and following notice to the other Party, may suspend the application to the other Party of benefits of equivalent effect if:

1. 申诉方，除非另有决定，根据第4段，并通知另一方，如果：

a. in its final report a panel determines that a measure is inconsistent with the obligations of this Agreement or that there is nullification or impairment within the meaning of Annex 22.03;

a. 在其最终报告中，专家组认定一项措施与本协议的义务不一致，或存在附件22.03意义上的无效或损害；

b. the Parties have not been able to resolve the dispute to their mutual satisfaction within 30 days of receiving the final report; or

b. 缔约方在收到最终报告后的30天内未能就争端达成相互满意的结果；或

c. the Parties fail to decide on compensation within 30 days of the complaining Party's request, if such a request was made.

c. 如果申诉方提出了此类请求，缔约方在申诉方的请求后的30天内未能就补偿达成一致。

2. The notice referred to in paragraph 1 shall specify the level of benefits that the complaining Party proposes to suspend.

2. 第1段所述的通知应明确申诉方拟暂停的利益水平。

3. In considering which benefits to suspend under paragraph 1:

3. 在考虑根据第1段暂停哪些利益时：

a. the complaining Party should first seek to suspend benefits or other obligations in the same sector affected by the measure or other matter that the panel has found to be inconsistent with an obligation under this Agreement or to have caused nullification or impairment within the meaning of Annex 22.03; and

a. 申诉方应首先寻求暂停受专家组认定与本协议义务不一致的措施或其他事项影响的同一部门内的利益或义务；以及

b. a complaining Party that considers it is not practicable or effective to suspend benefits or other obligations in the same sector may suspend benefits in another sector.

b. 认为在同一部门暂停利益或义务不可行或无效的申诉方，可暂停另一部门内的利益。

4. A Party may only suspend benefits temporarily, and only until the other Party has brought the inconsistent measure or other matter into conformity with this Agreement, including as a result of the panel process described in Article 22.14, or until such time as the Parties arrive at a resolution of the dispute.

4. 一方只能暂时暂停利益，并且仅持续到另一方将不一致的措施或其他事项与本协议一致，包括根据第22.14条中描述的专家组程序的结果，或直到缔约方就争端达成解决方案为止。

5. For purposes of paragraph 4, "inconsistent measure or other matter" means a measure or other matter found by a panel to be inconsistent with the obligations of this Agreement or otherwise nullifying or impairing benefits within the meaning of Annex 22.03.

5.根据第4段的目的，“不一致的措施或其他事项”是指专家组认定与本协议的义务不一致的措施或其他事项，或根据附件22.03的规定，使利益无效或损害的措施或其他事项。

Article 22.14: Review of Compliance and Suspension of Benefits

第22.14条：合规审查和福利暂停

1. A Party, by written notice to the other Party, may request that a panel be reconvenedto make a determination regarding:

1. 一方，通过书面通知另一方，可以请求重新召集专家组，就以下事项作出决定：

   a. whether the level of benefits suspended by a Party under Article 22.13(1) is manifestly excessive; or

   a. 一方根据第22.13(1)条暂停的利益水平是否明显过度；或b. 对于先前成立的专业组的决定或建议所采取的措施是否符合本协议存在分歧，或一致性是否存在。

   b. any disagreement as to the existence or consistency with this Agreement of measures taken to comply with the determinations or recommendations of the previously established panel.

2. In the written notice of the request referred to in paragraph 1, the Party shall identify the specific measure or matter at issue and provide a brief summary of the legal basis of the complaint sufficient to present the problem clearly.

2. 在第一段所述请求的书面通知中，一方应确定相关具体措施或事项，并提供关于投诉法律依据的简要总结，足以清楚陈述问题。

3. The panel shall be reconvened when the other Party receives written notice of the request referred to in paragraph 1. In the event that a panellist is unable to serve on the reconvened panel, they shall be replaced under Article 22.08(4).

3. 当另一方收到第一段所述请求的书面通知时，应重新召集专家组。如果专家无法在重新召集的小组中履职，则应根据第22.08(4)条进行替换。

4. The provisions of Articles 22.10 and 22.11 apply to procedures adopted and a report issued by a panel reconvened under this Article, with the exception that, subject to Article 22.10(9), the panel shall present an initial report within 60 days of being reconvened where the request concerns only paragraph 1(a), and otherwise within 90 days.

4. 第22.10条和第22.11条的条款适用于根据本条重开专家组所采纳的程序和发布的报告，但例外情况是，根据第22.10(9)条，当请求仅涉及第1段(a)时，专家组应在重开之日起60日内提交初步报告，否则应在90日内提交。

5. A panel reconvened under this Article may include in its report a recommendation, where appropriate, that a suspension of benefits be terminated or that the amount of benefits suspended be modified.

5. 根据本条重开专家组可以在其报告中适当包含一项建议，建议终止福利暂停或修改暂停的福利金额。

Article 22.15: Referrals of Matters from Judicial or Administrative Proceedings

第22.15条：司法或行政程序中事项的转交

1. If an issue of interpretation or application of this Agreement arises in a domestic, judicial or administrative proceeding of a Party that either Party considers would merit its intervention, or if a court or administrative body solicits the views of a Party,

1. 如果在本协议的解释或适用问题上，一方在另一方的国内司法或行政程序中认为需要干预，或者法院或行政机关征求一方的意见，

that Party shall notify the other Party. The Commission shall endeavour to determine an appropriate response as expeditiously as possible.

该方应通知另一方。委员会应尽快努力确定适当的答复。

2. The Party in whose territory the court or administrative body is located shall submit any interpretation of the Commission to the court or administrative body in accordance with the rules of that forum.

2. 位于法院或行政机关所在领土的一方应按照该论坛的规则，将委员会的任何解释提交给法院或行政机关。

3. If the Commission is unable to decide on the interpretation, each Party may submit its own views to the court or administrative body in accordance with the rules of that forum.

3. 如果委员会无法就解释作出决定，每一方均可按照该论坛的规则，将其意见提交给法院或行政机关。

Article 22.16: Private Rights

A Party may not provide a right of action under its domestic law against the other Party on the ground that an act or omission of that Party is inconsistent with this Agreement.

第22.16条：私人权利

一方不得以另一方的行为或不作为与本协议不一致为由，根据其国内法向另一方提供诉讼权利。

Article 22.17: Alternative Dispute Resolution

1. Each Party shall encourage and facilitate the use of arbitration and other means of alternative dispute resolution to the extent possible in order to settle international commercial disputes between private parties in the free trade area.

第22.17条：替代性争议解决方法

1. 每一方应当鼓励并促进仲裁和其他替代性争议解决方法的使用，尽可能以解决自由贸易区内私人方之间的国际商业争端。

2. To this end, each Party shall provide appropriate procedures to ensure observance of agreements to arbitrate and for the recognition and enforcement of awards in such disputes.

3. A Party shall be deemed to comply with paragraph 2 if it is a party to and complies with the New York Convention.

Annex 22.03: Nullification or Impairment

1.

If a Party considers that a benefit it could reasonably have expected to accrue to it under a provision of:

2.

a. Chapters 2 (National Treatment and Market Access for Goods), 3 (Rules of Origin), 4 (Customs Procedures), 5 (Trade Facilitation), 8 (Emergency Action) or 16 (Government Procurement), or

b. Chapter 10 (Cross -Border Trade in Services),

is being nullified or impaired as a result of the application of a measure of the other Party that is not inconsistent with this Agreement, in the sense of Article XXIII:1(b) of the GATT 1994, Article XXIII(3) of GATS or Article XXII(2) of the Agreement on Government Procurement done April 15, 1994 (GPA), the

2. 为此，每一方应当提供适当程序，以确保遵守仲裁协议以及在上述争端中裁决的承认与执行。

3. 一方应当被视为符合第2段的规定，如果它是《纽约公约》的缔约方并遵守该公约。

附件22.0 3：无效或损害

1.

如果一方认为它根据某项规定本可以合理预期获得的一项利益：

2.

a. 第2章（货物的国民待遇和市场准入）、第3章（原产地规则）、第4章（海关程序）、第5章（贸易便利化）、第8章（紧急措施）或第16章（政府采购），或

b. 第10章（跨境贸易服务），

因另一方采取的措施不符合本协议，且根据1994年关税及贸易总协定第XXIII条：1(b)款、服务贸易总协定第XXIII(3)款或1994年4月15日签署的政府采购协定第XXII(2)款，该措施未对本协议造成损害，而予以废除或损害的，

Party may have recourse to dispute settlement under this Chapter. A panel established under this Chapter shall take into account relevant jurisprudence interpreting Article XXIII:1(b) of the GATT 1994, Article XXIII(3) of GATS and Article XXII(2) of the GPA.

一方可以依据本章寻求争议解决。根据本章设立的专家组应当考虑解释1994年关税及贸易总协定第XXIII：1(b)款、服务贸易总协定第XXIII(3)款和政府采购协定第XXII(2)款的有关判例法。

3. A Party may not invoke paragraph 1(b) with respect to a measure subject to an exception under Article 23.02 (Exceptions – General Exceptions), nor invoke paragraph 1 with respect to a measure subject to the exception under Article 23.06 (Exceptions – Cultural Industries).

3.一方不得就属于第23.02条（例外 - 一般例外）项下例外规定的措施援引第1段（b）项，也不得就属于第23.06条（例外 - 文化产业）项下例外规定的措施援引第1段。

Annex 22.10: Rules of Procedure

附件22.10：程序规则

Application

申请

1.The following rules of procedure apply to a dispute settlement proceeding under this Chapter, unless the Parties decide otherwise.

1.本章项下的争端解决程序适用以下程序规则，除非缔约方另行决定。

Definitions

定义

2.For purposes of this Annex:

2.就本章而言：

adviser means a person retained by a Party to advise or assist the Party in connection with the panel proceeding;

顾问是指一方聘请的，就仲裁程序向该方提供建议或协助的个人；

legal holiday *means every Saturday and Sunday and any other day designated by a Party as a holiday for the purposes of these rules; and*

representative *means an employee of a government department or agency or of another government entity of a Party.*

法定假日是指每个星期六和星期日以及任何一方根据本规则指定为假日的日子；并且**代表**是指一方政府部门或机构的雇员或另一方的政府实体的雇员。

Written Submissions and Other Documents

书面提交和其他文件

3.Each Party shall deliver the original and a minimum of 3 copies of any written submission to the panel and one 1 copy to the Embassy of the other Party. Delivery of submissions and any other document related to the panel proceeding may be made by e -mail or other means of electronic transmission if the Parties so decide. When a Party delivers physical copies of written submissions or any other document related to the panel proceeding, that Party shall deliver at the same time an electronic version of the submissions or other document.

3. 每一方应当向专家组提交原始文件和至少3份副本的任何书面提交，并向另一方的大使馆提交1份副本。如果缔约方决定，提交提交和与专家组程序相关的任何其他文件可以通过电子邮件或其他电子传输方式进行。当一方交付书面提交或与专家组程序相关的任何其他文件的实体副本时，该方应同时交付提交或其他文件的电子版本。

4.The complaining Party shall deliver an initial written submission no later than 10 days after the date on which the last panellist is appointed. The Party complained against, in turn, shall deliver a written counter-submission no later than 20 days after the date on which the initial written submission of the complaining Party is due.

4 .申诉方应于最后一名专家被任命之日起10日内提交初步书面提交。被投诉方应于申诉方初步书面提交截止之日起20日内提交书面反驳提交。

5.The panel, in consultation with the Parties, shall establish dates for the delivery of the subsequent written rebuttal submissions of the Parties and any other written submissions that the panel and the Parties determine are appropriate.

5.专家组应与缔约方磋商，确定各方后续书面反驳提交的交付日期以及专家组与缔约方认为适当的任何其他书面提交的交付日期。

6.A Party at any time may correct minor errors of a clerical nature in any written submission or other document related to the panel proceeding by delivering a new document clearly indicating the changes.

6. 一方可随时通过提交一份明确注明修改内容的文件，纠正与专家组程序相关的任何书面提交或其他文件中的轻微文书错误。

7.If the last day for delivery of a document falls on a legal holiday observed by a Party or on another day on which the government offices of a Party are closed by order of the government or by force majeure, the document may be delivered on the next business day.

7. 如果提交文件的最后期限落在某一方庆祝的法定假日或某一方政府机构因政府命令或不可抗力而关闭的另一个工作日，该文件可在下一个工作日提交。

Burde八 of Proof

8.A complaining Party asserting that a measure of the other Party is inconsistent with the provisions of this Agreement shall have the burden of establishing such inconsistency. If the Party complained against asserts that a measure is subject to an exception under this Agreement, it shall have the burden of establishing that the exception applies.

Burde八 of Proof

8. 申诉方主张另一方的措施与本协定条款不一致的，应当承担证明这种不一致的举证责任。如果被投诉方主张某项措施属于本协定规定的例外情况，则应当承担证明该例外情况适用的举证责任。

Written Submission by a Non-Governmental Person

9.A panel, on application, may grant leave to a non-governmental person of a Party to file written submissions. In making its decision to grant leave, the panel shall consider, among other things:

a. whether the subject matter of the proceeding is of public interest;

b. whether the non-governmental person has a substantial interest in the proceeding; a substantial interest requires more than an interest in the development of trade law jurisprudence, the interpretation of the Agreement or the subject matter of the dispute;

c. whether the written submission would assist the panel in determining a factual or legal issue related to the proceeding by bringing a perspective, particular knowledge or insight that is different from that of the Parties; and

d. submissions by the Parties on the application for leave.

10.Where the panel has granted leave to a non-governmental person to file a written submission, the panel shall ensure that:

非政府人士的书面提交

9. 专家组在收到申请后，可以许可一方非政府人士提交书面提交。在作出许可决定时，专家组应当考虑其他事项，包括：

a. 该程序事项是否具有公共利益；

b. 该非政府人士是否对该程序具有重大利益；重大利益要求超出对贸易法判例法的发展、协议的解释或争议事项的兴趣；

c. 该书面提交是否通过提供与缔约方不同的视角、特定知识或见解，协助专家组确定与程序相关的事实或法律问题；以及

d. 缔约方关于申请许可的提交。

10。当专家组已批准非政府人士提交书面提交时，专家组应确保：

a. the written submission does not introduce new issues to the dispute;

b. the written submission is within the terms of reference of the dispute as defined by the Parties;

c. the written submission addresses only the issues of fact and law that the person described in its request;

d. the written submission avoids disrupting the proceeding and preserves the equality of the Parties; and

e. the Parties have the opportunity to respond to the written submission.

a. 书面提交不得向争端引入新问题；b. 书面提交应属于缔约方定义的争端参考条款；c. 书面提交仅应针对其请求中描述的人所涉及的事实和法律问题；d. 书面提交避免扰乱程序并保持缔约方的平等；以及e. 缔约方有权对书面提交作出回应。

Role of Experts

专家的作用

11.On request of a Party, or on its own initiative, the panel may seek information and technical advice from a person or body that it deems appropriate, subject to paragraphs 12 and 13 and such additional terms and conditions as the Parties may decide. The requirements set out in Article 22.09 apply to the experts or bodies, as appropriate.

1 1.应一方的请求，或应其自行发起，专家组可从其认为合适的个人或机构寻求信息和技术建议，但需遵守第12段和第13段的规定，并遵守缔约方可能决定的其他补充条款和条件。第2.2.9条中规定的要求适用于专家或机构，视情况而定。

12.Before the panel seeks information or technical advice under paragraph 11, it shall:

1 2. 在专家组寻求第11段下的信息或技术建议之前，应：

a. notify the Parties of its intention to seek information or technical advice and provide them with an adequate period of time to submit comments; and

a. 通知缔约方其寻求信息或技术建议的意向，并给予缔约方充分的期限提交意见；和

b. provide the Parties with a copy of information or technical advice received and provide them with an adequate period of time to submit comments.

b. 向缔约方提供其收到的信息或技术建议的副本，并给予其充分的时间提交意见。

13. When the panel takes into consideration the information or technical advice received under paragraph 11 for the preparation of its report, it shall also take into consideration comments or observations submitted by the Parties with respect to such information or technical advice.

13. 当专家组在准备其报告时考虑第11段收到的信息或技术建议时，它还应考虑缔约方就此类信息或技术建议提交的意见或观察结果。

Operation of Panels

专家组的运作

14. The chair shall preside at all of the panel's meetings.

14. 主席应主持小组的所有会议。

15. The panel may conduct its business by appropriate means, including by telephone, facsimile transmission and video or computer links.

15. 小组可以通过适当的方式开展其业务，包括通过电话、传真传输和视频或计算机链接。

16. Only panellists may take part in the deliberations of the panel. The panel, in consultation with the Parties, may employ such number of assistants, interpreters or translators, or stenographers

16.只有专家组成员可以参加小组的审议。小组在与缔约方磋商后，可以雇佣所需数量的助手、口译人员或翻译人员，或速记员

as may be required for the proceeding and permit them to be present during such deliberations. The members of the panel and the persons employed by the panel shall maintain the confidentiality of the panel's deliberations and information that is protected under Article 22.10.

以进行程序所要求的协助，并允许他们在审议期间出席。小组的成员和受小组雇佣的人员应当维护小组审议和第22.10条所保护信息的保密性。

17.A panel, in consultation with the Parties, may modify a time period applicable in the panel proceedings and make other procedural or administrative adjustments required in the proceeding.

17 . 专家组在与缔约方磋商后，可修改适用于专家组程序的时间期限，并作出程序或行政调整。

Heari/\gs

Heari/\gs

18.The chair shall fix the date and time of the initial hearing and any subsequent hearing in consultation with the Parties and the panellists, and then notify the Parties in writing of those dates and times.

18. 主席应与缔约方和专家组成员磋商，确定初步听证会和任何后续听证会的日期和时间，然后以书面形式通知缔约方这些日期和时间。

19.The location of hearings shall alternate between the territories of the Parties, with the first hearing to take place in the territory of the Party complained against, unless the Parties decide otherwise.

19. 听证会的地点应在缔约方领土之间交替，首次听证会应在被投诉方领土举行，除非缔约方决定 otherwise。

20.No later than 5 days before the date of a hearing, each Party shall deliver to the other Party and the panel a list of the names

20. 不迟于听证会日期前5日，每一方应当向另一方和专家组提交一份出席该方代表听证会的人员及其他与会代表或顾问的名单

of the persons who will be present at the hearing on behalf of that Party and of other representatives or advisers who will be attending the hearing.

为该方出席听证会的代表或顾问，以及其他将出席听证会的人员。

21. Each hearing shall be conducted by the panel in a manner that ensures that the complaining Party and the Party complained against are afforded equal time for arguments, replies and counter-replies.

21. 每次听证会应由专家组以确保障诉方和被投诉方享有同等辩论、答复和反答复的时间的方式进行。

22. Hearings shall be open to the public, except as necessary to protect information designated by either Party for confidential treatment. The panel, in consultation with the Parties, shall adopt appropriate logistical arrangements and procedures to ensure that hearings are not disrupted by the attendance of the public. Such procedures may include, among other methods, the use of live web -broadcasting or closed -circuit television.

22. 听证会应向公众开放，但如有必要保护任何一方指定的需保密处理的信息，则除外。专家组应与缔约方磋商，制定适当的后勤安排和程序，以确保听证会不受公众出席的干扰。此类程序可包括，但不限于，使用直播网络广播或闭路电视等方法。

23. The panel shall arrange the preparation of hearing transcripts, if any, and shall, as soon as possible after any such t ranscripts are prepared, deliver a copy to each Party.

23. 专家组应当安排准备听证会记录，如有，并且应当在任何此类记录准备好后尽快向每一方提供一份副本。

Ex Parte Contacts

Ex Parte Contacts

24.A Party may not communicate with the panel without notifying the other Party. The panel shall not communicate with a Party in the absence of, or without notifying, the other Party.

25.A panellist may not discuss an aspect of the substantive subject matter of the proceeding with the Parties in the absence of the other panellists.

24.一方不得在通知另一方的情况下与专家组沟通。专家组不得在未通知另一方或缺乏通知的情况下与一方沟通。25.专家不得在未通知其他专家组成员的情况下，与缔约方讨论程序实质性事项的某个方面。

Remuneration and Payment of Expenses

报酬和费用支付

26.Unless the Parties decide otherwise, the expenses of the panel and the remuneration, travel and lodging expenses and all general expenses of the panellists and their assistants shall be born in equal shares by the Parties.

26.除非缔约方决定 otherwise，小组的时间和费用、报酬、差旅和住宿费用以及专家及其助手的所有一般费用应当由缔约方平均分担。

27.Each panellist shall keep a record and render a final account to the Parties of their time and expenses, and those of any assistant. The chair of the panel shall keep a record and render a final account to the Parties of all general expenses.

27.每位专家应当对其时间和费用以及任何助手的费用保持记录并向缔约方提交最终账目。小组主席应当对所有一般费用保持记录并向缔约方提交最终账目。

Text of the Canada–Panama Free trade agreement – Chapter twenty-three: Exceptions

加拿大-巴拿马自由贸易协定文本 – 第二十三章：例外

Article 23.01: Definitions

第23.01条：定义

For purposes of this Chapter:

competition authority means:

1. for Canada, the Commissioner of Competition or a successor notified to the other party through the Coordinators; and
2. for Panama, the Authority of Consumer Protection and Defence of Competition or a successor notified to the other party through the Coordinators;

cultural industry means a person engaged in the following activities:

1. the publication, distribution or sale of books, magazines, periodicals or newspapers in print or machine readable form but not including the sole activity of printing or typesetting any of the foregoing;
2. the production, distribution, sale or exhibition of film or video recordings;
3. the production, distribution, sale or exhibition of audio or video music recordings;
4. the publication, distribution or sale of music in print or machine-readable form; or
5. radiocommunications in which the transmissions are intended for direct reception by the general public, and all radio, television and cable broadcasting undertakings and all satellite programming and broadcast network services;

designated authority means:

1. in the case of Canada, the Assistant Deputy Minister for Tax Policy, Department of Finance, or a successor authority notified to the other party through the Coordinators; and
2. in the case of Panama, the Vice- Ministry of Finance, Ministry of Economy and Finance, or a successor authority notified to the other party through the Coordinators;

information protected under its competition laws means:

1. for Canada, information within the scope of Section 29 of the *Competition Act*, R.S. C. 1985, c.34, or a successor provision; and
2. for Panama, information within the scope of Article 103 of the Law 45 of October 31, 2007, or a successor provision

tax convention means a convention for the avoidance of double taxation or other international taxation agreement or arrangement; and

tax and **taxation measure** does not include:

1. a "customs duty"; or
2. a measure listed in exceptions (b), (c), or (d) in the definition of “customs duty” in Article 1.01 (Initial Provisions and General Definitions – Definitions of General Application).

本章的目的：

竞争主管机构意味着：

1. 对于加拿大，竞争专员或其继任者通过协调员通知另一方；和2. 对于巴拿马，消费者保护与竞争防御局或其继任者通过协调员通知另一方；

文化产业 意味着从事以下活动的人员：

1. 以印刷或机器可读形式出版、分销或销售书籍、杂志、期刊或报纸，但不包括单独从事印刷或排版上述任何一项的活动；2. 生产、分销、销售或展映电影或录像；3. 生产、分销、销售或展映音频或视频音乐录音；4. 以印刷或机器可读形式出版、分销或销售音乐；或5. 传输旨在供公众直接接收的无线电通信，以及所有无线电、电视和有线电视广播业务、所有卫星节目和广播网络服务；

指定主管机关 意味着：

1. 在加拿大，税务政策助理副部长、财政部或通过协调员通知另一方的继承机构；以及2. 在巴拿马，财政副部长、经济和财政部或通过协调员通知另一方的继承机构；

在其竞争法下受保护的信息 意味着：

1. 对于加拿大，第29条<竞争法>，1985年加拿大法典，第34号法或继承条款范围内的信息；以及2. 对于巴拿马，第2007年10月31日第45号法律第103条范围内的信息或继承条款

税收协定 意味着避免双重征税的协定或其他国际税收协议或安排；以及

税 和 **税收措施** 不包括：

1. 关税；或2. 在第1.01条（初始条款和一般定义——一般应用定义）中“关税”定义的例外（b）、（c）或（d）中列出的措施。

Article 23.02: General Exceptions

1. For the purposes of Chapters Two through Eight and Chapter Fifteen (National Treatment and Market Access for Goods, Rules of Origin, Customs Procedures, Trade Facilitation, Sanitary and Phytosanitary Measures, Technical Barriers to Trade, Emergency Action and Electronic Commerce) and Annex IV (International Maritime Section), GATT 1994 Article XX is incorporated into and made part of this Agreement. The Parties understand that the measures referred to in GATT 1994 Article XX (b) include environmental measures necessary to protect human, animal or plant life or health. The Parties further understand that GATT 1994 Article XX (g) applies to measures for the conservation of living and non-living exhaustible natural resources.

2. For the purposes of Chapters Ten, Eleven, Thirteen and Fifteen (Cross- Border Trade in Services, Telecommunications, Temporary Entry for Business Persons, and Electronic Commerce) GATS Article XIV (a), (b) and (c) is incorporated into this Agreement. The Parties understand that the measures referred to in GATS ArticleXIV(b) include environmental measures necessary to protect human, animal or plant life or health.

3. For the purposes of Chapter Nine (Investment):

   a. a Party may adopt or enforce a measure necessary:

      i. to protect human, animal or plant life or health, which the Parties understand to include environmental measures necessary to protect human, animal or plant life or health,

      ii. to ensure compliance with a laws or regulation that are not inconsistent with this Agreement, or

      iii. for the conservation of living or non-living exhaustible natural resources;

   b. provided that the measure referred to in sub paragraph (a) is not :

      i. applied in a manner that constitutes arbitrary or unjustifiable discrimination between investments or between investors, or

      ii. a disguised restriction on international trade or investment.

Article 23.03: National Security

This Agreement does not :

1. require a Party to furnish or allow access to information if that Party determines that the disclosure of this information would be contrary to its essential security interests;

2. prevent a Party from taking an action that it considers necessary to protect its essential security interests:

第23.02条：一般例外

1. 为了第二至八章和第十五章（货物国民待遇和市场准入、原产地规则、海关程序、贸易便利化、卫生与植物卫生措施、技术性贸易壁垒、紧急措施和电子商务）以及附件IV（国际海运部分）的目的，GATT1994第XX条被纳入并成为本协议的一部分。缔约方理解，GATT1994第XX(b)条中提到的措施包括保护人类、动物或植物的生命或健康的环境措施。缔约方进一步理解，GATT1994第XX(g)条适用于为保护可再生和不可再生自然资源而采取的措施。

2. 对于第十章、第十一章、第十三章和第十五章（跨境服务贸易、电信、商业人士临时入境和电子商务）的目的，GATS第XIV(a)、(b)和(c)条被纳入本协议。缔约方理解，GATS第XIV(b)条所指的措施包括保护人类、动物或植物的生命或健康所必需的环境措施。

3. 对于第九章（投资）的目的：

   a. 一方可以采用或执行一项必要的措施：

      i. 以保护人类、动物或植物的生命或健康，缔约方理解这包括保护人类、动物或植物的生命或健康所必需的环境措施；ii. 确保遵守与本协议不一致的法律或法规，或 iii. 为了保护可耗尽的自然资源（包括可再生和不可再生资源）；

   b. 但前提是，第(a)款所指的措施不是：i. 以任意或不合理的方式对投资或投资者进行歧视，或 ii. 对国际贸易或投资的伪装限制。

第23.03条：国家安全

本协议不：

1. 要求一方提供或允许另一方获取信息，如果一方认定披露该信息将与其基本安全利益相悖；2. 阻止一方采取其认为保护其基本安全利益所必需的行动：

a. relating to the traffic in arms, ammunition and implements of war and to such traffic and transactions in other goods, materials, services and technology undertaken directly or indirectly for the purpose of supplying a military or other security establishment,

b. taken in time of war or other emergency in international relations, or

c. relating to the implementation of national policies or international agreements respecting the non- proliferation of nuclear weapons or other nuclear explosive devices; or

3. prevent a Party from fulfilling its obligations under the *Charter of the United Nations* for the maintenance of international peace and security.

a. 与武器贸易、弹药和战争工具的贸易以及为向军事或其他安全机构直接或间接供应而进行的其他商品、材料、服务和技术的交易有关，b. 在战争时期或其他国际关系中的紧急情况下采取，或c. 与国家政策的实施或有关核武器或其他核爆炸装置不扩散的国际协议有关；或

3. 阻止一方履行其根据联合国宪章维护国际和平与安全的义务。

Article 23.04: Taxation

第23.04条：税收

1. Except as set out in this Article, this Agreement does not apply to a taxation measure.

1. 除本条另有规定外，本协议不适用于一项税收措施。

2. This Agreement does not affect the rights and obligations of a Party under a tax convention. In the event of inconsistency between this Agreement and a tax convention, that convention prevails.

2. 本协议不影响一方根据税收协定享有的权利和义务。在本协议与税收协定不一致的情况下，该协定优先适用。

3. Where a provision with respect to a taxation measure under this Agreement is similar to a provision under a tax convention, the competent authorities identified in the tax convention shall use the procedural provisions of that tax convention to resolve an issue that may arise under this Agreement.

3. 如本协议关于税收措施的规定与税收协定中的规定相似，则税收协定中确定的当局应使用该税收协定的程序性规定来解决本协议可能产生的问题。

4. Notwithstanding paragraphs 2 and 3:

4. 不论第2段和第3段的规定如何：

a. Article 2.03 (National Treatment and Market Access for Goods – National Treatment) and the provisions of this Agreement necessary to give effect to that Article apply to a taxation measure to the same extent as Article III of the GATT 1994; and

b. Article 2.10 (National Treatment and Market Access for Goods – Export Taxes) applies to a taxation measure.

a. GATT 1994第III条（货物国民待遇和市场准入——国民待遇）及本协定条款的必要条款适用于同一税收措施，程度等同于GATT 1994第III条；以及b. GATT 1994第2.10条（货物国民待遇和市场准入——出口税）适用于税收措施。

5. Subject to paragraphs 2, 3 and 6:

5. 依据第2、3和6段规定：

- Article 10.03 (Cross- Border Trade in Services – National Treatment) and Article 12.03 (Financial Services – National Treatment) apply to a taxation measure on income, capital gains or on the taxable capital of corporations that relate to the purchase or consumption of particular services; and
- Articles 9.04 and 9.05 (Investment – National Treatment and Most- Favoured- Nation Treatment), Articles 10.03 and 10.04 (Cross- Border Trade in Services – National Treatment and Most- Favoured- Nation Treatment) and Articles 12.03 and 12.04 (Financial Services – National Treatment and

- 第10.03条（跨境服务贸易——国民待遇）和第12.03条（金融服务——国民待遇）适用于与购买或消费特定服务相关的收入、资本利得或公司应税资本上的税收措施；以及第9.04条和第9.05条（投资——国民待遇和最惠国待遇）、第10.03条和第10.04条（跨境服务贸易——国民待遇和最惠国待遇）以及第12.03条和第12.04条（金融服务——国民待遇和
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Most- Favoured- Nation Treatment) apply to a taxation measure, other than one on income, capital gains or on the taxable capital of corporations.

最惠国待遇）适用于除收入、资本利得或公司应税资本以外的税收措施。

6. Paragraph 5 does not :

- impose a most-favoured-nation obligation with respect to an advantage accorded by a Party pursuant to a tax convention;
- impose on a Party an obligation making the receipt, or continued receipt, of an advantage relating to the contributions to, or income of, pension trusts or pension plans conditional on a requirement that the Party maintain continuous jurisdiction over the pension trust or pension plan;
- impose on a Party an obligation making the receipt, or continued receipt, of an advantage relating to the purchase or consumption of a particular service conditional on a requirement that the service be provided in its territory;
- apply to a non-conforming provision of an existing taxation measure;
- apply to the continuation or prompt renewal of a non-conforming provision of an existing taxation measure;
- apply to an amendment to a non-conforming provision of an existing taxation measure provided that the amendment does not decrease its conformity, as it existed immediately before the amendment, with the Articles referred to in paragraph 5; or
- apply to a new taxation measure that is aimed at ensuring the equitable and effective imposition or collection of taxes (including, for greater certainty, a measure that is taken by a Party in order to ensure compliance with the Party's taxation system or to prevent the avoidance or evasion of taxes) and that does not arbitrarily discriminate between persons, goods or services of the Parties.

6. 第5段不:

- 对一方根据税收协定授予的利益施加最惠国义务；对一方施加义务，使一方获得或持续获得与养老金信托或养老金计划贡献或收入相关的利益，条件是要求该方维持对养老金信托或养老金计划的持续管辖权；对一方施加义务，使一方获得或持续获得与购买或消费特定服务相关的利益，条件是要求该服务在其领土内提供；适用于现有税收措施的非符合条款；适用于现有税收措施的非符合条款的延续或及时续期；适用于对现有税收措施的非符合条款的修正，前提是该修正并未降低其与第5段提到的条款在修正前存在的符合性；或适用于
- 旨在确保公平有效的征税或征收（包括，为明确起见，一方为确保遵守其税收制度或防止税收规避或逃税而采取的措施）且不对缔约方的个人、货物或服务进行任意歧视的新税收措施。

7. Subject to paragraphs 2 and 3, and without prejudice to the rights and obligations of the Parties under paragraph 4, Article 9.07 (Investment – Performance Requirements) applies to a taxation measure.

7 . 根据第2段和第3段的规定，且不影响缔约方根据第4段享有的权利和义务，第9.07条（投资——业绩要求）适用于一项税收措施。

8. Notwithstanding paragraphs 2 and 3, Article 9.11 (Investment – Expropriation) applies to a taxation measure, but an investor may not invoke that Article as the basis for a claim under Articles 9.20 (Investment – Claim by an Investor of a Party on Its Own Behalf) or 9.21 (Investment – Claim by an Investor of a Party on Behalf of an Enterprise), where the designated authorities of the Parties have determined under this paragraph that a taxation measure is not an expropriation. The investor shall refer the issue of whether a measure is not an expropriation for a determination to the designated authorities of the Parties at the time that it gives notice under subparagraph 2(c) of Article9.22 (Investment – Conditions Precedent to Submission of a Claim to Arbitration). If, within a period of six months from the date of this referral, the designated authorities do not agree to consider the issue or, having agreed to consider it, fail to agree that the

8 . 不论及第2段和第3段，第9.11条（投资——征收）适用于税收措施，但投资者不得援引该条款作为第9.20条（投资——一方投资者以自身名义提出的索赔）或第9.21条（投资——一方投资者代表企业提出的索赔）项下索赔的基础，其中缔约方指定的当局根据本段规定已认定税收措施并非征收。投资者应当将措施是否并非征收的问题提交给缔约方指定的当局，以便作出决定，该提交应在其根据第9.22条（投资——仲裁索赔提交的先决条件）第2款(c)项发出通知时进行。如果在自该提交之日起六个月的期限内，指定的当局不同意审议该问题，或虽同意审议但未能同意该措施并非征收，则投资者可依据第9.23条（投资——仲裁索赔的提交）提交其索赔至仲裁庭。

measure is not an expropriation, the investor may submit its claim to arbitration under Article 9.23 (Investment – Submission of a Claim to Arbitration).

9. A claim by:

- an investor of a Party that a tax measure of the other Party breaches an agreement between a central government authority of that Party and the investor concerning an investment, or
- an investor of a Party, on behalf of an enterprise of the other Party that is a juridical person that the investor owns or controls directly or indirectly, that a tax measure of the other Party breaches an agreement between a central government authority of the other Party and that enterprise, may be submitted to arbitration under Section C of Chapter Nine (Settlement of Disputes between an Investor and the Host Party) unless the designated authorities of the Parties, within six months of being notified by the investor of its intention to submit the claim to arbitration, jointly determine that the measure does not contravene such agreement. The investor shall refer the issue of whether a taxation measure does not contravene such agreement for a determination to the designated authorities of the Parties at the same time that it gives notice under Article 9.22 (Investment – Conditions Precedent to Submission of a Claim to Arbitration).

10. In order to give effect to paragraphs 1 to 3:

- If an issue arises as to whether a measure of a Party is a taxation measure in a dispute between the Parties, either Party may refer the issue to the designated authorities of the Parties. The designated authorities shall decide the issue of whether the measure is a taxation measure, and their decision shall bind a panel established under Article 22.07 (Dispute Settlement – Establishment of a Panel) for the dispute. If a Party has referred the issue to the designated authorities and they have not decided the issue within six months of the referral, the panel shall decide the issue;
- If an issue arises as to whether a measure is a taxation measure in connection with a claim by an investor of a Party, the Party that has received notice of intention to submit a claim or against which an investor of a Party has submitted a claim may refer the issue to the designated authorities of the Parties. The designated authorities shall decide whether the measure is a taxation measure, and their decision shall bind a Tribunal with jurisdiction over the claim. A Tribunal seized of a claim in which the same issue arises may not proceed while the designated authorities are considering the issue. If a Party has referred the issue to the designated authorities and they have not decided the issue within six months of the referral, the Tribunal shall decide the issue;
- If an issue arises as to whether a tax convention prevails over this Agreement in a dispute between the Parties, a Party to the dispute may refer the issue to the

如果，在自该提交之日起六个月的期限内，指定的当局不同意审议该问题或虽同意审议但未能同意该措施并非征收，则投资者可依据第9.23条（投资——仲裁索赔的提交）提交其索赔至仲裁庭。

9. 索赔由：

- 一方投资者，其税收措施违反了该方中央政府当局与投资者就一项投资达成的协议，或一方投资者，代表其直接或间接拥有或控制的法人企业，其税收措施违反了该方中央政府当局与该企业达成的协议，可依据第九章C节（投资者与东道国之间的争议解决）提交仲裁，除非缔约方指定的当局在投资者通知其打算提交仲裁索赔后的六个月内，联合认定该措施未违反该协议。投资者应同时将是否税收措施未违反该协议的问题提交给缔约方指定的当局，并依据第9.22条（投资——仲裁索赔提交的先决条件）发出通知。

10. 为了使第1段至第3段生效：

- 如果在一方与另一方之间的争端中，出现一方措施是否为税收措施的问题，任何一方都可以将问题提交给一方指定的当局。指定当局应当决定该措施是否为税收措施，其决定应当对根据第22.07条（争端解决——设立专家组）设立的专家组具有约束力。如果一方已将问题提交给指定当局，而指定当局在提交之日起六个月内未作出决定，专家组应当决定该问题；
- 如果出现一个问题，即一项措施是否与税收措施有关
如果在一方投资者提出索赔的情况下，出现措施是否为税收措施的问题，收到提交索赔意向通知的一方或已收到一方投资者提交索赔的一方，可以将问题提交给一方指定的当局。指定当局应当决定该措施是否为税收措施，其决定应当对对索赔有管辖权的法庭具有约束力。正在审理同一问题的法庭不得在指定当局正在考虑该问题时进行审理。如果一方已将问题提交给指定当局，而指定当局在提交之日起六个月内未作出决定，法庭应当决定该问题；
- 如果一方之间发生争议，关于税收协定是否优先适用本协议的问题，争议一方可以将该问题提交给

designated authorities of the Parties. The designated authorities shall consider the issue and decide whether the tax convention prevails. If within six months of the referral of the issue to the designated authorities, they decide with respect to the measure that gives rise to the issue that the tax convention prevails, procedures concerning that measure may not be initiated under Article 22.07 (Dispute Settlement – Establishment of a Panel). Procedures concerning the measure may not be initiated while the designated authorities are considering the issue. If a Party has referred the issue to the designated authorities and they have not decided the issue within six months of the referral, the panel shall decide the issue;

- If an issue arises as to whether a tax convention prevails over this Agreement prior to the submission of a claim by an investor of a Party, the Party that has received notice of intention to submit a claim may refer the issue to the designated authorities of the Parties. The designated authorities shall consider the issue and decide whether the tax convention prevails. If within six months of the referral of the issue to the designated authorities, they decide with respect to the measure that gives rise to the issue that the tax convention prevails, a claim concerning that measure may not be submitted under Article 9.23 (Investment – Submission of a Claim to Arbitration).A claim concerning the measure may not be submitted while the designated authorities are considering the issue. An investor of a Party that fails to identify a taxation measure in its notice of intention to submit a claim may not submit a claim concerning that measure under Article 9.23 (Investment – Submission of a Claim to Arbitration). If a Party has referred the issue to the designated authorities and they have not decided the issue within six months of the referral, the panel shall decide the issue.

11. If an investor invokes Article 9.11 (Investment – Expropriation) as the basis for a claim under Article 9.20 (Investment – Claim by an Investor of a Party on Its Own Behalf) or 9.21 (Investment – Claim by an Investor of a Party on Behalf of an Enterprise), the designated authorities shall make a determination under paragraph 8 of whether a measure is an expropriation concurrently with a decision under paragraph 10(b) of whether the measure is a taxation measure.

12. The designated authorities seized of an issue under paragraphs 8, 9 or 10 may modify the time period allowed to decide the issue.

13. This Agreement does not require a Party to furnish or allow access to information whose disclosure would be contrary to that Party's law protecting information concerning the taxation affairs of a taxpayer.

Article 23.05: Disclosure of Information

一方指定的当局。指定当局应当考虑该问题，并决定税收协定是否优先适用。如果在将问题提交给指定当局之日起六个月内，它们决定引起该问题的措施中税收协定优先适用，则不得根据第22.07条（争端解决——设立专家组）启动与该措施相关的程序。在指定当局考虑该问题的期间，不得启动与该措施相关的程序。如果一方已将问题提交给指定当局，并且它们在提交之日起六个月内未决定该问题，则专家组应当决定该问题；

- 如果在一方投资者提交索赔之前，出现税收协定是否优先适用本协议的问题，收到提交索赔意向通知的一方可以将该问题提交给一方指定的当局。指定当局应当考虑该问题，并决定税收协定是否优先适用。如果在将问题提交给指定当局后的六个月内，它们决定产生该问题的措施中税收协定优先适用，则不得根据第9.23条（投资——仲裁索赔的提交）提交关于该措施的索赔。在指定当局考虑该问题的期间，不得提交关于该措施的索赔。未能在其提交索赔意向通知中确定税收措施的一方投资者，不得根据第9.23条（投资——仲裁索赔的提交）提交关于该措施的索赔。如果一方已将问题提交给指定当局，并且它们在将问题提交后的六个月内未对该问题作出决定，小组应当决定该问题。

11. 如果投资者以第9.11条（投资——征收）为基础，根据第9.20条（投资——一方投资者以自身名义提出的索赔）或9.21条（投资——一方投资者代表企业提出的索赔）提出索赔，则指定当局应根据第8段同时作出决定，判断一项措施是否为征收，并根据第10(b)段同时作出决定，判断该措施是否为税收措施。

12. 根据第8、9或10段提出的问题的指定当局可以修改决定该问题的期限。

13. 本协议不要求一方提供或允许另一方获取其保护纳税人与税收事务相关的信息的法律所禁止的信息披露信息。

第23.05条：信息披露

1. This Agreement does not require a Party to furnish or allow access to information which if disclosed would impede law enforcement, or would be contrary to the Party's law protecting the deliberative and policy-making processes of the executive branch of government at the cabinet level, personal privacy or the financial affairs and accounts of individual customers of financial institutions.

2. In the course of a dispute settlement procedure under this Agreement :

- a Party is not required to furnish or allow access to information protected under its competition laws;
- a competition authority of a Party is not required to furnish or allow access to information that is privileged or otherwise protected from disclosure.

Article 23.06: Cultural Industries

This Agreement does not apply to a measure adopted or maintained by a Party with respect to a cultural industry except as specifically provided in Article 2.04 (National Treatment and Market Access for Goods – Tariff Elimination).

Article 23.07: World Trade Organization Waivers

If a right or obligation in this Agreement duplicates one under the WTO Agreement, the Parties agree that a measure adopted by a Party in conformity with a waiver decision adopted by the WTO pursuant to Article IX of the WTO Agreement is deemed to be also in conformity with the present Agreement. Such conforming measure of either Party may not give rise to a claim by an investor of one Party against the other under Section C of Chapter Nine (Settlement of Disputes between an Investor and the Host Party).

Text of the Canada–Panama Free trade agreement – Chapter twenty-four: Final provisions

Article 24.01: Annexes, Appendices and Footnotes

The Annexes, Appendices and footnotes to this Agreement constitute integral parts of this Agreement.

1. 本协议不要求一方提供或允许另一方获取其披露会妨碍执法，或与其保护内阁级别的政府行政分支的审议和政策制定过程、个人隐私或金融机构个人客户的财务事务和账目的法律相抵触的信息。

2. 在本协议项下的争端解决程序中：

- 一方无需要提供或允许访问受其竞争法保护的信息；一方的竞争主管机构无需要提供或允许访问受特权保护或以其他方式免于披露的信息。
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第23.06条：文化产业

本协议不适用于一方为文化产业所采取或维持的措施，除非在第二条第04款（货物国民待遇和市场准入——关税消除）中另有规定。

第23.07条：世界贸易组织豁免

如果本协议中的权利或义务与WTO协定中的权利或义务重复，缔约方同意，一方根据WTO协定第九条作出的豁免决定所采取的措施，应被视为也符合本协议。任何一方采取的此类符合性措施不得导致第九章C节（投资者与东道国之间的争议解决）项下的一方投资者对另一方提出索赔。

加拿大-巴拿马自由贸易协定文本 – 第二十四章：最终条款

第24.01条：附件、附录和脚注

本协议的附件、附录和脚注构成本协议的组成部分。

Article 24.02: Amendments

1. The Agreement may be amended in writing by mutual consent of the Parties.

2. An amendment shall enter into force following an exchange of written notifications by the Parties certifying the completion of their respective necessary legal procedures. The amendment shall enter into force on the date agreed upon by the Parties.

第24.02条：修正

1. 本协议可由缔约方以书面形式相互同意进行修订。

2. 修正案应经缔约方交换书面通知，证明各自完成必要的法律程序后生效。修正案应自缔约方商定的日期生效。

Article 24.03: Reservations and Unilateral Declarations

This Agreement may not be subject to reservations nor to interpretive statements at the time of its ratification.

第24.03条：保留和单方面声明

本协议在其批准时不得作出保留或提出解释性声明。

Article 24.04: Entry into Force

Each Party shall notify the other Party in writing of the completion of its legal or constitutional procedures required for the entry into force of this Agreement. This Agreement shall enter into force on the first day of the second month following the latter notification of the completion of the procedures for the entry into force.

第24.04条：生效

每一方应以书面形式通知另一方其完成生效本协议所需的法律法规或宪法程序。本协议应自另一方收到关于完成生效程序的最终通知之日起的第二个月的第一个日起生效。

Article 24.05: Termination

第24.05条：终止

This Agreement may be terminated by either Party by giving notice in writing. It shall cease to be in force 6 months after the date of receipt of that notice.

本协议可由任何一方以书面形式通知终止。自收到该通知的收到日期起6个月后，本协议应终止生效。

Article 24.06: Accession

A state or a regional economic organisation may accede to this Agreement upon terms and conditions to be set out in an Agreement on Accession between the Parties and the acceding state. The Parties and the acceding state or regional economic organisation shall notify each other through diplomatic channels of the completion of the domestic procedures necessary to approve the Agreement on Accession. The Agreement on Accession shall enter into force on the first day of the second month following the later of these notifications.

第24.06条：加入

一个国家或一个区域经济组织可依据缔约方与加入方签订的加入协议规定的条款和条件，加入本协议。缔约方与加入方或区域经济组织应通过外交渠道相互通知完成批准加入协议所需的国内程序。加入协议应在较晚的这些通知之日起第二个月的第一个日生效。

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

以资证明，签字者经各自政府正式授权，已签署本协议。

Done in duplicate at , this day of 2010, in the English, French and Spanish languages, each version being equally authentic

一式两份，于2010年此日，以英语、法语和西班牙语签署，每种文本具有同等效力。

For Canada

为加拿大

_____

_____

For the Republic of Panama

为巴拿马共和国

_____

_____