

- *Interactive Media Developer*

Science

- *Archeologist*
- *Anthropologist*
- *Astronomer*
- *Biologist (including Ecologist, Animal Geneticist, Food Scientist)*
- *Geochemist*
- *Geologist*
- *Geophysicist*
- *Meteorologist*
- *Paleontologist*
- *Physicist*

Text of the Canada–Panama Free trade agreement – Chapter fourteen: Competition policy, monopolies and state enterprises

Article 14.01: Definitions

For purposes of this Chapter:

covered investment means "covered investment" as defined in Article 9.01 (Investment – Definitions);

- 交互媒体开发人员

科学

- 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
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加拿大-巴拿马自由贸易协定文本 – 第十四章：竞争政策、垄断和国有企业

第14.01条：定义

就本章而言：

涵盖投资 指“涵盖投资”，其定义见第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;

government monopoly means a monopoly owned or controlled through ownership interests by the national government of a Party, or by another such monopoly;

in accordance with commercial considerations means consistent with normal business practices of privately held enterprises in the relevant business sector or industry;

market means the geographic and commercial market for a good or service;

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;

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.

指定 指在本协议生效之日后，设立、授权或扩大垄断范围以涵盖额外的商品或服务；

政府垄断 指由一缔约方的国家政府通过所有权权益拥有或控制的垄断，或由另一此类垄断拥有或控制；

根据商业考虑 指与相关业务领域或行业中私营企业的正常商业惯例相一致；

市场 指商品或服务的地理和商业市场；

垄断 指在缔约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，包括财团或政府机构，但不包括仅因授予排他性知识产权而被授权的实体；**非歧视性待遇** 指本协议相关条款规定的国民待遇或最惠国待遇中较优者；以及**国有企业** 指由缔约方通过所有权权益拥有或控制的企业，附件14.04规定的除外。

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

第14.02条：竞争政策

1. 各缔约方应采取或维持措施以禁止反竞争商业行为，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，缔约方应不时讨论各自采取措施的有效性。各缔约方采取或维持的禁止反竞争商业行为的措施及根据这些措施采取的执法行动，应符合透明度、非歧视和程序公平的原则。这些措施的例外情况应具有透明度。
2. 各缔约方应保持其在制定和执行竞争法方面的独立性。
3. 每一缔约方均认识到其竞争管理机构之间合作与协调对于促进自由贸易区内竞争法有效执行的重要性。缔约方应在自由贸易区内与竞争法律与政策执行相关的事项上开展合作。为此，缔约方应通过各自的竞争管理机构协商一项合作

instrument that may address, among other matters, notification, consultation, positive and negative comity, technical assistance and exchange of information.

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.

Article 14.03: Designated Monopolies

1. This Agreement does not prevent a Party from designating a monopoly.
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.
3. Each Party shall ensure that a privately owned monopoly that it designates or a government monopoly that it maintains or designates:

文书，该文书可涉及通知、磋商、积极礼让与消极礼让、技术援助及信息交换等事项。

4. 为促进缔约方之间的理解，或解决本章项下产生的具体问题，一缔约方应在另一缔约方请求下进行讨论。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。另一缔约方应充分并体谅地考虑请求方的关切。

第14.03条：指定垄断

1. 本协议不阻止一缔约方指定垄断。
2. 如一缔约方拟指定垄断且该指定可能影响另一缔约方人士的利益，指定缔约方应尽可能事先向另一缔约方提供指定的书面通知。
3. 每一缔约方应确保其指定或维持的私有垄断或政府垄断：

- *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;*
- *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);*
- *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*
- *does not use its monopoly position to engage directly or indirectly, including through its dealings with its parent,*

- 在行使该缔约方授予的与垄断商品或服务相关的监管、行政或其他政府权力（如授予进出口许可证、批准商业交易或实施配额、费用或其他收费的权力）时，其行为方式不得与该缔约方在本协议项下的义务相抵触；
- 在相关市场中购买或销售垄断商品或服务时，仅根据商业考虑行事，包括价格、质量、可用性、适销性、运输以及其他购买或销售的条款和条件，除非是为了遵守其指定条款中与(c)或(d)项不相抵触的部分；
- 提供 非歧视性待遇予 涵盖
投资、另一缔约方的货物及服务
供应商在其购买或销售
相关市场中的垄断商品或服务；以及
- 不利用其垄断地位直接或间接参与，包括通过与其母公司的交易，

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.

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:

- commercial sale or resale; or*
- use in the production or supply of a good or service for commercial sale or resale.*

Article 14.04: State Enterprises

- 1. This Agreement does not prevent a Party from establishing or maintaining a state enterprise.*
- 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*

其子公司或其他共同所有权企业在非垄断市场中从事对涵盖投资产生不利影响的反竞争行为。

4. 第3款不适用于政府为政府目的采购商品或服务，只要该商品或服务不拟用于：

- 商业销售或转售；或用于生产或供应拟用于商业销售或转售的商品或服务。
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第14.04条：国有企业

1. 本协议不阻止缔约方设立或维持国有企业。
2. 每一缔约方应确保其建立或维持的国有企业，在该企业行使缔约方授予的监管、行政或其他政府权力时，其行为符合该缔约方在第九章（投资）和第十二章（金融服务）下的义务，例如

expropriate, grant licenses, approve commercial transactions, or impose quotas, fees, or other charges.

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.*

Article 14.05: Dispute Settlement

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.*
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).*

Annex 14.04: Country-Specific Definitions of State Enterprises

For purposes of Article 14.04(3) "state enterprise" means, with respect to Canada, a "Crown corporation" within the meaning of

征用、授予许可证、批准商业交易或实施配额、费用或其他收费的权力。

3. 每一缔约方应确保其建立或维持的国有企业在向涵盖投资销售其货物或服务时给予非歧视性待遇。

第14.05条：争端解决

1. 对于本章项下产生的事项，缔约方不得援引第二十二章（争端解决）的争端解决机制，但第14.03条和第14.04条项下产生的事项除外。
2. 对于本章项下产生的事项，投资者不得依据第9.20条（投资—缔约方投资者代表自身提出的索赔）或第9.21条（投资—缔约方投资者代表企业提出的索赔）诉诸投资者-国家争端解决机制，但第14.03条第3款a项或第14.04条第2款项下产生的事项除外。

附件14.04：国有企业的国别定义

就第14.04条(3)款而言，“国有企业”对于加拿大而言，指《财务管理法》（《1985年加拿大修订法规》第F-11章）含义内的“皇家公司”，

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.

Text of the Canada–Panama Free trade agreement – Chapter fifteen: Electronic commerce

Article 15.01: Definitions

For purposes of this Chapter:

delivered electronically means delivered through telecommunications, alone or in conjunction with other information and communication technologies;

digital product means a computer program, text, video, image, sound recording or other product that is digitally encoded; and

electronic commerce means commerce conducted through telecommunications, alone or in conjunction with other information and communication technologies.

Article 15.02: Scope and Coverage

或任何可比较的省级法律含义内的皇家公司，或根据其他适用省级法律成立的等效实体。

加拿大-巴拿马自由贸易协议文本 – 第十五章：电子商务

第15.01条：定义

就本章而言：

电子交付 指单独或与其他信息和通信技术结合通过电信进行的交付；

数字产品 指计算机程序、文本、视频、图像、录音或其他以数字编码形式存在的产品；且**电子商务** 指单独或与其他信息和通信技术结合通过电信进行的贸易活动。

第15.02条：范围和覆盖范围