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Text of the Canada–Ukraine Free trade agreement – Preamble

Canada and Ukraine , 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 wto agreement and other multilateral and bilateral instruments of cooperation;

Create an expanded and secure market for the goods and services produced in their territories, as well as promote 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;

加拿大-乌克兰自由贸易协定文本 –序言

加拿大和乌克兰，以下简称“双方”，决心：

加强两国人民之间的特殊友谊与合作纽带；

促进世界和区域贸易的和谐发展与扩展，并为更广泛的国际合作提供催化剂；

基于其在世贸组织协议及其他多边和双边合作文书下的权利与义务；

创建一个更广阔且安全的领土内生产的商品和服务市场，同时促进新的就业机会并改善各自领土内的工作条件与生活水平；

减少贸易扭曲；

建立清晰、透明和互利的规则以规范其贸易；

Ensure a predictable commercial framework for business planning and investment;

确保为商业规划和投资提供可预测的商业框架；

Enhance the competitiveness of their firms in global markets;

提升 其企业在全球市场的竞争力；**以** 符合环境保护和保育的方式履行上述各项；

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 cooperation on environmental matters;

加强并执行环境法规，并在环境事务上深化合作；

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

保护、提升并落实基本工人权利，加强劳工事务合作，并基于各自在劳工事务上的国际承诺；

Promote sustainable development;

推动可持续发展；

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;

鼓励 在其领土内运营或受其管辖的企业遵循国际认可的企业社会责任标准与原则，并践行最佳实践；

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

促进广泛基础的经济发展以减少贫困；

Preserve their flexibility to safeguard the public welfare;

保持 其灵活性以保障公共福利；

and

and

Recalling the Agreement between the Government of Canada and the Government of Ukraine for the promotion and protection of investments, done at Ottawa on 24 October 1994;

回顾 加拿大政府与乌克兰政府于1994年10月24日在渥太华签署的促进和保护投资协议；

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

认识到 促进和保护一缔约方投资者在另一方领土内的投资将有助于刺激互惠互利的商业活动；

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 natural persons; and

认识到 鉴于文化商品和服务在社会身份与多样性以及自然人生活中的重要作用，各国必须保持维护、制定和实施其文化政策的能力，以加强文化多样性；

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

申明其承诺尊重民主的价值观和原则，并促进和保护《世界人权宣言》所确认的人权和基本自由。

Have agreed as follows:

达成如下协议：

Chapter 1: General provisions and definitions

第一章：一般规定和定义

Section A – General provisions

A节 - 一般规定

Article 1.1: Establishment of the Free Trade Area

第1.1条：自由贸易区的建立

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

本协定缔约方，遵循1994年关税及贸易总协定第二十四条，特此建立自由贸易区。

Article 1.2: Relation to Other Agreements

第一条第二款：与其他协定的关系

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.

1. 双方确认其根据《世贸组织协议》及双方均为缔约方的其他协定对彼此享有的现有权利与义务。

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

2. 若本协定与第1款所述协定之间存在任何不一致，以本协定为准，但本协定另有规定者除外。

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.

3. 《世贸组织协议》独家规范双方关于补贴及反倾销和反补贴措施申请的权利与义务，包括与此类事项相关的任何争议解决。

Article 1.3: Relation to Environmental and Conservation Agreements

第一条第三款：与环境及保护协定的关系

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-A (Multilateral Environment Agreements), the obligation in the agreement under Annex 1-A prevails provided that the measure taken is necessary to comply with that obligation, and is not applied

如果本协定的义务与缔约方在附件1-A（多边环境协定）所列协定中的义务不一致，则以附件1-A下协定的义务为准，前提是所采取的措施必须符合该义务，且不得以

in a manner that would constitute, where the same conditions prevail, arbitrary or unjustifiable discrimination or a disguised restriction on international trade.

在相同条件普遍存在的情况下构成任意或不合理的歧视或对国际贸易的变相限制的方式实施。

Article 1.4: Extent of Obligations

Each Party is fully responsible for the observance of all provisions of this Agreement and shall take reasonable measures that 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 and, in addition, in the case of Ukraine, local self-government bodies of oblasts.

第1.4条：义务范围

每一缔约方对本协定所有条款的遵守负有全部责任，并应采取其可能获得的合理措施，以确保其领土内的地方政府和当局遵守本协定条款，此外，就乌克兰而言，还包括州级地方自治机构，除非本协定另有规定。

Article 1.5: Reference to Other Agreements

When this Agreement refers to or incorporates by reference other agreements or legal instruments in whole or in part, those references include related footnotes, interpretative notes and explanatory notes. Unless the reference affirms existing rights, those references also include any successor agreements to which the Parties are party or amendments binding on the Parties.

第1.5条：对其他协定的引用

当本协定引用或通过引用纳入其他协定或法律文书（全部或部分）时，此类引用包括相关脚注、解释性说明和解释性注释。除非引用确认了现有权利，否则此类引用还包括双方作为缔约方的任何后续协定或对双方具有约束力的修正案。

Section B - General Definitions

B部分 - 一般定义

Article 1.6: Definitions of General Application

第1.6条：一般适用定义

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

citizen means a natural person who is a citizen of a Party under its legislation;

Joint Commission means the Joint Commission established under Article 16.1 (Joint Commission);

Coordinators means the Agreement Coordinators established under Article 16.2 (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 any 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;
- (b) an anti-dumping or countervailing duty that is applied pursuant to a Party's law;
- (c) a fee or other charge imposed consistently with Article VIII of the GATT 1994; or

1. 就本协定而言，除非另有规定：**公民** 指根据一缔约方立法具有该缔约方公民身份的自然人；

联合委员会指根据第16.1条（联合委员会）设立的联合委员会；

协调员指根据第16.2条（协议协调员）设立的协议协调员；

关税包括海关税或进口税，以及对货物进口征收或与之相关的任何形式的费用，包括与该进口相关的任何形式的附加税或附加费，但不包括：

- (a)与1994年关税与贸易总协定第三条第二款一致征收的、针对该缔约方同类、直接竞争或可替代货物的国内税等效收费，或针对用于全部或部分制造或生产进口商品的货物所征收的收费；

- (b) 根据一缔约方法律实施的反倾销或反补贴税；- (c) 符合1994年关税与贸易总协定第八条征收的费用或其他收费；或

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

- (d) 因进口数量限制、关税配额或关税优惠水平管理相关的招标制度而对进口商品提供或收取的溢价；

Customs Valuation Agreement means the Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994, contained in Annex 1A to the WTO Agreement;

海关估价协定 指《1994年关税与贸易总协定》第七条实施协定，包含于WTO协定附件1A；

days means calendar days;

日历日 指按日历计算的天数；

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

争端解决谅解 指《关于争端解决规则与程序的谅解》，包含于WTO协定附件2；

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

企业 指根据适用法律组建或组织的实体，无论是否以营利为目的，也无论所有权形式为私有或国有，包括公司、信托、合伙企业、独资企业、合资企业或其他协会；

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

现有的指在本协定生效之日已生效的；

GATS means the General Agreement on Trade in Services, contained in Annex 1B to the WTO Agreement;

GATS 指《服务贸易总协定》，包含在WTO协定附件1B中；

GATT 1994 means the General Agreement on Tariffs and Trade 1994, contained in Annex 1A to the WTO Agreement;

GATT 1994指《关税及贸易总协定1994》，包含在WTO协定附件1A中；

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

一方的货物 指根据GATT1994理解的国内产品或双方可能决定的此类货物，并包括该方的原产货物；

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;

协调制度 (HS) 指商品名称及编码协调制度，包括其总则、类注、章注和子目注释；**税目** 指协调制度目录中使用的四位数编码或其前四位数字；**措施**包括法律、法规、程序、要求或惯例；

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

national means a natural person who is a citizen or is a permanent resident of a Party;

国民 指身为缔约方公民或永久居民的自然人；

originating means qualifying as originating under the rules of origin set out in Chapter 3 (Rules of Origin);

原产指符合第三章（原产地规则）所规定原产地规则的要求；

permanent resident means a natural person who is a permanent resident of a Party under its applicable legislation;

永久居民指根据缔约方适用法律具有永久居民身份的自然人；

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;

一方的人 指一方的国民或企业；

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

卫生或植物卫生措施 指《实施卫生与植物卫生措施协定》附件A第1款所述的任何措施；

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

《实施卫生与植物卫生措施协定》 指包含在WTO协定附件1A中的《实施卫生与植物卫生措施协定》；

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

国有企业 指由一缔约方通过所有权权益拥有或控制的企业；

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

子目指协调制度税则中使用的六位数编号或其前六位数字；**关税分类** 指根据协调制度的章、税目或子目对货物或材料进行的分类；**关税减让表** 指附件2-B（国民待遇与市场准入-关税减让）；

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

tariff elimination schedule *means Annex 2-B (National Treatment and Market Access-Tariff Elimination);*

territory *means:*

领土 指:

- *(i) the land territory, air space, internal waters and territorial sea of the Party;*
- *(ii) the exclusive economic zone of the Party, as determined by its domestic law, consistent with Part V of UNCLOS; and*
- *(iii) the continental shelf of the Party, as determined by its law, consistent with Part VI of UNCLOS;*

• (i) 缔约方的陆地领土、领空、内水和领海；• (ii) 缔约方根据其国内法确定的专属经济区，并与《联合国海洋法公约》第五部分一致；以及• (iii) 缔约方根据其法律确定的大陆架，并与《联合国海洋法公约》第六部分一致；

UNCLOS means the United Nations Convention on the Law of the Sea done at Montego Bay on 10 December 1982;

WTO means the World Trade Organization;

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

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

Article 1.7: Country-specific Definitions

For the purposes of this Agreement, unless otherwise specified:

national government means:

- (a) with respect to Canada, the Government of Canada; and
- (b) with respect to Ukraine, the Government of Ukraine.

sub-national government means:

- (a) with respect of Canada, provincial, territorial, or local governments; and
- (b) with respect to Ukraine, local executive power bodies of oblasts, the autonomous Republic of Crimea and cities with special status.

UNCLOS指1982年12月10日在蒙特哥湾签订的《联合国海洋法公约》；

WTO指世界贸易组织；

世贸组织协议指1994年4月15日签署的《马拉喀什建立世界贸易组织协议》。

2. 就本协定而言，单数形式的词包含其复数形式，除非另有说明。

第1.7条：国别定义

就本协定而言，除非另有规定：**国家政府**指：

- (a) 对加拿大而言，指加拿大政府；及
- (b) 对乌克兰而言，指乌克兰政府。

地方政府means:

- (a) 就加拿大而言，指省、地区或地方政府；以及
- (b) 就乌克兰而言，指各州、克里米亚自治共和国和特殊地位城市的地方行政权力机构。

Annex 1-A: Multilateral Environmental Agreements

List of Multilateral Environmental Agreements both Parties are party to for the purposes of Article 1.3:

- (a) The Convention on International Trade in Endangered Species of Wild Fauna and Flora, done at Washington on 3 March 1973.
- (b) The Montreal Protocol on Substances that Deplete the Ozone Layer, done at Montreal on 16 September 1987.
- (c) The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, done at Basel on 22 March 1989.
- (d) The Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, done at Rotterdam on 10 September 1998.
- (e) The Stockholm Convention on Persistent Organic Pollutants, done at Stockholm on 22 May 2001.

Chapter 2: National treatment and market access

Article 2.1: Definitions

附件1-A：多边环境协定

为第一条第三款之目的，缔约双方均为缔约方的多边环境协定清单：

• (a)《濒危野生动植物种国际贸易公约》，1973年3月3日签订于华盛顿。• (b)《关于消耗臭氧层物质的蒙特利尔议定书》，1987年9月16日签订于蒙特利尔。• (c)《控制危险废物越境转移及其处置巴塞尔公约》，1989年3月22日签订于巴塞尔。• (d)《在国际贸易中对某些危险化学品和农药采用事先知情同意程序的鹿特丹公约》，1998年9月10日签订于鹿特丹。• (e)《关于持久性有机污染物的斯德哥尔摩公约》，2001年5月22日签订于斯德哥尔摩。

第2章：国民待遇和市场准入

第2.1条：定义

For the purposes of this Chapter:

Agreement on Agriculture means the Agreement on Agriculture, contained in Annex-1A of the WTO Agreement;

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

export subsidy means an export subsidy as defined in Article 1(e) of the Agreement on Agriculture.

就本章而言：

农业协定 指包含在世贸组织协议附件1A中的《农业协定》；

农产品 指列于《农业协定》附件1中的产品；

出口补贴 指《农业协定》第1条(e)款所定义的出口补贴。

Article 2.2: Scope and Coverage

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

第2.2条：范围和覆盖

本章适用于一缔约方的货物贸易，除非本协定另有规定。

Section A – National Treatment

A部分 – 国民待遇

Article 2.3 National Treatment

1. 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.

2. 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

第2.3条 国民待遇

1. 每一缔约方应根据1994年关税与贸易总协定第三条，给予另一缔约方货物国民待遇，为此目的，1994年关税与贸易总协定第三条被纳入本协定并成为其组成部分。

2. 缔约方根据第1款给予的待遇，就地方政府而言，意味着不低于该地方政府给予其所属缔约方的同类、直接竞争或可替代货物的最优惠待遇。

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.

地方政府对所属缔约方的同类、直接竞争或可替代货物，视情况而定。

3. This Article does not apply to a measure set out in Annex 2-A (Exceptions to Articles 2.3 and 2.5).

3. 本条不适用于附件2-A（第2.3条和第2.5条的例外）中列出的措施。

Section B – Tariffs

B部分 – 关税

Article 2.4: Tariff Elimination on Imports

第2.4条：进口关税的取消

1. Except as otherwise provided in this Agreement, a Party may not increase an existing customs duty, or adopt a customs duty, on an originating good.

1. 除本协定另有规定外，一缔约方不得提高现有关税，也不得对原产货物征收关税。

2. 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-B (Tariff Elimination).

2. 除本协定另有规定外，每一缔约方应按照附件2-B的附表（关税取消）逐步取消其对原产货物的关税。

3. 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 accordance with the Schedule to Annex 2-B (Tariff Elimination) and the applied most-favoured-nation (MFN) rate.

3. 在关税取消过程中，每一缔约方应对双方之间交易的原产货物适用以下两种税率中较低者：根据附件2-B的附表（关税取消）确定的税率与适用的最惠国(MFN)税率比较后的结果。

4. At the request of a Party, the Parties shall discuss accelerating the elimination of customs duties set out in their Schedules to Annex 2-B

4. 应一缔约方请求，双方应讨论加速取消其附件2-B附表中列明的关税。

or incorporating into a Party's Schedule a good that is not subject to tariff elimination. An agreement between the Parties to accelerate the elimination of a customs duty on a good or to include a good in a Party's Schedule to Annex 2-B shall supersede a duty rate or staging category determined pursuant to a Schedule for that good when approved by each Party in accordance with its applicable internal procedures.

或将未纳入关税取消的货物列入缔约方减让表。双方就加速取消某货物关税或将该货物纳入附件2-B缔约方减让表达成的协议，经各缔约方根据其适用内部程序批准后，应取代原减让表对该货物确定的税率或分阶段类别。

5. For greater certainty, a Party may:

5. 为更加明确起见，缔约方可：

- (a) modify a tariff outside this Agreement on a good for which no tariff preference is claimed under this Agreement;
- (b) increase a customs duty to the level established in its Schedule to Annex 2-B following a unilateral reduction;
- (c) maintain or increase a customs duty as authorized by this Agreement, the Dispute Settlement Body of the WTO or any agreement under the WTO Agreement; or
- (d) create a new tariff line more specific than the subheading level, provided that the Party does not impose customs duties on a good classified under that new tariff line greater than the rate of customs duty applicable to the good under the Party's Schedule to Annex 2-B before the new tariff line was created.

• (a) 修改本协定之外某项货物的关税，且该货物未根据本协定主张关税优惠；
• (b) 将关税提高至其附件2-B附表中规定的水平，此前已单边削减；• (c) 维持或提高关税，此举经本协定、世界贸易组织争端解决机构或世贸组织协议项下任何协议授权；或• (d) 创建比子目级别更具体的新税目，前提是该缔约方对新税目下归类的货物征收的关税不得超过创建新税目前该货物在缔约方附件2-B附表中适用的关税税率。

Section C – Non-Tariff Measures

C部分 – 非关税措施

Article 2.5: Import and Export Restrictions

1. 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.

2. The rights and obligations of the GATT 1994 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.

3. If 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

第2.5条：进出口限制

1. 除本协定另有规定外，缔约方不得对另一方的货物进口或对运往另一方领土的货物出口或销售供出口采取或维持禁止或限制措施，除非符合1994年关税与贸易总协定第十一条的规定。为此，1994年关税与贸易总协定第十一条已纳入本协定并成为其组成部分。

2. 第1段所纳入的1994年关税与贸易总协定的权利与义务禁止：

- (a) 在禁止其他形式限制的情况下实施出口价格要求；及
- (b) 进口价格要求，但为执行反补贴和反倾销令及承诺而允许的情况除外。

3. 如一缔约方对来自或输往非缔约方的货物采取或维持进口或出口禁止或限制，本协定不阻止该缔约方：

- (a) 限制或禁止从另一方领土进口该非缔约方的货物；或

- (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.

- (b) 要求作为缔约方货物出口至另一方领土的条件，该货物未经在另一方领土消费，不得直接或间接再出口至非缔约方。

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

4. 如一缔约方对从非缔约方进口的货物采取或维持禁止或限制措施，应另一方的请求，双方应进行讨论，以避免对另一方的定价、营销或分销安排造成不当干扰或扭曲。

5. This Article does not apply to a measure set out in Annex 2-A (Exceptions to Articles 2.3 and 2.5).

5. 本条不适用于附件2-A（第2.3条和第2.5条的例外）中列出的措施。

Article 2.6: Customs User Fees and Similar Charges

第2.6条：海关使用费及类似费用

1. A Party shall not adopt or maintain a fee or charge imposed on or in connection with importation of a good of the other Party, except in accordance with Article VIII of the GATT 1994, and to this end Article VIII of the GATT 1994 is incorporated into and made part of this Agreement.

1. 缔约方不得对另一方货物的进口或与进口相关的行为采取或维持任何费用或收费，除非符合《1994年关税与贸易总协定》第八条的规定。为此，《1994年关税与贸易总协定》第八条被纳入本协定并构成本协定的一部分。

2. 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" in Article 1.6 (Definitions of General Application).

2. 第1款不妨碍一缔约方根据第1.6条（一般适用定义）中"关税"定义的第(a)、(b)或(d)项规定征收关税或费用。

Article 2.7: Balance-of Payments Exception

1. The Parties shall endeavour to avoid the imposition of restrictive measures for balance-of-payments purposes.

2. A Party in serious balance-of-payments difficulties, or under imminent threat thereof, may, in accordance with the conditions established under the GATT 1994, the Understanding on the Balance-of-Payments Provisions of the GATT 1994 and the Declaration on Trade Measures Taken for Balance of Payments Purposes, adopt a trade restrictive measure, which shall be of limited duration and non-discriminatory and shall not go beyond what is necessary to remedy the balance-of-payments situation.

3. Before adopting a measure pursuant to paragraph 2, the Party shall notify the other Party.

4. The Party adopting the measure shall immediately consult the other Party and shall make every effort to hold such consultations before adopting the measure.

5. A measure under this Article shall not impair the relative benefits accorded to the other Party under this Agreement.

6. For greater certainty, the balance-of-payments exception contained in this Article applies only to balance-of-payments measures imposed on trade in goods.

第2.7条：国际收支例外

1. 双方应尽力避免为国际收支目的实施限制性措施。

2. 缔约方在面临严重国际收支困难或迫在眉睫的威胁时，可依据1994年关税与贸易总协定、《1994年关税与贸易总协定国际收支条款谅解》及《为国际收支目的采取的贸易措施宣言》所确立的条件，采取一项贸易限制措施。该措施应具有有限期限且非歧视性，且不得超过纠正国际收支状况所需的必要限度。

3. 在依据第2款采取措施前，该缔约方应通知另一缔约方。

4. 采取措施的缔约方应立即与另一方协商，并尽一切努力在采取措施前进行此类磋商。

5. 本条款项下的措施不得损害另一方根据本协定享有的相对利益。

6. 为更加明确起见，本条款所含的国际收支例外仅适用于对货物贸易实施的国际收支措施。

Article 2.8: Customs Valuation

The Customs Valuation Agreement governs the customs valuation rules applied by the Parties to their reciprocal trade. A Party shall not make use, in its reciprocal trade, of the options and reservations permitted under Article 20 and paragraphs 2, 3 and 4 of Annex III of the Customs Valuation Agreement.

第2.8条：海关估价

《海关估价协定》规范缔约方在互惠贸易中适用的海关估值规则。缔约方不得在其互惠贸易中利用《海关估价协定》第20条及附件三第2、3、4款所允许的选项和保留。

Article 2.9: Customs Duties on Exports

For greater certainty, each Party may apply export duties, in accordance with their rights and obligations under the WTO.

第2.9条：出口关税

为进一步明确，每一缔约方可依据其在世界贸易组织下的权利与义务征收出口关税。

Article 2.10: Agriculture Export Subsides

A Party shall not adopt or maintain an export subsidy on an agricultural good that is exported, or incorporated in a product that is exported, to the territory of the other Party after the other Party has, immediately or after the transitional period, fully eliminated the tariff, on that agricultural good in accordance with Annex 2-B.

第2.10条：农业出口补贴

缔约方不得对出口至另一方领土的农产品，或在过渡期结束后立即或完全按照附件2-B取消该农产品关税后出口至另一方领土的产品中所含的农产品，采取或维持出口补贴。

Article 2.11: Special Safeguard on Agricultural Goods

A Party may not apply duties under Article V of the WTO Agreement on Agriculture on goods of the other Party that are subject to tariff elimination under Annex 2-B, including its tariff schedule.

第2.11条：农产品特殊保障措施

缔约方不得根据WTO农业协定第五条对另一方领土内根据附件2-B（包括其关税减让表）实施关税取消的货物征收关税。

Article 2.12: 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.

第2.12条：蒸馏酒

缔约方不得采取或维持要求将从另一方领土进口用于装瓶的蒸馏酒与该缔约方生产的蒸馏酒混合的措施。

Section D – Institutional Provisions

D部分 – 机构条款

Article 2.13: Committee on Trade in Goods and Rules of Origin

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

第2.13条：货物贸易和原产地规则委员会1. 双方特此设立货物贸易和原产地规则委员会，由每一缔约方的政府代表组成。

2. The Committee shall meet at the request of a Party or the Joint Commission to consider any matter arising under this Chapter, Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation) or Chapter 5 (Emergency Action) but not less than once every two years from the date of entry into force of this Agreement, unless otherwise decided by the Parties.

2. 委员会应在一缔约方或联合委员会请求时召开会议，审议本章、第三章（原产地规则和原产地程序）、第四章（贸易便利化）或第5章（紧急行动）项下产生的任何事项，但自本协定生效之日起每两年至少召开一次，除非双方另有决定。

3. The Committee's functions shall include:

- (a) promoting trade in goods between the Parties, including through discussions on accelerating tariff elimination under this Agreement and other issues as appropriate;

3. 委员会的职能应包括：

- (a) 促进双方之间的货物贸易，包括通过讨论加速本协定下的关税取消及其他适当议题；

- (b) promptly addressing barriers to trade in goods between the Parties, especially those related to the application of non-tariff measures, and, if appropriate, referring those matters to the Joint Commission for its consideration;
- (c) recommending to the Joint Commission a modification of or addition to this Chapter, Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation), Chapter 5 (Emergency Action), or any other provision of this Agreement related to the Harmonized System; and
- (d) considering any other matter referred to it by a Party relating to the implementation and administration by the Parties of this Chapter, Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation) or Chapter 5 (Emergency Action).

4. The Parties hereby establish a Sub-Committee on Agriculture that shall:

- (a) except as otherwise provided in this Chapter, meet within 60 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 any matter under sub-paragraph (b) on which it has been unable to reach an understanding; and

- (b) 及时解决双方之间货物贸易的障碍，特别是与非关税措施应用相关的障碍，并在适当时将这些问题提交联合委员会审议；
- (c) 向联合委员会建议修改或增补本章、第三章（原产地规则和原产地程序）、第四章（贸易便利化）、第5章（紧急行动）或本协定中与协调制度相关的其他条款；以及
- (d) 审议缔约方提交的与双方实施和管理本章、第三章（原产地规则和原产地程序）、第四章（贸易便利化）或第5章（紧急行动）相关的任何其他事项。

4. 双方特此设立农业分委会，其职责包括：

- (a) 除本章另有规定外，应在一缔约方提出请求后60天内会晤；
- (b) 为双方提供一个论坛，以讨论本协定农产品实施过程中产生的问题；
- (c) 将未能达成谅解的第(b)项下的任何事项提交委员会；及

- (d) report to the Committee for its consideration an understanding under this paragraph.

5. At the request of a Party, the Parties shall convene 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.

Annex 2-A: Exceptions to Articles 2.3 and 2.5

Canadian Measures

Articles 2.3 and 2.5 do not apply to:

- (a) a measure, including that measure's continuation, prompt renewal or amendment, in respect of the following:
  - (i)the export of logs of all species;
  - (ii)the export of unprocessed fish pursuant to applicable provincial legislation;
  - (iii)the importation of a goods of the prohibited provisions of tariff items 9897.00.00, 9898.00.00 and 9899.00.00 referred to in the Schedule of the Customs Tariff;

- (d) 向委员会报告本段达成的谅解，供其审议。

5. 应一缔约方请求，双方应召集负责海关、移民、食品和农产品检验、边境检查设施或运输监管的官员举行会议，以解决与货物通过双方入境口岸流动相关的问题。

附件2-A：第2.3条和第2.5条的例外

加拿大措施

第2.3条和第2.5条不适用于：

- (a) 一项措施，包括该措施的延续、及时续期或修正，涉及以下方面：
  - (i)所有物种的原木出口；
  - (ii)根据适用的省级立法，未加工鱼类的出口；
  - (iii)进口关税税则表中9897.00.00、9898.00.00和9899.00.00关税项目所指的禁止条款货物；

- (iv)Canadian excise duties on absolute alcohol used in manufacturing under the provisions of the Excise Act, 2001, S.C. 2002, c. 22, as amended;
- (v)the use of ships in the coasting trade of Canada;
- (vi)the internal sale and distribution of wine and distilled spirits; or

- (b) an action by Canada authorized by the Dispute Settlement Body of the WTO in a dispute between the Parties under the WTO Agreement.

Annex 2-B: Tariff Elimination

1. As provided in each Party's Schedule attached to this Annex, the following staging categories apply to the elimination or reduction of customs duties by each Party pursuant to Article 2.4(2):

- (a) duties on originating goods shall be eliminated entirely and these goods shall be duty-free on the date this Agreement enters into force and each subsequent year, as follows:
  - (i) for Ukraine, for goods provided for in the items in staging category 0 in the Schedule of Ukraine, and

- (iv)根据修订后的2001年消费税法（S.C. 2002, c. 22）条款，对用于制造的纯酒精征收的加拿大消费税；• (v)在加拿大沿海贸易中使用船舶；• (vi)葡萄酒和蒸馏酒的内部销售及分销；或

• (b) 由世界贸易组织争端解决机构在双方根据世贸组织协议产生的争端中授权加拿大采取的行动。

附件2-B：关税消除

1. 根据本附件所附各缔约方减让表的规定，以下分阶段类别适用于各缔约方根据第2.4(2)条取消或降低海关关税：

• (a) 原产货物的关税应完全取消，且这些货物自本协定生效之日起及后续年份均应免税，具体如下：

  - (i) 对于乌克兰，适用于乌克兰关税减让表中分阶段类别0项目下的货物，以及

- (ii) for Canada, for goods of Chapters 1 through 97 of the Harmonised System that provide for an MFN rate of customs duty and that are not listed in the Schedule of Canada;

- (ii) 对于加拿大，适用于协调制度第1章至第97章中规定最惠国关税税率且未列入加拿大关税减让表的货物；

- (b) duties on originating goods provided for in the items in staging category 1 in a Party's Schedule shall be eliminated in two equal stages beginning on the date this Agreement enters into force, and these goods shall be duty-free, effective January 1 of year two. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

- (b) 缔约方减让表中阶段类别1项下原产货物的关税应自本协定生效之日起分两个等量阶段取消，且这些货物自第二年1月1日起免税。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

  - (i) year one: one-half of the base rate
  - (ii) year two and each subsequent year: duty-free

  - (i) 第一年：基准税率的二分之一
  - (ii) 第二年及后续年份：免税

- (c) duties on originating goods provided for in the items in staging category 3 in a Party's Schedule shall be eliminated in four equal stages beginning on the date this Agreement enters into force, and these goods shall be duty-free, effective January 1 of year four. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

- (c) 缔约方减让表中阶段类别3项下原产货物的关税应自本协定生效之日起分四个等量阶段取消，且这些货物自第四年1月1日起免税。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

  - (i) year one: three-quarters of the base rate
  - (ii) year two: one-half of the base rate
  - (iii) year three: one-quarter of the base rate

  - (i) 第一年：基准税率的四分之三
  - (ii) 第二年：基准税率的二分之一
  - (iii) 第三年：基准税率的四分之一

- (iv) year four and each subsequent year: duty-free

- (d) duties on originating goods provided for in the items in staging category 5 in a Party's Schedule shall be eliminated in six equal stages beginning on the date this Agreement enters into force, and these goods shall be duty-free, effective January 1 of year six. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

  - (i) year one: five-sixths of the base rate
  - (ii) year two: two-thirds of the base rate
  - (iii) year three: one-half of the base rate
  - (iv) year four: one-third of the base rate
  - (v) year five: one-sixth of the base rate
  - (vi) year six and each subsequent year: duty-free

- (e) duties on originating goods provided for in the items in staging category 7 in a Party's Schedule shall be eliminated in eight equal stages beginning on the date this Agreement enters into force, and these goods shall be duty-free, effective January 1 of year eight. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

- (iv) 第四年及后续年份：免税

- (d) 缔约方减让表中分期类别5所列项目的原产货物关税，应自本协议生效之日起分六个等额阶段逐步取消，且这些货物自第六年1月1日起生效时实现免税。为明确起见，各缔约方减让表中标明的关税税率占基准税率的比例应如下：

  - (i) 第一年：基准税率的六分之五
  - (ii) 第二年：基准税率的三分之二
  - (iii) 第三年：基准税率的二分之一
  - (iv) 第四年：基准税率的三分之一
  - (v) 第五年：基准税率的六分之一
  - (vi) 第六年及后续年份：免税

- (e) 缔约方减让表中分期类别7项下原产货物的关税应自本协议生效之日起分八个等额阶段取消，且这些货物自第八年1月1日起生效免税。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

- (i) year one: seven-eighths of the base rate
- (ii) year two: three-quarters of the base rate
- (iii) year three: five-eighths of the base rate
- (iv) year four: one-half of the base rate
- (v) year five: three-eighths of the base rate
- (vi) year six: one-quarter of the base rate
- (vii) year seven: one-eighth of the base rate
- (viii) year eight and each subsequent year: duty-free

- (f) duties on originating goods provided for in the items in staging category 5A in a Party's Schedule shall be reduced by one-fifth (twenty per cent) of the base-rate in six equal stages beginning on the date this Agreement enters into force, and the rate of customs duty applicable to these goods shall be four-fifths of the base rate, effective January 1 of year six. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:
  - (i) year one: twenty-nine-thirtieths of the base rate
  - (ii) year two: fourteen-fifteenths of the base rate
  - (iii) year three: nine-tenths of the base rate
  - (iv) year four: thirteen-fifteenths of the base rate
  - (v) year five: five-sixths of the base rate

• (i) 第一年：基准税率的八分之七• (ii) 第二年：基准税率的四分之三• (iii) 第三年：基准税率的八分之五• (iv) 第四年：基准税率的二分之一• (v) 第五年：基准税率的八分之三• (vi) 第六年：基准税率的四分之一• (vii) 第七年：基准税率的八分之一• (viii) 第八年及以后每年：免税

• (f) 缔约方减让表中分期类别5A项下原产货物的关税应自本协定生效之日起，分六个等额阶段削减基准税率的五分之一（百分之二十），且自第六年1月1日起生效时，适用于这些货物的关税税率应为基准税率的五分之四。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

• (i) 第一年：基准税率的三十之二十九• (ii) 第二年：基准税率的十五之十四• (iii) 第三年：基准税率的十分之九• (iv) 第四年：基准税率的十五之十三• (v) 第五年：基准税率的六分之五

- (vi) year six and each subsequent year: four-fifths of the base rate

- (g) duties on originating goods provided for in the items in staging category 5B in a Party's Schedule shall be reduced by three-tenths (thirty per cent) of the base-rate in six equal stages beginning on the date this Agreement enters into force, and the rate of customs duty applicable to these goods shall be seven-tenths of the base rate, effective January 1 of year six. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

  - (i) year one: nineteen-twentieths of the base rate
  - (ii) year two: nine-tenths of the base rate
  - (iii) year three: seventeen-twentieths of the base rate
  - (iv) year four: four-fifths of the base rate
  - (v) year five: three-quarters of the base rate
  - (vi) year six and each subsequent year: seven-tenths of the base rate

- (h) duties on originating goods provided for in the items in staging category 5C in a Party's Schedule shall be reduced by one-half (fifty per cent) of the base-rate in six equal stages beginning on the date this Agreement enters into force, and the

- (vi) 第六年及后续年份：基准税率的五分之四

- (g) 缔约方减让表中分期类别5B项下原产货物的关税应以基准税率的十分之三（百分之三十）为减让幅度，自本协定生效之日起分六个等额阶段削减，且自第六年1月1日起生效时，这些货物适用的关税税率应为基准税率的十分之七。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

  - (i) 第一年：基准税率的二十分之十九
  - (ii) 第二年：基准税率的十分之九
  - (iii) 第三年：基准税率的二十分之十七
  - (iv) 第四年：基准税率的五分之四
  - (v) 第五年：基准税率的四分之三
  - (vi) 第六年及后续每一年：基准税率的十分之七

- (h) 缔约方减让表中分期类别5C项下原产货物的关税应自本协定生效之日起分六个等额阶段削减基准税率的二分之一（50%），且

rate of customs duty applicable to these goods shall be one-half of the base rate, effective January 1 of year six. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

- (i) year one: eleven-twelfths of the base rate
- (ii) year two: five-sixths of the base rate
- (iii) year three: three-quarters of the base rate
- (iv) year four: two-thirds of the base rate
- (v) year five: seven-twelfths of the base rate
- (vi) year six and each subsequent year: one-half of the base rate

第六年1月1日起，这些货物适用的关税税率应为基准税率的二分之一。为明确起见，每一缔约方减让表中所示关税税率占基准税率的比例应如下：

• (i) 第一年：基准税率的十二分之十一• (ii) 第二年：基准税率的六分之五• (iii) 第三年：基准税率的四分之三• (iv) 第四年：基准税率的三分之二• (v) 第五年：基准税率的十二分之七• (vi) 第六年及后续年份：基准税率的二分之一

- (i) duties on originating goods provided for in the items in staging category 7A in a Party's Schedule shall be reduced by one-fifth (twenty per cent) of the base-rate in eight equal stages beginning on the date this Agreement enters into force, and the rate of customs duty applicable to these goods shall be four-fifths of the base rate, effective January 1 of year eight. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

  - (i) year one: thirty nine-fortieths of the base rate
  - (ii) year two: nineteen-twentieths of the base rate

• (i) 缔约方减让表中7A类分期类别项下原产货物的关税，应自本协定生效之日起分八个等额阶段削减基准税率的五分之一（百分之二十），且自第八年1月1日起生效，适用于这些货物的关税税率应为基准税率的五分之四。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

• (i) 第一年：基准税率的四十分之三十九• (ii) 第二年：基准税率的二十分之十九

- (iii) year three: thirty seven-fortieths of the base rate
- (iv) year four: nine-tenths of the base rate
- (v) year five: seven-eighths of the base rate
- (vi) year six: seventeen-twentieths of the base rate
- (vii) year seven: thirty three-fortieths of the base rate
- (viii) year eight and each subsequent year: four-fifths of the base rate

- (j) duties on originating goods provided for in the items in staging category 7B in a Party's Schedule shall be reduced by one-half (fifty per cent) of the base-rate in eight equal stages beginning on the date this Agreement enters into force, and the rate of customs duty applicable to these goods shall be one-half of the base rate, effective January 1 of year eight. For greater certainty, the rate of customs duty as a fraction of the base rate indicated in each Party's Schedule shall be as follows:

- (i) year one: fifteen-sixteenths of the base rate
- (ii) year two: seven-eighths of the base rate
- (iii) year three: thirteen-sixteenths of the base rate
- (iv) year four: three-quarters of the base rate
- (v) year five: eleven-sixteenths of the base rate
- (vi) year six: five-eighths of the base rate

• (iii) 第三年：基准税率的三十七分之四十• (iv) 第四年：基准税率的十分之九• (v) 第五年：基准税率的八分之七• (vi) 第六年：基准税率的二十分之十七• (vii) 第七年：基准税率的四十分之三十三• (viii) 第八年及以后每年：基准税率的五分之四

• (j) 缔约方减让表中分期类别7B所列项目的原产货物的关税应以基准税率的二分之一（50%）为减让幅度，自本协定生效之日起分八个等额阶段逐步降低，且自第八年1月1日起，此类货物的适用关税税率应为基准税率的二分之一。为明确起见，各缔约方减让表中所示关税税率占基准税率的比例应如下：

• (i) 第一年：基准税率的十六分之十五• (ii) 第二年：基准税率的八分之七• (iii) 第三年：基准税率的十六分之十三• (iv) 第四年：基准税率的四分之三• (v) 第五年：基准税率的十六分之十一• (vi) 第六年：基准税率的八分之五

- (vii) year seven: nine-sixteenths of the base rate
- (viii) year eight and each subsequent year: one-half of the base rate

- (k) goods provided for in the items in staging category E in a Party's Schedule are excluded from obligations regarding customs duties.

2. Tariff rate quota for pork:

- (a) Originating goods in the following aggregate quantities and provided for in items listed with the notation "TRQ Pork" in the Schedule of Ukraine shall be duty-free in the years specified below:

Year	Annual Aggregate Quantity (Metric Tonnes, net weight)
1	10,000 MT
2	11,429 MT
3	12,857 MT
4	14,286 MT
5	15,714 MT
6	17,143 MT

- (vii) 第七年：基准税率的十六分之九• (viii) 第八年及后续年份：基准税率的二分之一

- (k) 缔约方减让表中分期类别E所列项目的货物免于承担关税义务。

2. 猪肉关税配额：

- (a) 乌克兰关税表中标注为"猪肉关税配额"的项目所列的原产货物，在以下规定的年份内，以以下总量进口可享受免税待遇：

Year	年度总数量（公吨，净重）
1	10,000 MT
2	11,429 MT
3	12,857 公吨
4	14,286 公吨
5	15,714 公吨
6	17,143 公吨

Year	Annual Aggregate Quantity (Metric Tonnes, net weight)
7	18,571 MT
8 and each subsequent year	20,000 MT

- (b) Duties on originating goods entered in aggregate quantities in excess of the aggregate quantities in subparagraph (a) shall be subject to a rate of customs duty no higher than the base rate of duty specified for that item in the Schedule of Ukraine.
- (c) Ukraine shall administer this tariff rate quota pursuant to paragraph 3.
- (d) Following entry into force of this Agreement, should Ukraine accord to another country more favourable treatment on the tariff items listed in subparagraph (e), at the request of a Party, the Parties shall hold consultations to discuss providing to Canada the treatment accorded to those goods of the other country.
- (e) Subparagraphs (a), (b), (c) and (d) shall apply to the following items:
- 0203.21.10.00, 0203.21.90.00, 0203.22.11.00, 0203.22.19.00, 0203.22.90.00, 0203.29.11.00, 0203.29.13.00, 0203.29.15.00, 0203.29.55.00,

Year	年度总数量（公吨，净重）
7	18,571公吨
8及后续各 year	20,000公吨

- (b) 对于超出子段落(a)规定总量的原产货物，其关税税率不得高于乌克兰关税表中为该货物项目规定的基本关税税率。
- (c) 乌克兰应根据第3段管理此关税配额。
- (d) 本协定生效后，若乌克兰对子段落(e)所列关税项目给予其他国家更优惠待遇，应一缔约方请求，双方应进行磋商，讨论是否将给予该其他国家货物的待遇同样给予加拿大。
- (e) 子段落(a)、(b)、(c)及(d)应适用于下列项目：
- 0203.21.10.00, 0203.21.90.00, 0203.22.11.00, 0203.22.19.00, 0203.22.90.00, 0203.29.11.00, 0203.29.13.00, 0203.29.15.00, 0203.29.55.00,

0203.29.59.00, 0203.29.90.00, 0206.41.00.00, 0206.49.00.00 0209.10.11.00.

3. Administration and implementation of the tariff rate quota:

- (a) Ukraine shall implement and administer its TRQ established under this Annex in accordance with this Agreement, Articles I and XIII of the GATT 1994, and the WTO Agreement on Import Licensing Procedures.
- (b) Ukraine shall ensure that:
  - (i) its procedures for administering its TRQ are transparent, made available to the public, administered in a timely manner, non-discriminatory, responsive to market conditions, and no more administratively burdensome than necessary;
  - (ii) any person of a Party that fulfills Ukraine's legal and administrative requirements shall be eligible to utilize Ukraine's TRQ;
  - (iii) the TRQ is administered exclusively by its national government, and that this administration is not delegated to another person; and,

0203.29.59.00、0203.29.90.00、0206.41.00.00、0206.49.00.00 0209.10.11.00。

3. 关税配额的管理和实施：

• (a) 乌克兰应根据本协定、1994年关贸总协定第一条和第十三条以及WTO进口许可程序协议，实施和管理本附件项下设立的关税配额。

• (b) 乌克兰应确保：

  • (i) 其管理关税配额的程序透明、向公众提供、以及时方式实施、非歧视性、对市场条件作出反应，且行政负担不超过必要限度；

  • (ii) 任何满足乌克兰法律和行政要求的缔约方个人均有资格利用乌克兰的关税配额；

  • (iii) 关税配额由其国家政府独家管理，且该管理权不得委托给其他个人；以及，

- (iv) every effort is made to administer its TRQ in a manner that facilitates trade and allows importers to fully utilize it;

- (c) In year one, the applicable annual quantities shall be made available starting on the date this Agreement enters into force until December 31 of the year this Agreement enters into force. From year two and in each subsequent year, the applicable annual quantities shall be made available from January 1 until December 31 of each calendar year.
- (d) All TRQ quantities shall enter Ukraine on a first-come, first-served basis.
- (e) During the course of each year, the administering authority of Ukraine shall publish, in a timely and ongoing fashion on its designated publicly available internet site, administration procedures, utilisation rates, and remaining available quantities for the TRQ established under this Agreement.
- (f) When the actual annual quantities imported under the TRQ reach the annual aggregate quantities of a tariff rate quota in a given year, Ukraine shall publish a notice to this effect on its designated publicly available website within 10 days.

- (iv) 尽一切努力以促进贸易并允许进口商充分利用关税配额的方式管理其关税配额；

- (c) 在第一年，适用的年度数量应自本协定生效之日起至本协定生效当年的12月31日期间提供。从第二年及后续年份起，适用的年度数量应自每年1月1日起至该日历年12月31日期间提供。
- (d) 所有关税配额数量应按照先到先得原则进入乌克兰。
- (e) 在每一年度内，乌克兰的管理机构应在其指定的公开可用互联网站点上及时持续公布本协定项下设立的关税配额的管理程序、利用率和剩余可用数量。
- (f) 当某一年度在关税配额下实际进口的年度总量达到该年度关税配额的年度总量时，乌克兰应在其指定的公开可用网站上10天内发布一份关于此事的通知。

- (g) Canada shall notify Ukraine if any Canadian-issued documentation requirements are established for products exported from Canada under a tariff rate quota pursuant to this Agreement.
- (h) If Ukraine receives notification as pursuant to subparagraph (g), Ukraine shall allow only those products accompanied by that documentation to enter under the applicable TRQ.
- (i) Upon entry into force of this Agreement, each Party shall designate a contact point to facilitate communication on TRQ-related matters and provide the contact point information to the other Party.
- (j) Ukraine shall not condition application for or use of an in-quota quantity under a TRQ on the re-export of an agricultural good or any specified end use.
- (k)Ukraine shall not count non-commercial shipments toward the in-quota aggregate quantity under a TRQ.
- (l) Upon the written request of a Party, the Parties shall, within 30 days, convene a meeting of the Sub-Committee on Agriculture to discuss the administration of a TRQ established under this Agreement in order to arrive at a mutually satisfactory resolution.

4. For the purposes of this Annex and each Party's Schedule:

- (g) 加拿大应通知乌克兰，是否根据本协定为在关税配额下从加拿大出口的产品制定了任何加拿大签发的文件要求。• (h) 如果乌克兰收到根据子段落(g)的通知，乌克兰应仅允许那些附有该文件的产品在适用的关税配额下进入。
- (i) 本协定生效时，每一缔约方应指定一个联络点，以便利关税配额相关事宜的沟通，并向另一方提供联络点信息。
- (j) 乌克兰不得以农产品的再出口或任何特定最终用途为条件，对关税配额下的配额内数量申请或使用施加限制。
- (k) 乌克兰不得将非商业运输计入关税配额下的配额内总量。
- (l) 应一缔约方的书面请求，双方应在30天内召开农业分委会会议，讨论本协定项下设立的关税配额管理问题，以期达成双方满意的解决方案。

4. 就本附件及每一缔约方减让表而言：

- (a) the tariff reduction for year one shall take effect on the date of entry into force of this Agreement as provided for in Article 19.5 (Entry into Force). Beginning in year two, each annual stage of tariff reduction shall take effect on January 1 of each year;
- (b) year one means the period of time beginning on the date of entry into force of this Agreement and ending on December 31 of the same calendar year as the date of entry into force;
- (c) year two means the 12-month period beginning January 1 of the calendar year immediately following the date this Agreement enters into force and ending on December 31 of that same calendar year;
- (d) year three means the 12-month period beginning on the second January 1 following the date of entry into force of this Agreement and ending on December 31 of that same calendar year;
- (e) year four means the 12-month period beginning on the third January 1 following the date of entry into force of this Agreement and ending on December 31 of that same calendar year;
- (f) year five means the 12-month period beginning on the fourth January 1 following the date of entry into force of this

- (a) 第一年的关税削减应按照第19.5条（生效）规定于本协定生效之日起实施。自第二年起，每一年的关税削减阶段应于每年1月1日生效；
- (b) 第一年 指从本协定生效之日开始至与该生效日期同属一个日历年的12月31日结束的时间段；
- (c) 第二年 指从本协定生效后紧接着的日历年的1月1日开始至该日历年的12月31日结束的12个月期间；
- (d) 第三年 指从本协定生效后的第二个1月1日开始至该日历年的12月31日结束的12个月期间；
- (e) 第四年 指从本协定生效后的第三个1月1日开始至该日历年的12月31日结束的12个月期间；
- (f) 第五年指自本协定生效之日后的第四个1月1日起始的12个月期间

Agreement and ending on December 31 of that same calendar year;

至同一日历年12月31日结束；

- (g) year six means the 12-month period beginning on the fifth January 1 following the date of entry into force of this Agreement and ending on December 31 of that same calendar year;

- (g) 第六年 指自本协定生效之日后第五个1月1日起至同一日历年的12月31日止的12个月期间；

- (h) year seven means the 12-month period beginning on the sixth January 1 following the date of entry into force of this Agreement and ending on December 31 of that same calendar year; and

- (h) 第七年 指自本协定生效之日后第六个1月1日起至同一日历年的12月31日止的12个月期间；及

- (i) year eight means the 12-month period beginning on the seventh January 1 following the date of entry into force of this Agreement and ending on December 31 of that same calendar year.

- (i) 第八年 指自本协定生效之日后第七个1月1日起至同一日历年的12月31日止的12个月期间。

5. For Canada, the base rate for determining the interim staged rate of customs duty for an item shall be the MFN rate of customs duty applied on January 1, 2010. For Ukraine, the base rate for determining the interim staged rate of customs duty shall be the MFN rate of customs duty applied on January 1, 2011.

5. 对于加拿大，确定某项货物关税临时分阶段税率的基准税率应为2010年1月1日适用的最惠国关税税率。对于乌克兰，确定关税临时分阶段税率的基准税率应为2011年1月1日适用的最惠国关税税率。

6. For the purpose of the elimination of customs duties in accordance with Article 2.4, interim staged rates of customs duty shall be rounded down at least to the nearest tenth of a percentage point or,

6. 为根据第2.4条消除关税之目的，关税的临时分阶段税率应至少四舍五入至最接近的十分之一百分点，或

if the customs rate of duty is expressed in monetary units, at least to the nearest 0.001 of the official monetary unit of the Party.

7. For the purpose of this Agreement:

- (a) Canada's Schedule is authentic in the English and French languages; and
- (b) Ukraine's Schedule is authentic in the Ukrainian language

Text of the Canada–Ukraine Free trade agreement – Chapter 3: Rules of origin and origin procedures

Section A – General Provisions

Article 3.1: Definitions

For the purposes of this Chapter:

aquaculture
means the farming of aquatic organisms, including fish, molluscs, crustaceans, other aquatic invertebrates and aquatic plants, from 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;

classified
means the classification of a product under a particular heading or subheading of the Harmonized System;

customs authority
means any governmental authority that is responsible under the law of a Party for the administration and application of customs legislation;

若关税税率以货币单位表示，则至少四舍五入至该缔约方官方货币单位的

7. 就本协定而言：

- (a)加拿大关税减让表以英语和法语文本为准；以及- (b) 乌克兰关税减让表以乌克兰语文本为准

加拿大-乌克兰自由贸易协定文本——第三章：原产地规则和原产地程序

A节——一般规定

第3.1条：定义

就本章而言：

水产养殖
指通过干预养殖或生长流程（如定期放养、投喂或防止捕食者侵害）以提升产量，对水生生物（包括鱼类、软体动物、甲壳类动物、其他水生无脊椎动物及水生植物）从种苗（如卵、鱼苗、鱼种和幼虫）开始进行的养殖活动；

归类
指将产品归入协调制度特定税目或子目的分类行为；

海关当局
指根据缔约方法律负责海关法规管理和申请的政府权力；

customs value
means the value as determined in accordance with the Customs Valuation Agreement;

完税价格
指根据海关估价协定确定的价值;

determination of origin
means a determination as to whether a product qualifies as an originating product in accordance with this Chapter;

原产地确定
指根据本章裁定某产品是否符合原产产品资格;

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

出口商
指位于缔约方领土内的出口商;

identical originating products
means products 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 products under this Chapter;

相同的原产产品
指在所有方面均相同的产品，包括物理特性、质量和声誉，不考虑外观上对本章所述产品原产地确定无关的细微差异;

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

进口商
指位于缔约方领土内的进口商;

material
means any ingredient, component, part or product that is used in the production of another product;

材料
指用于生产另一产品的任何成分、部件、零件或产品;

net weight of the non-originating material
means the weight of the material as it is used in the production of the product, not including the weight of the material's packaging;

非原产材料的净重
指材料用于产品生产时的重量，不包括材料包装的重量;

net weight of the product
means the weight of a product not including the weight of packaging;

产品净重
指产品的重量，不包括包装的重量 ;

producer
means a person who engages in any kind of working or processing, including such operations as growing, mining, raising, harvesting, fishing, trapping, hunting, manufacturing, assembling or disassembling a product;

生产商
指从事任何形式加工或处理的个人，包括种植、采矿、养殖、收割、捕捞、诱捕、狩猎、制造、组装或拆卸产品等运作;

product
means the result of production, even if it is intended for use as a material in the production of another product;

产品
指生产的成果，即使其旨在作为材料用于另一产品的生产;

production
means any kind of working or processing, including such operations as growing, mining, raising, harvesting, fishing, trapping, hunting, manufacturing, assembling or disassembling a product;

生产
指任何形式的加工或处理，包括种植、采矿、养殖、收获、捕捞、诱捕、狩猎、制造、组装或拆卸产品等运作;

transaction value or ex-works price of the product
means the price paid or payable to the producer of the product at the place where the last production was carried out, and must include the value of

产品交易价值或出厂价格
指向产品生产商在最后生产地进行生产时已付或应付的价格，且必须包含

all materials. If there is no price paid or payable or if it does not include the value of all materials, the transaction value or ex-works price of the product:

- (a) must include the value of all materials and the cost of production employed in producing the product, calculated in accordance with generally accepted accounting principles; and
- (b) may include amounts for general expenses and profit to the producer that can be reasonably allocated to the product.

Any internal taxes which are, or may be, repaid when the product obtained is exported are excluded. Any costs incurred subsequent to the product leaving the place of production, such as transportation, loading, unloading, handling or insurance, are to be excluded from the calculation of the transaction value or ex-works price of the product; and

value of non-originating materials

means the customs value of the material at the time of its importation into a Party, as determined in accordance with the Customs Valuation Agreement. The value of the non-originating material must include any costs incurred in transporting the material to the place of importation, such as transportation, loading, unloading, handling or insurance. If the customs value is not known or cannot be ascertained, the value of non-originating materials will be the first ascertainable price paid for the materials in Canada or Ukraine.

所有材料的价值。若无已付或应付价格，或该价格未包含所有材料的价值，则采用产品的交易价值或出厂价格：

- (a) 必须包含生产该产品所用所有材料的价值及生产成本，并依据普遍接受的会计原则计算；且
- (b) 可包含可合理分摊至该产品的生产商一般费用及利润金额。

若产品出口时可退还的国内税应予扣除。产品离开生产地后产生的成本（如运输、装货、卸货、搬运或保险）不得计入产品交易价值或出厂价格的计算；且

非原产材料价值

指根据《海关估价协定》确定的材料进口至缔约方时的海关完税价格。非原产材料价值须包含将材料运至进口地所产生的任何成本（如运输、装货、卸货、搬运或保险）。若海关完税价格未知或无法确定，则非原产材料价值应为在加拿大或乌克兰为该材料支付的首个可确定价格。

Section B – Rules of Origin

Article 3.2: General Requirements

1. For the purposes of this Agreement, a product is originating in the Party where the last production took place if, in the territory of a Party or in the territory of both of the Parties in accordance with Article 3.3, it:

- (a) has been wholly obtained within the meaning of Article 3.4;

B部分 – 原产地规则

第3.2条：一般要求

1. 就本协定而言，若产品在缔约方领土内或根据第3.3条在双方领土内满足以下条件，则该产品原产地为最后进行生产的缔约方：

- (a) 已根据第3.4条的含义完全获得；

- (b) has been produced exclusively from originating materials, including those materials considered under Article 3.5.2; or
- (c) has undergone sufficient production within the meaning of Article 3.5.

2. Except as provided for in Articles 3.3.3 and 3.3.4, the conditions set out in this Chapter relating to the acquisition of originating status must be fulfilled without interruption in the territory of one or both of the Parties.

Article 3.3: Cumulation of Origin

1. A product that originates in a Party is considered originating in the other Party when used as a material in the production of a product there.

2. An exporter may take into account production carried out on a non-originating material in the other Party for the purposes of determining the originating status of a product.

3. Subject to paragraph 4, where, as permitted by the WTO Agreement, each Party has a free trade agreement with the same non-Party, a material of that non-Party may be taken into consideration by the exporter when determining whether a product is originating under this Agreement.

• (b) 已完全由原产材料生产，包括根据第3.5.2条考虑的那些材料；或• (c) 已根据第3.5条的含义进行充分生产。

2. 除第3.3.3条和第3.3.4条规定的情形外，本章关于获得原产资格的条件必须在一方或双方领土内连续满足。

第3.3条：原产地累积

1. 在一缔约方原产的产品，当在另一方用作生产产品的材料时，视为该另一方的原产产品。

2. 出口商可考虑另一方对非原产材料进行的生产，以确定产品的原产资格。

3. 在第4款约束下，如根据《世贸组织协议》允许，每一缔约方与同一非缔约方均签订自由贸易协议，则该非缔约方的材料可由出口商在判定产品是否符合本协定原产地规则时予以考虑。

4. A Party shall give effect to paragraph 3 upon agreement by the Parties on the applicable conditions.

4. 缔约方应在双方就适用条件达成一致后实施第3段规定。

Article 3.4: Wholly Obtained Products

第3.4条：完全获得产品

The following shall be considered as wholly obtained in a Party:

下列产品应视为在一缔约方完全获得：

- (a) mineral products and other non-living natural resources extracted or taken from the territory of a Party;
- (b) vegetables, plants and plant products harvested or gathered in the territory of a Party;
- (c) live animals born and raised in the territory of a Party;
- (d)
  - (i) products obtained from live animals in the territory of a Party;
  - (ii) products from slaughtered animals born and raised in the territory of Party;
- (e)
  - (i) products obtained by hunting, trapping or fishing conducted in the territory of a Party;
  - (ii) products of aquaculture raised in the territory of Party;

• (a) 从缔约方领土提取或获取的矿产品及其他非生物自然资源；• (b) 在缔约方领土收获或采集的蔬菜、植物及植物产品；• (c) 在缔约方领土出生并饲养的活动物；• (d)• (i) 在缔约方领土从活动物获得的产品；• (ii) 在缔约方领土出生并饲养的屠宰动物产品；• (e)• (i) 在缔约方领土通过狩猎、诱捕或捕捞获得的产品；• (ii) 在缔约方领土养殖的水产养殖产品；

- (f) fish, shellfish and other marine life taken from the sea, seabed, ocean floor or the subsoil outside the territory of the Parties by a vessel registered, recorded or listed with a Party, and entitled to fly its flag;
- (g) products made aboard factory vessels exclusively from products referred to in sub-paragraph 1(f), provided that such factory vessels are registered, recorded or listed with a Party, and entitled to fly its flag;
- (h) mineral products and other non-living natural resources, taken or extracted from the seabed, subsoil or ocean floor of the Area as defined in Article 1(1) of UNCLOS by a Party or a person of a Party, provided that Party or person of a Party has rights to exploit that seabed, subsoil or ocean floor;
- (i) raw materials recovered from used products collected in the territory of a Party, provided that these products are fit only for such recovery;
- (j) components recovered from used products collected in the territory of a Party, provided that these products are fit only for such recovery, when the component is either:
  - (i) incorporated in another product; or

- (f) 由在一方注册、记录或列名并有权悬挂其国旗的船只从双方领土外的海域、海床、洋底或其底土获取的鱼类、贝类及其他海洋生物；
- (g) 在加工船上完全使用第1款(f)项所述产品制造的产品，但该加工船须在某一缔约方注册、记录或登记，并有权悬挂其国旗；
- (h) 矿产品和其他非生物自然资源，由缔约方或缔约方的人从《联合国海洋法公约》第1条第1款定义的区域的海床、底土或洋底开采或提取，但该缔约方或缔约方的人须拥有开采该海床、底土或洋底的权利；
- (i) 从缔约方领土上收集的废旧产品中回收的原材料，但这些产品仅适用于此类回收；
- (j) 从缔约方领土收集的废旧产品中回收的零部件，前提是这些产品仅适用于此类回收，当该零部件：
  - (i) 被纳入另一产品；或

- (ii) further produced resulting in a product with a performance and life expectancy equivalent or similar to those of a new product of the same type; and

- (k) products, at any stage of production, produced in the territory of a Party exclusively from products specified in sub-paragraphs (a) through (j).

Article 3.5: Sufficient Production

1. For the purposes of Article 3.2, a product which is not wholly obtained is considered to have undergone sufficient production when the conditions set out in Annex 3-A are fulfilled.

2. If a non-originating material undergoes sufficient production, the resulting product is considered originating and no account must be taken of the non-originating material contained therein when that product is used in the subsequent production of another product.

Article 3.6: Tolerance

1. Notwithstanding Article 3.5.1, and except as provided in paragraphs 2, 3 and 4, if the non-originating materials used in the production of the product do not fulfil the conditions set out in Annex 3-A, the product may be considered to be an originating product provided that:

- (ii) 经过进一步生产，所得产品的性能和使用寿命与同类新产品等效或相似；且

- (k) 产品，在生产任何阶段，完全由(a)至(j)项所列产品在缔约方领土内生产。

第3.5条：充分生产

1. 就第3.2条而言，非完全获得的产品在满足附件3-A所列条件时，即视为已进行充分生产。

2. 若非原产材料经过充分生产，所得产品应视为原产产品，且当该产品用于其他产品的后续生产时，无需考虑其中所含的非原产材料。

第3.6条：容差

1. 尽管有第3.5条规定，且除第2、3和4款另有规定外，若产品生产过程中使用的非原产材料不符合附件3-A所列条件，只要满足以下要求，该产品仍可视为原产产品：

- (a) the total value of those non-originating materials does not exceed 10 per cent of the transaction value or ex-works price of the product;
- (b) any of the percentages given in Annex 3-A for the maximum value, volume or weight of non-originating materials are not exceeded through the application of this paragraph; and
- (c) the product satisfies all other applicable requirements of this Chapter.

• (a) 这些非原产材料的总价值不超过产品交易价值或出厂价格的10%；• (b) 通过适用本条款，未超出附件3-A规定的非原产材料在最大价值、体积或重量方面的任何百分比限制；且• (c) 该产品符合本章所有其他适用要求。

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

2. 协调制度第50章至第60章的产品，如因用于生产该产品的某些非原产材料未满足附件3-A中对该产品规定的要求而不具备原产资格，但若所有此类材料的总重量不超过该产品总重量的10%，则该产品仍视为原产。

3. For a product of Chapter 61 through 62 of the Harmonized System, the Chapter Note of Chapter 61 or 62, whichever is applicable, shall apply.

3. 对于协调制度第61章至第62章的产品，应适用第61章或第62章的章节注释（以适用者为准）。

4. A product of Chapter 63 of the Harmonized System that does not originate because certain non-originating materials used in the production of the component of the product that determines the tariff classification of that product do not fulfil the requirements set

4. 协调制度第63章的产品，若因其决定该产品关税分类的部件生产过程中使用的某些非原产材料未满足附件3-A中对该产品规定的要求而不具备原产资格，

out for that product in Annex 3-A is nonetheless originating if the total weight of all such materials in that component does not exceed 10 per cent of the total weight of that component.

只要该部件中所有此类材料的总重量不超过该部件总重量的10%，则该产品仍应视为原产。

5. Paragraphs 1 through 4 are subject to Article 3.7(c).

5. 第1至4款受第3.7条(c)款约束。

6. Paragraph 1 does not apply to a product wholly obtained in a Party within the meaning of Article 3.4.

6. 第1款不适用于根据第3.4条含义在一缔约方完全获得的产品。

Article 3.7: Unit of Classification

第3.7条：分类单位

For the purposes of this Chapter:

就本章而言：

- (a) the tariff classification of a particular product or material is determined according to the Harmonized System;
- (b) if a product composed of a group or assembly of articles or components is classified pursuant to the terms of the Harmonized System under a single heading or subheading, the whole constitutes the particular product; and
- (c) if a shipment consists of a number of identical products classified under the same heading or subheading of the Harmonized System, each product is considered separately.

• (a) 特定产品或材料的关税分类应根据协调制度确定；• (b) 若由一组或一套物品或零部件构成的产品根据协调制度条款归入单一税目或子目，则整体构成该特定产品；及• (c) 若运输中包含多件根据协调制度同一税目或子目归类的相同产品，则每件产品应单独考量。

Article 3.8: Packaging and Packing Materials and Containers

第3.8条：包装和包装材料及容器

1. If, under Rule 5 of the General Rules for the Interpretation of the Harmonized System, packaging is included with the product for classification purposes, it is considered in determining whether all the non-originating materials used in the production of the product satisfy the requirements set out in Annex 3-A.

2. Packing materials and containers in which a product is packed for shipment are disregarded in determining the origin of that product.

Article 3.9: Accounting Segregation of Fungible Materials or Products

1.

- (a) If originating and non-originating fungible materials are used in the production of a product, the determination of the origin of the fungible materials need not be made through physical separation and identification of any specific fungible material, but may be determined on the basis of an inventory management system.
- (b) If originating and non-originating fungible products are physically combined or mixed in inventory in a Party before exportation to the other Party, the determination of the origin of the fungible products need not be made through physical separation and identification of any specific fungible product, but

1. 如根据《协调制度解释通则》第5条，包装为归类目的与产品一并归类，则在确定产品生产过程中使用的所有非原产材料是否满足附件3-A所列要求时，应将该包装纳入考量。

2. 在确定产品的原产地时，用于运输包装的材料和容器不予考虑。

第3.9条：可替代材料或产品的会计隔离

1.

- (a) 如果在生产产品时使用了原产和非原产可替代材料，则无需通过物理分离和识别任何特定可替代材料来确定其原产地，而可基于库存管理制度进行裁定。
- (b) 如果原产和非原产可替代产品在出口至另一缔约方前于某一缔约方库存中物理混合，可互换产品的原产地裁定无需通过物理分离或识别特定可互换产品进行，但

may be determined on the basis of an inventory management system.

可基于库存管理制度进行判定。

2. The inventory management system must:

2. 库存管理制度必须：

- (a) ensure that, at any time, no more products receive originating status than would have been the case if the fungible materials or fungible products had been physically segregated;

- (a) 确保在任何时候，获得原产资格的产品数量不超过若对可互换材料或可互换产品进行物理隔离时本应获得的数量；

- (b) specify the quantity of originating and non-originating materials or products, including the dates on which those materials or products were placed in inventory and if required by the applicable rule of origin, the value of those materials or products;

- (b) 列明原产材料与非原产材料或原产产品与非原产产品的数量，包括这些材料或产品入库的日期，以及适用原产地规则要求时这些材料或产品的价值；

- (c) specify the quantity of products produced using fungible materials, or the quantity of fungible products, that are supplied to customers requiring evidence of origin in a Party for the purposes of obtaining preferential treatment under this Agreement and to customers not requiring such evidence; and

- (c) 列明使用可互换材料生产的产品数量或可互换产品的数量，这些产品供应给需要原产地证明的客户（以便根据本协定获得优惠待遇）以及不需要此类证明的客户；

- (d) indicate if an inventory of originating products was available in sufficient quantity to support the declaration of originating status.

- (d) 指明是否有足量原产产品库存可用于支持原产地资格声明。

3. For the purposes of paragraph 1, fungible materials or fungible products means materials or products that are of the same kind and commercial quality, with the same technical and physical

3. 就第1款而言，可互换材料或可互换产品是指具有相同商业品质、技术和物理特性的同类材料或产品，

characteristics, and which cannot be distinguished from one another for origin purposes.

且在原产地目的上无法相互区分。

Article 3.10: Accessories, Spare Parts and Tools

Accessories, spare parts and tools delivered with a product that form part of its standard accessories, spare parts or tools, that are not invoiced separately from the product and which quantities and value are customary for the product, are:

- (a) taken into account in calculating the value of the relevant non-originating materials when the rule of origin of Annex 3-A applicable to the product contains a percentage for the maximum value of non-originating materials; and
- (b) disregarded in determining whether all the non-originating materials used in the production of the product undergo the applicable change in tariff classification or other requirements set out in Annex 3-A.

第3.10条：附件、备件和工具

随产品一同交付的附件、备件和工具，若构成其标准附件、备件或工具的一部分，且未与产品单独开具发票，其数量和价值符合该产品惯常标准的，应：

- (a) 在计算相关非原产材料价值时予以计入，前提是附件3-A中适用于该产品的原产地规则对非原产材料价值设定了百分比上限；且
- (b) 在判定产品生产过程中使用的所有非原产材料是否满足附件3-A规定的关税分类变更或其他要求时，予以忽略。

Article 3.11: Sets

1. Except as provided in Annex 3-A, a set classified as such as a result of the application of Rule 3 of the General Rules for the Interpretation of the Harmonized System, is originating, provided that:

第3.11条：成套物品

1. 除附件3-A另有规定外，因适用《协调制度》解释总则第三条而归类为套件的产品，符合下列条件时应视为原产：

- (a) all of the set's component products are originating; or
- (b) if the set contains a non-originating component product, the value of the non-originating component products does not exceed 25 per cent of the transaction value or ex-works price of the set.

2. The value of non-originating component products is calculated in the same manner as the value of non-originating materials.

3. The transaction value or ex-works price of the set is calculated in the same manner as the transaction value or ex-works price of the product.

Article 3.12: Neutral Elements

In order to determine whether a product originates, it is not necessary to determine the origin of the following which might be used in its production:

- (a) energy and fuel;
- (b) plant and equipment;
- (c) machines and tools; or
- (d) materials which do not enter and which are not intended to enter into the final composition of the product.

Article 3.13: Transport through a Non-Party

• (a) 该套装的所有组成产品均为原产；或• (b) 若套装包含非原产成分产品，则非原产成分产品的价值不得超过该套装交易价值或出厂价格的25%。

2. 非原产成分产品的价值计算方式与非原产材料价值相同。

3. 套件的交易价值或出厂价格计算方式与产品交易价值或出厂价格相同。

第3.12条：中性成分

为判定产品是否原产，无需确定其生产过程中可能使用的以下成分的原产地：

• (a) 能源和燃料；• (b) 厂房和设备；• (c) 机器和工具；或• (d) 不进入且不打算进入产品最终组成的材料。

第3.13条：通过非缔约方的运输

1. A product is not considered originating by reason of having undergone production that satisfies the requirements of Article 3.2 if, subsequent to that production, the product:

- (a) undergoes 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, to transport the product to the territory of a Party; or
- (b) does not remain under customs control while outside the territories of the Parties.

2. The storage of a product or shipment or the splitting of shipments may take place if carried out under the responsibility of the exporter or of a subsequent holder of the products and the products remain under customs control in the country or countries of transit.

1. 如果产品在满足第3.2条要求的生产之后发生以下情况，则不应因其经历了该生产而被视为原产：

- (a) 在缔约方领土之外进行进一步生产或任何其他运作，而非为保持货物良好状态所需的卸货、重新装货或任何其他运作，以将产品运输至缔约方领土；或
- (b) 在缔约方领土之外时未保持在海关注管之下。

2. 产品或运输的存储或运输的分拆可在出口商或产品的后续持有人负责的情况下进行，前提是产品在过境国或过境国群中保持在海关注管之下。

Article 3.14: Returned Originating Products

If an originating product exported from a Party to a non-Party is returned, it must be considered as non-originating, unless it can be demonstrated to the satisfaction of the customs authorities that the returning product:

- (a) is the same as that exported; and

第3.14条：返回的原产产品

若从一缔约方出口至非缔约方的原产产品被退回，则该产品应被视为非原产，除非能向海关当局证明退回的产品满足以下条件：

- (a) 与出口的相同；且

- (b) has not undergone any operation beyond that necessary to preserve it in good condition.

- (b) 除为保持货物良好状态所需外，未经过任何其他运作。

Section C – Origin Procedures

C节——原产地程序

Article 3.15: Proof of Origin

第3.15条：原产地证明

1. Products originating in Ukraine, on importation into Canada, and products originating in Canada, on importation into Ukraine, benefit from preferential tariff treatment of this Agreement on the basis of a declaration (“origin declaration”).

1. 原产于乌克兰的产品在进口至加拿大时，以及原产于加拿大的产品在进口至乌克兰时，可基于一份声明（“原产地声明”）享受本协定的优惠关税待遇。

2. The origin declaration is provided on an invoice or any other commercial document that describes the originating product in sufficient detail to enable its identification.

2. 原产地声明应载于发票或其他商业文件上，该文件需对原产产品进行充分详细的描述以便识别。

3. The different linguistic versions of the text of the origin declaration are set out in Annex 3-B.

3. 原产地声明的不同语言版本文本列于附件3-B中。

Article 3.16: Obligations Regarding Exportations

第3.16条：关于出口的义务

1. Each Party shall provide that an origin declaration as referred to in Article 3.15.1 must be completed by an exporter in the territory of a Party of an originating product for the purposes of obtaining preferential tariff treatment for that product in the territory of the other Party.

1. 每一缔约方应规定，为在原产产品在另一方领土内获得优惠关税待遇之目的，第3.15.1条所述的原产地声明必须由缔约方领土内的出口商完成。

2. Each Party shall require that the exporter completing an origin declaration shall, at the request of the customs authority of the Party of export, submit a copy of the origin declaration and all documents proving the originating status of the products concerned, including supporting documents or written statements from the producers or suppliers, as well as the fulfilment of the other requirements of this Chapter.

2. 每一缔约方应要求完成原产地声明的出口商，在出口缔约方的主管机构请求时，提交原产地声明的副本及证明相关产品原产资格的所有文件，包括来自生产商或供应商的支持性文件或书面声明，以及本章其他要求的履行情况。

3. Each Party shall require that an origin declaration be completed and signed by the exporter unless otherwise provided by the Parties.

4. An origin declaration may be completed by the exporter when the product to which it relates is exported, or after exportation on the condition that it is presented in the importing Party within a period of two years, or within a longer period as specified in the legislation of the importing Party, after the importation of the product to which it relates.

3. 每一缔约方应要求原产地声明由出口商填写并签署，除非双方另有规定。4. 原产地声明可由出口商在相关产品出口时填写，或在出口后填写，条件是需在相关产品进口后的两年期限内提交至进口方，或在进口方立法规定的更长期限内提交。

5. The customs authority of the Party of import may, in accordance with its legislation, allow an origin declaration to apply to multiple shipments of identical originating products that take place within a period not exceeding 12 months as set out by the exporter in that declaration.

5. 进口方的海关当局可依据其立法，允许原产地声明适用于出口商在该声明中规定的12个月期限内进行的多次装运的相同的原产产品。

6. An exporter that has completed an origin declaration and that becomes aware or has reason to believe that the origin declaration contains incorrect information, shall immediately notify the importer in writing of any change affecting the originating status of each product to which the origin declaration applies.

6. 已完成原产地声明的出口商，如获悉或有理由认为该声明包含不正确的信息，应立即以书面形式通知进口商影响原产地声明所适用的每项产品原产资格的任何变更。

7. The Parties may allow the establishment of a system that would permit an origin declaration to be submitted electronically and directly from the exporter in the territory of one Party to an importer in the territory of the other Party, including the replacement of the exporter's signature on the origin declaration with an electronic signature or identification code.

7. 双方可允许建立一个系统，该系统将允许原产地声明以电子方式直接从一方领土内的出口商提交至另一方领土内的进口商，包括用电子签名或识别码替代出口商在原产地声明上的签名。

Article 3.17: Validity of the Origin Declaration

第3.17条：原产地声明的有效性

1. An origin declaration shall be valid for 12 months from the date when it was completed by the exporter, or for such longer period as determined by the Party of import. The preferential tariff treatment may be claimed, within the validity period, to the customs authority of the Party of import.

1. 原产地声明自出口商填写之日起12个月内有效，或按进口方确定的更长期限有效。在有效期内，可向进口方海关当局申请优惠关税待遇。

2. An origin declaration which is submitted to the customs authority of the Party of import after the validity period specified in paragraph 1 may be accepted for the purpose of preferential tariff treatment in accordance with the legislation of the Party of import.

2. 原产地声明若在第1款规定的有效期后提交给进口方海关当局，可依据进口方立法为享受优惠关税待遇而被接受。

Article 3.18: Obligations Regarding Importations

1. Each Party shall provide that, for the purpose of claiming preferential tariff treatment, the importer shall:

- (a) submit the origin declaration to the customs authority of the Party of import as required by and in accordance with the procedures applicable in the Party of import;
- (b) if required by the customs authority of the Party of import, submit a translation of the origin declaration; and
- (c) if required by the customs authority of the Party of import, provide for a statement accompanying or forming part of the import declaration, to the effect that the product meets the conditions required for the application of this Agreement.

2. Each Party shall require that an importer that becomes aware or has reason to believe that an origin declaration for a product to which preferential tariff treatment has been granted contains incorrect information immediately notifies the customs authority of the Party of import in writing of any change affecting the originating status of that product and pays any duties owing.

3. If an importer claims preferential tariff treatment for a product imported from the territory of the other Party, the importing Party

第3.18条：关于进口的义务

1. 每一缔约方应规定，为申请优惠关税待遇，进口商须：

• (a)按照进口方适用的程序要求，向进口方海关当局提交原产地声明；• (b)如进口方海关当局要求，提交原产地声明的翻译件；及• (c)如进口方海关当局要求，在进口申报中附上或包含一份声明，说明产品符合适用本协定所需的条件。

2. 每一缔约方应要求进口商在知悉或有理由认为已享受优惠关税待遇的产品原产地声明包含不准确信息时，立即以书面形式通知进口方海关当局任何影响该产品原产资格的变更，并缴纳应缴税款。

3. 如果进口商对从另一缔约方领土进口的产品申请优惠关税待遇，进口方

may deny preferential tariff treatment to the product if the importer fails to comply with any requirement under this Chapter.

可拒绝给予该产品优惠关税待遇，若进口商未能符合本章的任何要求。

4. A Party shall, in accordance with its legislation, provide that if a product would have qualified as an originating product when it was imported into the territory of that Party except that the importer did not have an origin declaration at the time of importation the importer of the product may, within a period of no less than three years after the date of importation, apply for a refund of duties paid as a result of the product not having been accorded preferential tariff treatment.

4. 每一缔约方应根据其立法规定，若某产品在进口至该缔约方领土时本应具备原产产品资格，但因进口商在进口时未持有原产地声明而未能获得，则该产品的进口商可在进口之日起不少于三年的期限内，申请退还因该产品未享受优惠关税待遇而支付的关税。

Article 3.19: Proof Related to Transport Through a Non-Party

第3.19条：经非缔约方运输的相关证明1. 每一缔约方可通过其海关当局要求进口商提供证明，表明其申请优惠关税待遇的产品符合第3.13条的运输要求，具体方式包括：

1. Each Party, through its customs authority, may require an importer to demonstrate that a product for which the importer claims preferential tariff treatment was shipped in accordance with Article 3.13, by providing:

- (a) carrier documents, including bills of lading or waybills, indicating the shipping route and all points of shipment and transhipment prior to the importation of the product; and
- (b) if the product was shipped through or transhipped outside the territories of the Parties, a copy of the customs control documents indicating to that customs authority that the product

• (a) 承运单据，包括提单或运单，注明产品的运输路线及进口前的所有装运点和转运点；以及• (b) 若产品经由非缔约方领土运输或转运，需提供海关监管文件副本，向海关当局证明该产品

remained under customs control while outside the territories of the Parties.

在缔约方领土之外期间始终处于海关监管之下。

Article 3.20: Importation by Instalments

If, at the request of the importer and on the conditions laid down by the customs authority of the Party of import, dismantled or non-assembled products within the meaning of Rule 2(a) of the General Rules for the Interpretation of the Harmonized System falling within Sections XVI and XVII or headings 7308 and 9406 of the Harmonized System are imported by instalments, a single origin declaration for these products shall be submitted, as required, to that customs authority upon importation of the first instalment.

第3.20条：分期进口

若进口商提出请求，并在进口方海关当局规定的条件下，协调制度解释总规则第2(a)条所指的、属于协调制度第十六类和第十七类或税目7308和9406的拆卸或未组装产品以分期方式进口时，应按照要求在该产品第一批次进口时向该海关当局提交一份单一的原产地声明。

Article 3.21: Exemptions from Origin Declarations

1. A Party may, in conformity with its legislation, waive the requirement to present an origin declaration as referred to in Article 3.18 for low value shipments of originating products from the other Party and for originating products forming part of the personal luggage of a traveller coming from the other Party.

第3.21条：原产地声明的豁免

1. 缔约方可依据其立法，免除对来自另一方的原产产品的低价值货物及来自另一方的旅行者个人行李中所含原产产品提交第3.18条所述原产地声明的要求。

2. A Party may exclude any importation from the provisions of paragraph 1 when the importation is part of a series of importations that may reasonably be considered to have been undertaken or

2. 缔约方可将任何进口排除在第1款条款之外，当该进口属于可合理视为旨在规避本章关于原产地声明要求的系列进口的一部分时，或

arranged for the purpose of avoiding the requirements of this Chapter related to origin declarations.

为规避本章关于原产地声明要求而安排或实施的系列进口的一部分。

3. The Parties may set value limits for products referred to in paragraph 1, and shall exchange information regarding those limits.

3. 双方可为第1款所述产品设定价值限制，并应就这些限制交换信息。

Article 3.22: Supporting Documents

第3.22条：支持性文件

The documents referred to in Article 3.16.2 may include documents relating to the following:

第3.16.2条所述文件可包括与以下内容相关的文件：

- *(a) the production processes carried out on the originating product or on materials used in the production of that product;*
- *(b) the purchase of, the cost of, the value of and the payment for the product;*
- *(c) the origin of, the purchase of, the cost of, the value of and the payment for all materials, including neutral elements, used in the production of the product; and*
- *(d) the shipment of the product.*

• (a) 对原产产品或用于该产品生产的材料所实施的生产过程；• (b) 产品的购买、成本、价值及支付；• (c) 用于产品生产的所有材料（包括中性元素）的原产地、购买、成本、价值及支付；以及• (d) 产品的运输。

Article 3.23: Preservation of Records

第3.23条：记录保存

1. Each Party shall require that an exporter that has completed an origin declaration keep a copy of the origin declaration, as well as the supporting documents referred to in Article 3.22, for three years

1. 每一缔约方应要求已完成原产地声明的出口商保留该原产地声明的副本，以及第3.22条所述的支持性文件，期限为三年

after the completion of the origin declaration or for a longer period as the Party of export may specify.

自原产地声明完成之日起算，或出口方可能规定的更长期限。

2. Each Party shall provide that if an exporter has based an origin declaration on a written statement from the producer, the producer must be required to maintain records in accordance with paragraph 1.

2. 每一缔约方应规定，若出口商依据生产商的书面声明出具原产地声明，则必须要求该生产商按照第1款保存记录。

3. When provided for in the legislation of the Party of import, an importer that has been granted preferential tariff treatment shall keep documentation relating to the importation of the product, including a copy of the origin declaration, for three years after the date on which preferential treatment was granted, or for a longer period of time as that Party may specify.

3. 当进口方立法有规定时，获得优惠关税待遇的进口商应保存与产品进口相关的文件（包括原产地声明副本），自授予优惠待遇之日起保存三年，或按该缔约方规定的更长期限保存。

4. Each Party shall permit, in accordance with that Party's legislation, importers, exporters, and producers in its territory to maintain documentation or records in any medium, provided that the documentation or records can be retrieved and printed.

4. 每一缔约方应允许其领土内的进口商、出口商和生产商根据该缔约方的立法以任何介质保存文件或记录，前提是这些文件或记录可被检索和印刷。

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

5. 若产品的进口商、出口商或生产商未按本条款要求保存与确定产品原产地相关的记录或文件，缔约方可拒绝给予该受原产地核查产品的优惠关税待遇：

- (a) fails to maintain records or documentation relevant to determining the origin of the product in accordance with the requirements of this Chapter; or
- (b) denies access to those records or documentation.

- (a) 未按本章要求保存与确定产品原产地相关的记录或文件；或
- (b) 拒绝提供这些记录或文件。

Article 3.24: Discrepancies and Formal Errors

1. The discovery of slight discrepancies between the statements made in the origin declaration and those made in the documents submitted to the customs authorities for the purpose of carrying out the formalities for importing a product does not, because of that fact, render the origin declaration null and void if it is established that this document corresponds to the product submitted.

2. Obvious formal errors, such as typing errors, on an origin declaration shall not cause this document to be rejected if these errors do not create doubts concerning the correctness of the statements made in the document.

第3.24条：差异与形式错误

1. 若原产地声明中的陈述与为办理产品进口手续而提交给海关当局的文件中的陈述存在轻微差异，仅凭该事实并不导致原产地声明失效，只要能够确定该文件与所提交产品相符。

2. 原产地声明上明显的形式错误（如打字错误）不应导致文件被拒绝，只要这些错误不会引发对文件中陈述正确性的怀疑。

Article 3.25: Cooperation

1. The Parties shall cooperate in the uniform administration and interpretation of this Chapter and, through their customs authorities, assist each other in verifying the originating status of a product on which an origin declaration is based.

第3.25条：合作

1. 双方应合作对本协定进行统一管理和解释，并通过各自的海关当局相互协助核查基于原产地声明的产品的原产资格。

2. For the purpose of facilitating the verifications or assistance referred to in paragraph 1, the customs authorities of the Parties shall provide each other with addresses of the responsible customs authorities.

2. 为便利第1段所述的验证或协助，缔约方的海关当局应相互提供负责海关当局的地址。

3. It is understood that the customs authority of the Party of export assumes all expenses in carrying out paragraph 1.

3. 双方理解，出口缔约方的海关当局承担执行第1款所产生的全部费用。

4. It is further understood that the customs authorities of the Parties will discuss the overall operation and administration of the verification process, including forecasting of workload and discussing priorities. If there is an unusual increase in the number of requests, the customs authorities of the Parties shall consult to establish priorities and consider steps to manage the workload, taking into consideration operational requirements.

4. 双方进一步理解，缔约方的海关当局将讨论核查程序的整体运作和管理，包括工作量预测和优先事项讨论。如请求数量出现异常增长，缔约方的海关当局应协商确定优先事项，并考虑采取措施管理工作量，同时兼顾操作要求。

5. With respect to products considered originating in accordance with Article 3.3, the Parties may cooperate with a non-Party to develop customs procedures based on the principles of this Chapter.

5. 对于根据第3.3条视为原产的产品，缔约方可与非缔约方合作，基于本章的原则制定海关程序。

Article 3.26: Origin Verification

第3.26条：原产地核查

1. For the purpose of ensuring the proper application of this Chapter, the Parties shall assist each other, through their customs authorities, in verifying whether a product is originating and ensuring the accuracy of a claim for preferential tariff treatment.

1. 为确保本章的正确实施，缔约方应通过各自的海关当局相互协助，核查产品原产地并确保优惠关税待遇申请的准确性。

2. The Parties shall ensure that a request for an origin verification concerning whether a product is originating or whether all other requirements of this Chapter are fulfilled is:

- (a) based on risk assessment methods applied by the customs authority of the Party of import, which may include random selection; or
- (b) made when the Party of import has reasonable doubts.

3. The customs authority of the Party of import may verify whether a product is originating by requesting, in writing, that the customs authority of the Party of export conduct a verification concerning whether a product is originating. When requesting a verification, the customs authority of the Party of import shall provide the customs authority of the Party of export with:

- (a) the identity of the customs authority issuing the request;
- (b) the name of the exporter or producer to be verified;
- (c) the subject and scope of the verification; and
- (d) a copy of the origin declaration and, where applicable any other relevant documentation.

2. 缔约方应确保关于产品是否原产或本章所有其他要求是否满足的原产地核查请求：

• (a) 基于进口方海关当局应用的风险评估方法，其中可包括随机选择；或• (b) 当进口方存在合理怀疑时提出。

3. 进口方海关当局可通过书面形式请求出口缔约方的主管机构对产品原产地进行核查，以验证产品是否原产。提出核查请求时，进口方海关当局应向出口缔约方的主管机构提供：

• (a) 发出请求的海关当局的身份；• (b) 待核查的出口商或生产商的名称；• (c) 核查的主题和范围；以及• (d) 原产地声明的副本，以及适用的其他相关文件。

4. If appropriate, the customs authority of the Party of import may request, pursuant to paragraph 3, specific documentation and information from the customs authority of the Party of export.

4. 如适用，进口缔约方的海关当局可根据第3段向出口缔约方的海关当局请求特定的文件和信息。

5. A request made by the customs authority of the Party of import pursuant to paragraph 3 shall be provided to the customs authority of the Party of export by certified or registered mail or any other method that produces a confirmation of receipt by that customs authority.

5. 进口方海关当局根据第3段提出的请求，应通过挂号信或认证邮件或其他能提供该海关当局收据确认的方式，递交给出口方海关当局。

6. The origin verification shall be carried out by the customs authority of the Party of export. For this purpose, the customs authority may, in accordance with its legislation, request documentation, call for any evidence, or visit the premises of an exporter or a producer to review the records referred to in Article 3.22 and observe the facilities used in the production of the product.

6. 原产地核查应由出口方海关当局执行。为此目的，海关当局可依据其立法要求提供文件、调取任何证据，或访问出口商或生产商的场所，以审查第3.22条所指的记录，并视察用于产品生产的设施。

7. If an exporter has based an origin declaration on a written statement from the producer or supplier, the exporter may arrange for the producer or supplier to provide documentation or information directly to the customs authority of the Party of export upon that Party's request.

7. 若出口商基于生产商或供应商的书面声明作出原产地声明，则该出口商可安排生产商或供应商在出口缔约方请求时，直接向出口方海关当局提供文件或信息。

8. As soon as possible and in any event within 12 months after receiving the request referred to in paragraph 3, the customs

8. 出口缔约方的主管机构应在收到第3段所述的请求后尽快且无论如何在

authority of the Party of export shall complete a verification of whether the product is originating, and fulfils the other requirements of this Chapter, and shall:

出口缔约方的主管机构应完成对产品原产地及是否符合本章其他要求的核查，并应：

- *(a) provide to the customs authority of the Party of import, by certified or registered mail or any other method that produces a confirmation of receipt by that customs authority, a written report in order for it to determine whether the product is originating or not that contains:*

- (a) 通过挂号信或认证邮件或任何其他能获得该海关当局收据确认的方式，向进口方海关当局提供书面报告，以便其确定产品是否原产，报告应包含：

  - *(i) the result of the verification,*
  - *(ii) the description of the product subject to verification and the tariff classification relevant to the application of the rule of origin,*
  - *(iii) a description and explanation of the production sufficient to support the rationale concerning the originating status of the product,*
  - *(iv) information on the manner in which the verification was conducted, and*
  - *(v) if appropriate, supporting documentation; and*

  - (i) 核查结果，• (ii) 受核查产品的描述及与原产地规则适用相关的关税分类，• (iii) 足以支持产品原产资格理由的生产描述和说明，• (iv) 核查方式的信息，以及• (v) 如适用，支持性文件；且

- *(b) subject to its legislation, notify the exporter of its decision concerning whether the product is originating.*

- (b) 根据其立法，通知出口商关于产品原产地的决定。

9. The period of time referred to in paragraph 8 may be extended by mutual consent of the customs authorities concerned.

9. 第8段所述的时间段可由相关海关当局双方同意延长。

10. Pending the results of an origin verification conducted pursuant to paragraph 8, the customs authority of the Party of import, subject to any precautionary measures it deems necessary, shall offer to release the product to the importer.

10. 在根据第8段进行的原产地核查结果公布前，进口方海关当局应在采取其认为必要的任何预防措施的前提下，向进口商提供放行产品的选择。

11. Where a written report has not been provided in accordance with sub-paragraph 8(a), or where the customs authority of the Party of import is unable to arrive at a conclusion as to whether a product is originating, that customs authority may deny preferential tariff treatment to the product.

11. 若未按照第8(a)分段规定提交书面报告，或进口方海关当局无法就产品原产地作出结论，则该海关当局可拒绝给予该产品优惠关税待遇。

12. If there are differences in relation to the verification procedure of this Article or in the interpretation of the rules of origin in determining whether a product qualifies as originating, and these differences cannot be resolved through consultations between the customs authority requesting the verification and the customs authority responsible for performing the verification, the Parties are encouraged to resolve those differences within the Subcommittee on Origin Procedures.

12. 如在本条款核查程序或原产地规则解释方面存在差异，导致无法确定产品是否符合原产资格，且请求核查的海关当局与负责执行核查的海关当局通过磋商未能解决这些差异，则鼓励双方在原产地程序分委会框架内解决此类差异。

13. This Chapter does not prevent a customs authority of a Party from issuing a determination of origin or an advance ruling relating

13. 本章不妨碍一缔约方的海关当局就原产地程序分委会或货物贸易与原产地规则委员会正在审议的任何事项作出原产地确定或预先裁定

to any matter under consideration by the Subcommittee on Origin Procedures, or the Committee on Trade in Goods and Rules of Origin or from taking any other action that it considers necessary, pending a resolution of the matter under this Agreement.

或在本协定项下该事项解决之前采取其认为必要的任何其他行动。

Article 3.27: Review and Appeal

第3.27条：审查和上诉

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

1. 每一缔约方应赋予任何个人与其领土内进口商基本相同的权利，以审查和上诉其海关当局作出的原产地确定及预先裁定，前提是该个人：

- (a) has received a decision on origin in the application of this Chapter; or
- (b) has received an advance ruling pursuant to Article 3.30.1.

- (a) 已收到关于本章适用的原产地决定；或
- (b) 已根据第3.30.1条获得预先裁定。

2. Further to Articles 14.4 (Administrative Proceedings) and 14.5 (Review and Appeal), each Party shall provide that the rights of review and appeal referred to in paragraph 1 include access to at least two levels of appeal or review including at least one judicial or quasi-judicial level.

2. 根据第14.4条（行政程序）和第14.5条（审查和上诉），每一缔约方应规定，第1段所述的审查和上诉权利至少包括两个层级的申诉或复审途径，其中至少包含一个司法或准司法层级。

Article 3.28: Penalties

第3.28条：处罚

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

每一缔约方应维持措施，对违反本章相关立法的违规行为施加刑事、民事或行政处罚。

Article 3.29: Confidentiality

第3.29条：保密性

1. This Chapter does not require a Party to furnish or allow access to business information or to information relating to an identified or identifiable natural person, the disclosure of which would impede law enforcement or would be contrary to that Party's law protecting business information and personal data and privacy.

1. 本章不要求一缔约方提供或允许获取商业信息或与已识别或可识别的自然人相关的信息，若披露此类信息将妨碍执法或违反该缔约方保护商业信息及个人数据和隐私的法律。

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

2. 每一缔约方应依据其法律维护根据本章收集的信息的保密性，并保护该信息免遭可能损害信息提供者竞争地位的披露。若接收或获取信息的缔约方根据其立法要求披露信息，该缔约方应通知提供该信息的个人或缔约方。

3. Each Party shall ensure that the confidential information collected pursuant to this Chapter is not used for purposes other than the administration and enforcement of determination of origin and of customs matters, except with the permission of the person or Party who provided the confidential information.

3. 每一缔约方应确保根据本章收集的机密信息仅用于原产地确定和海关事务的管理和执行，除非获得提供机密信息的个人或缔约方的许可。

4. Notwithstanding paragraph 3, a Party may allow information collected pursuant to this Chapter to be used in any administrative, judicial or quasi-judicial proceeding instituted for failure to comply with customs related legislation implementing this Chapter. A Party shall notify the person or Party who provided the information in advance of this use.

4. 尽管有第3款的规定，缔约方可允许根据本章收集的信息用于因未履行实施本章的海关相关立法而提起的任何行政、司法或准司法程序。缔约方应事先通知提供信息的个人或缔约方此种使用。

5. The Parties shall exchange information on their respective law concerning data protection for the purpose of facilitating the operation and application of paragraph 2.

5. 双方应交换各自关于数据保护的法律信息，以便利第2款的运作和实施。

Article 3.30: Advance Rulings Relating to Origin

第3.30条：关于原产地的预先裁定

1. Each Party shall, through its customs authority, provide for the expeditious issuance of written advance rulings, prior to the importation of a product into its territory, on the request of an importer in its territory or an exporter or a producer in the territory of the other Party, concerning whether a product qualifies as an originating product under this Chapter.

1. 每一缔约方应通过其海关当局，在某一产品进口至其领土前，应其领土内的进口商或另一方领土内的出口商或生产商的请求，就该产品是否符合本章项下原产产品资格的问题，迅速出具书面预先裁定。

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

2. 每一缔约方应制定或维持预先裁定的签发程序，包括对合理要求的裁定申请处理信息进行详细说明。

3. Each Party shall provide that its customs authority:

3. 每一缔约方应确保其海关当局：

- (a) may, at any time during the course of an evaluation of an application for an advance ruling, request supplemental information from the person requesting the ruling;
- (b) issue the ruling within 150 days from the date on which it has obtained all necessary information from the person requesting the advance ruling; and
- (c) provide, to the person requesting the advance ruling, a full explanation of the reasons for the ruling.

- (a) 可在对预先裁定申请进行评估的过程中随时向请求裁决的个人要求补充信息；• (b) 自其从请求预先裁定的个人处获得所有必要信息之日起150个日历日内作出裁决；以及• (c) 向请求预先裁定的个人提供关于裁决理由的完整说明。

4. If an application for an advance ruling involves an issue that is the subject of:

- (a) a verification of origin;
- (b) a review by, or appeal to, a customs authority; or
- (c) a judicial or quasi-judicial review in the customs authority's territory;

4. 如果一项预先裁定申请涉及以下事项：

• (a) 原产地核查；• (b) 海关当局的审查或上诉；或• (c) 海关当局领土内的司法或准司法审查；

the customs authority, in conformity with its legislation, may decline or postpone the issuance of the ruling.

海关当局可依据其立法拒绝或推迟作出裁决。

5. Subject to paragraph 7, each Party shall apply an advance ruling to importations into its territory of the product for which the ruling was requested on the date of its issuance or at a later date if specified in the ruling.

5. 在第7段的约束下，每一缔约方应将其预先裁定适用于产品进口至其领土的情况，该裁定应于其签发之日或裁定中指定的较晚日期生效。

6. Each Party shall provide, to any person requesting an advance ruling, the same treatment as it provided to any other person to whom it issued an advance ruling, provided that the facts and circumstances are identical in all material respects.

6. 每一缔约方应向任何请求预先裁定的个人提供与其向其他已获得预先裁定的个人相同的待遇，前提是事实和情况在所有实质性方面均相同。

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

7. 发布预先裁定的缔约方可修改或撤销预先裁定：

- (a) if the ruling is based on an error of fact;
- (b) if there is a change in the material facts or circumstances on which the ruling is based;
- (c) to conform with an amendment of Chapter 2 (National Treatment and Market Access) or this Chapter; or
- (d) to conform with a judicial decision or a change in that Party's law.

• (a) 若裁定基于事实错误；• (b) 若裁定所依据的重要事实或情况发生变更；• (c) 为符合第二章（国民待遇和市场准入）或本章的修正；或• (d) 为符合司法裁决或该缔约方法律的变更。

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 if specified in the ruling, and shall not be applied to importations of a product 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.

8. 每一缔约方应规定，预先裁定的修改或撤销自修改或撤销决定发布之日起生效，或如裁决中另有规定则自该规定之日起生效，且不得适用于该日期之前发生的产品进口，除非发布预先裁定的缔约方认定接受裁定的个人未遵循其条款和条件行事。

9. Notwithstanding paragraph 8, the Party issuing the advance ruling may, in conformity with its law, postpone the effective date of a modification or revocation for no more than six months.

9. 尽管有第8款的规定，发布预先裁定的缔约方可依据其法律将修改或撤销的生效日期推迟不超过六个月。

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

10. 在第7款的约束下，每一缔约方应规定预先裁定继续有效并得到遵守。

Article 3.31: The Subcommittee on Origin Procedures

第3.31条：原产地程序分委会

1. The Parties hereby establish a Subcommittee on Origin Procedures, composed of representatives of each Party, to consider any matter arising under Section C – Origin Procedures.

1. 双方特此设立原产地程序分委会，由各缔约方代表组成，以审议C节——原产地程序项下产生的任何事项。

2. The Subcommittee on Origin Procedures shall meet on the request of either Party and endeavour to decide upon:

2. 原产地程序分委会应应任一缔约方的请求召开会议，并努力就以下事项作出决定：

- (a) the uniform administration and interpretation of the rules of origin, including tariff classification and valuation matters relating to the rules of origin;
- (b) technical, interpretive or administrative matters that may arise under Section C – Origin Procedures; and
- (c) any other matter referred to it by the Committee on Trade in Goods and Rules of Origin.

- (a) 原产地规则的统一管理和解释，包括与原产地规则相关的关税分类和估价事项；
- (b) C节——原产地程序项下可能产生的技术、解释或行政事项；及
- (c) 货物贸易和原产地规则委员会提交的任何其他事项。

3. The Subcommittee on Origin Procedures reports to the Committee on Trade in Goods and Rules of Origin.

3. 原产地程序分委员会向货物贸易和原产地规则委员会报告。

Annex 3-A: Product-Specific Rules of Origin

See separate document.

Annex 3-B: Text of the Origin Declaration

English Version

The origin declaration, the text of which is given below, must be completed in accordance with the footnotes. However, the footnotes do not have to be reproduced.

(Period: from_____ to _____)Footnote1

The exporter of the products covered by this document declares that, except where otherwise clearly indicated, these products are of ... Footnote2 preferential origin.

.....Footnote3

(Place and date)

.....Footnote4

(Signature and printed name of the exporter)

French Version

La déclaration d'origine, dont le libellé suit, doit être remplie conformément aux notes de bas de page. Toutefois, il n'y a pas lieu de reproduire ces notes.

附件3-A：产品特定原产地规则

参见单独的 文件。_____

附件3-B：原产地声明文本

英文版本

原产地声明（其文本如下）必须按照脚注要求填写。但脚注内容无需复现。

(期限：从_____至_____)Footnote1

本文件所涉产品出口商声明，除另有明确标注外，这些产品具有... Footnote2 优惠原产地。

.Footnote3

（地点与日期）

.Footnote4

（出口商签名及印刷名称）

法文版本

原产地声明，其措辞如下，必须按照脚注填写。然而，无需复制这些脚注。

(Période du_____ au _____)

L'exportateur des produits visés par le présent document déclare que, sauf indication claire du contraire, ces produits ont l'origine préférentielle....

.....

(Lieu et date)

.....

(Signature et nom en caractères d'imprimerie de l'exportateur)

Ukrainian Version

Декларація про походження, текст якої наведено нижче, має бути оформлена відповідно до виносок, наданих нижче. Але виноски відтворювати не потрібно.

(Період: з _____ до _____)

Експортер товарів, на які поширюється цей документ, заявляє, що за винятком випадків, де чітко зазначено інше, ці товари є товарами преференційного походження з.

.....

(місце та дата)

.....

(期间从_____至_____)

本文件所述产品的出口商声明，除非另有明确说明，这些产品具有优惠原产地....

.

(地点和日期)

.

(出口商的印刷体签名和名称)**乌克兰语版本**

原产地声明（其文本如下所示）应按照下方提供的脚注格式进行填写，但无需重现脚注内容。

(期间：从_____至_____)

本文件所涉商品的出口商声明，除另有明确说明外，这些商品为优惠原产地商品。

.

(地点和日期)

.

(підпис та назва експортера друкованими літерами)

Footnotes

Footnote 1

If the legislation of the Party of import provides for an origin declaration to apply to multiple shipments of identical originating products in accordance with Article 3.16.5 of the Canada – Ukraine Free Trade Agreement, the exporter may indicate the period of time for which the origin declaration will apply. The period of time must not exceed 12 months. All importations of the product must occur within the period indicated. If the Party of import does not provide for the application of Article 3.16.5, or a period of time is not applicable, the field must be left blank.

Return to footnote1referrer

Footnote 2

"Canada/Ukraine" means products qualifying as originating under the rules of origin of the Canada-Ukraine Free Trade Agreement.

Return to footnote2referrer

Footnote 3

These indications may be omitted if the information is contained on the document itself.

Return to footnote3referrer

Footnote 4

Article 3.16.3 of the Canada – Ukraine Free Trade Agreement provides an exception to the requirement of the exporter's signature. Where the exporter is not required to sign, the exception of signature also implies the exemption of the name of the signatory.

Text of the Canada–Ukraine Free trade agreement – Annex 3-A: Product-specific rules of origin

Introductory Notes to Annex 3-A

(出口商签名及印刷体名称)

脚注

脚注1

如果进口方的立法规定原产地声明可根据《加拿大-乌克兰自由贸易协定》第3.16.5条适用于相同原产产品的多次装运，出口商可注明原产地声明的适用时间段。该时间段不得超过12个月。所有产品的进口必须在注明的时间段内完成。如果进口方未规定适用第3.16.5条，或时间段不适用，则该字段必须留空。

返回脚注1referrer

脚注2

"加拿大/乌克兰"指符合《加拿大-乌克兰自由贸易协定》原产地规则的原产产品。

返回脚注2referrer

脚注3

如果信息已包含在文件本身中，则可省略这些指示。

返回脚注3referrer

脚注4

《加拿大-乌克兰自由贸易协定》第3.16.3条对出口商签名的要求提供了例外。当出口商无需签名时，签名例外也意味着对签署人姓名的豁免。

加拿大-乌克兰自由贸易文本协议 – 附件3-A：产品特定规则

原产地规则

附件3-A介绍性说明

1. This Annex sets out the conditions required for a product to be considered originating within the meaning of Article 3.5. In these introductory notes product x or tariff provision x denotes a specific product or tariff provision, and xper cent denotes a specific percentage.

1. 本附件规定了产品被视为符合第3.5条原产地含义所需满足的条件。在这些介绍性说明中，产品x或关税条款x指代特定产品或关税条款，x百分比指代具体百分比。

2. The following definitions apply:

2. 下列定义适用：

- (a) **chapter** means a chapter of the Harmonized System;
- (b) **heading** means any four-digit number, or the first four digits of any number, used in the Harmonized System;
- (c) **section** means a section of the Harmonized System; and
- (d) **subheading** means any six-digit number, or the first six digits of any number, used in the Harmonized System.

• (a)**章** 指协调制度中的章；• (b)**税目** 指协调制度中使用的任何四位数编号或其前四位数字；• (c)**节** 指协调制度中的节；• (d)**子目** 指协调制度中使用的任何六位数编号或其前六位数字。

3. The product-specific rule of origin, or set of rules of origin, that applies to a product classified in a particular heading, subheading or group of headings or subheadings is set out immediately adjacent to that heading, subheading or group of headings or subheadings.

3. 适用于归类于特定税目、子目或税目或子目组的产品特定原产地规则或原产地规则套件，列于该税目、子目或税目或子目组紧邻位置。

4. Unless otherwise specified, a requirement of a change in tariff classification or any other condition set out in a product-specific rule of origin applies only to non-originating material.

4. 除非另有规定，关税分类变更要求或产品特定原产地规则中列出的任何其他条件仅适用于非原产材料。

5. Section, chapter, heading or subheading notes, where applicable, are found at the beginning of each new section, chapter, heading or subheading. These notes must be read in conjunction with the product-specific rules of origin for the applicable section, chapter, heading or subheading and may impose further conditions on, or provide an alternative to, the product-specific rules of origin.

5. 节、章、税目或子目注释（如适用）位于每个新节、章、税目或子目的开头。这些注释必须与适用节、章、税目或子目的产品特定原产地规则结合阅读，并可能对产品特定原产地规则施加进一步条件或提供替代方案。

6. Unless otherwise specified, reference to weight in a product-specific rule of origin means the net weight, which is the weight of a material or a product not including the weight of packaging. Article 3.1 includes definitions of "net weight of the non-originating material" and "net weight of the product".

6. 除非另有规定，产品特定原产地规则中提及的重量均指净重，即不包括包装重量的材料或产品重量。第3.1条包含"非原产材料的净重"和"产品净重"的定义。

7. If a product-specific rule of origin requires:

7. 如果产品特定原产地规则要求：

- (a) a change from any other chapter, heading or subheading, or a change to product x from any other chapter, heading or subheading, only non-originating material classified in a chapter, heading or subheading other than that of the product may be used in the production of the product;

- (a) 从其他章节、税目或子目变更，或产品x从其他章节、税目或子目变更，则仅可使用归类于与该产品不同章节、税目或子目的非原产材料进行生产；

- (b) a change from within a heading or subheading, or from within any one of these headings or subheadings, non-originating material classified within the heading or subheading may be used in the production of the product, as well as non-originating

- (b) 从税目或子目内部变更，或从这些税目或子目中的任何一个内部变更时，归类于该税目或子目的非原产材料可用于产品的生产，以及非原产

material classified in a chapter, heading or subheading other than that of the product;

归类于与产品不同的章、税目或子目中的材料；

- (c) a change from any heading or subheading outside a group, only non-originating material classified outside the group of headings or subheadings may be used in the production of the product;

- (c)从组外任何税目或子目变更时，仅可使用归类于该税目或子目组外的非原产材料进行产品生产；

- (d) a change from tariff provision x, whether or not there is also a change from any other chapter, heading or subheading, the value of any non-originating material that satisfies the change in tariff classification specified in the phrase commencing with the words "whether or not" is not considered when calculating the value of non-originating material. If two or more product-specific rules of origin are applicable to a heading, subheading or group of headings or subheadings, the change in tariff classification specified in this phrase reflects the change specified in the first rule of origin;

- (d) 从关税条款x变更时，无论是否同时存在从其他章、税目或子目的变更，满足以"无论是否"开头短语中指定的关税分类变更的任何非原产材料的价值，在计算非原产材料价值时不予考虑。若有两个或以上产品特定原产地规则适用于某税目、子目或税目/子目组，本短语指定的关税分类变更以第一条原产地规则规定的变更为准；

- (e) that the value of the non-originating materials of tariff provision x does not exceed x per cent of the transaction value or ex-works price of the product, only the value of the non-originating material specified in this rule of origin is considered when calculating the value of non-originating material. The percentage for the maximum value of non-originating

- (e) 关税条款x中的非原产材料价值不超过产品交易价值或出厂价格的x百分比时，在计算非原产材料价值时仅考虑本原产地规则中指定的非原产材料价值。非原产材料的最大价值百分比

material as set out in this rule of origin may not be exceeded through the use of Article 3.6;

- (f) that the value of the non-originating materials classified in the same tariff provision as the final product does not exceed x per cent of the transaction value or ex-works price of the product, non-originating material classified in a tariff provision other than that of the product may be used in the production of the product. Only the value of the non-originating material classified in the same tariff provision as the final product is considered when calculating the value of non-originating material. The percentage for the maximum value of non-originating material as set out in this rule of origin may not be exceeded through the use of Article 3.6; and

- (g) that the net weight of the non-originating material of tariff classification x used in production does not exceed x per cent of the net weight of the product, the specified non-originating material may be used in the production of the product, provided that it does not exceed the specified percentage of the net weight of the product in accordance with the definition of "net weight of the product". The percentage for the maximum weight of non-originating material as set out in this rule of origin may not be exceeded through the use of Article 3.6.

如本原产地规则所规定的材料，不得通过使用第3.6条来超出；

- (f) 归类于与最终产品相同关税条款的非原产材料价值不超过产品交易价值或出厂价格的x百分比时，可使用归类于产品关税条款之外的非原产材料进行产品生产。计算非原产材料价值时，仅考虑归类于与最终产品相同关税条款的非原产材料价值。本原产地规则规定的非原产材料最大价值百分比不得通过援引第3.6条予以突破；且

- (g) 生产中使用的关税分类x非原产材料的净重不超过产品净重的x百分比时，只要该非原产材料不超过"产品净重"定义中规定的产品净重百分比，即可用于产品生产。本原产地规则规定的非原产材料最大重量百分比不得通过援引第3.6条予以突破。

8. The product-specific rule of origin represents the minimum amount of production required on non-originating material for the resulting product to achieve originating status. A greater amount of production than that required by the product-specific rule of origin for that product also confers originating status.

8. 产品特定原产地规则代表为使最终产品获得原产资格而对非原产材料要求的最低生产量标准。若生产量超过该产品特定原产地规则的要求，亦可赋予产品原产资格。

9. If a product-specific rule of origin provides that a specified non-originating material may not be used, or that the value, volume or weight of a specified non-originating material cannot exceed a specific threshold, these conditions do not apply to non-originating material classified elsewhere in the Harmonized System.

9. 如果产品特定原产地规则规定不得使用特定非原产材料，或特定非原产材料的价值、体积或重量不得超过特定阈值，则这些条件不适用于归类于协调制度其他部分的非原产材料。

10. In accordance with Article 3.5, if a material obtains originating status in the territory of a Party and this material is further used in the production of a product for which origin is being determined, no account will be taken of any non-originating material used in the production of that material. This applies whether or not the material has acquired originating status inside the same factory where the product is produced.

10. 根据第3.5条，若某材料在缔约方领土内获得原产资格，且该材料被进一步用于生产待确定原产地的产品时，则不计入生产该材料过程中使用的任何非原产材料。此规定适用与否与该材料是否在与产品生产相同的工厂内获得原产资格无关。

11. The product-specific rules of origin set out in this Annex also apply to used products.

11. 本附件中列明的产品特定原产地规则也适用于废旧产品。

Section I

第一部分

Live animals; animal products

Chapter 1

Live Animals

Harmonized System Classification (HS2012)	Sufficient production
01.01 – 01.06	A change from any other chapter.

Chapter 2

Meat and Edible Meat Offal

Harmonized System Classification (HS2012)	Sufficient production
02.01 – 02.06	A change from any other chapter.
0207.11 – 0207.14	A change from any other chapter, except from fowls of the species Gallus domesticus (chickens) of heading 01.05.
0207.24 –	A change from any other chapter.

活动物；动物产品

第1章

活动物

协调制度分类（HS2012）	充分生产
01.01 – 01.06	从其他章变更。

第2章

肉及食用杂碎

协调制度分类（HS2012）	充分生产
02.01 – 02.06	从其他章节变更。
0207.11 – 0207.14	从其他章节变更，除家鸡（鸡）的品目01.05。
0207.24 –	从其他章节变更。

Harmonized System Classification (HS2012)	Sufficient production
0207.60	
02.08	A change from any other chapter.
02.09	A change to products of fowls of the species Gallus domesticus (chickens) from any other chapter, except from fowls of the species Gallus domesticus (chickens) of heading 01.05; or A change to any other product from any other chapter.
0210.11 – 0210.93	A change from any other chapter.
0210.99	A change to products of fowls of the species Gallus domesticus (chickens) from any other chapter, except from fowls of the species Gallus domesticus (chickens) of heading 01.05; or A change to any other product from any other chapter.

协调制度分类（HS2012）	充分生产
0207.60	
02.08	从其他章节变更。
02.09	从其他章变更为家鸡（鸡）的产品 家鸡（鸡）的产品， 但品目01.05的家鸡（鸡） 国内鸡（品目01.05）；或 从其他产品变更为任何其他产品 章。
0210.11 – 0210.93	从其他章节变更。
0210.99	变更为家鸡（鸡）的产品 从其他章节， 但家鸡（鸡）除外 品目01.05；或 从其他产品变更为任何其他产品 章。

Chapter 3

Fish and Crustaceans, Molluscs and Other Aquatic Invertebrates

Note: Aquaculture products of chapter 3 shall be considered as originating in a Party if they are raised in the territory of that Party from non-originating or originating seedstock such as eggs, fry, fingerlings or larvae.

Harmonized System Classification (HS2012)	Sufficient production
03.01 – 03.03	A change from any other chapter.
03.04	A change from any other heading.
0305.10 – 0305.49	A change from any other heading.
0305.51	A change from any other subheading.
0305.59 – 0305.79	A change from any other heading.
0306.11	A change from any other heading.
0306.12	A change from any other subheading.
0306.14 – 0306.17	A change from any other heading.
0306.19	A change from any other subheading, except from subheading 0306.29.
0306.21 – 0306.27	A change to a smoked product from within

第三章

鱼类、甲壳动物、软体动物及其他水生无脊椎动物注：第三章的水产养殖产品，若在缔约方领土内从非原产或原产种苗（如卵、鱼苗、鱼种或幼体）培育而成，则应视为该缔约方原产。

协调制度分类（HS2012）	充分生产
03.01 – 03.03	从其他章节变更。
03.04	从任何其他税目改变。
0305.10 – 0305.49	从任何其他税目改变。
0305.51	从任何其他子目改变。
0305.59 – 0305.79	从任何其他税目改变。
0306.11	从任何其他税目改变。
0306.12	从任何其他子目改变。
0306.14 – 0306.17	从任何其他税目改变。
0306.19	从其他子目变更，除从子目0306.29。
0306.21 – 0306.27	从内部变更为熏制产品

Harmonized System Classification (HS2012)	Sufficient production
	any one of these subheadings or any other subheading; or
0306.29	A change to any other product from any other heading.
03.07 – 03.08	A change from any other subheading, except from subheading 0306.19. A change to a smoked product from within any one of these headings or any other heading; or A change to any other product from any other heading.

协调制度 分类（HS2012）	充分生产
	任何这些子目或其他 子目；或
0306.29	从任何其他产品变更至任何 其他税目。
03.07 – 03.08	从任何其他子目改变，除 从子目0306.19。 熏制产品的变更来自 这些税目中的任何一个或其他 税目；或 从其他产品变更为任何 其他税目。

Chapter 4

Dairy Produce; Birds' Eggs; Natural Honey; Edible Products of Animal Origin, Not Elsewhere Specified or Included

Harmonized System Classification (HS2012)	Sufficient production

第四章

乳制品；鸟蛋；天然蜂蜜；其他未列明的食用动物产品

协调制度 分类 (HS2012)	充分生产

Harmonized System Classification (HS2012)	Sufficient production
04.01 – 04.06	A change from any other chapter, except from dairy preparations of subheading 1901.90, containing more than 10 per cent by dry weight of milk solids.
04.07 – 04.10	A change from any other chapter.

协调制度分类（HS2012）	充分生产
04.01 – 04.06	从其他章节变更，除从子目1901.90的乳制品，按干重计含有超过10%的乳固体。
04.07 – 04.10	从其他章节变更。

Chapter 5

第5章

Products of Animal Origin, Not Elsewhere Specified or Included

其他未列明的动物产品

Harmonized System Classification (HS2012)	Sufficient production
05.01 – 05.11	A change from any other chapter.

协调制度分类（HS2012）	充分生产
05.01 – 05.11	从任何其他变更章。

Section II

第二类

Vegetable products

蔬菜产品

Note: An agricultural or horticultural good grown in the territory of a Party is originating even if grown from seed, bulbs, rhizomes,

注：在缔约方领土内生长的农业或园艺产品，即使是从非缔约方进口的种子、

rootstock, cuttings, slips, grafts, shoots, buds or other live parts of plants that are imported from a non-Party.

砧木、插条、接穗、嫁接、嫩枝、芽或其他植物活体部分生长而来，仍视为原产

Chapter 6

第六章

Live Trees and Other Plants; Bulbs, Roots and the Like; Cut Flowers and Ornamental Foliage

活树及其他植物；鳞茎、根及类似品；切花及装饰用枝叶

Harmonized System Classification (HS2012)	Sufficient production
06.01 – 06.04	A change from any other chapter.

协调制度分类 (HS2012)	充分生产
06.01 – 06.04	从其他章变更。

Chapter 7

第七章

Edible Vegetables and Certain Roots and Tubers

食用蔬菜及某些根茎和块茎

Harmonized System Classification (HS2012)	Sufficient production
07.01 – 07.14	A change from any other chapter.

协调制度分类 (HS2012)	充分生产
07.01 – 07.14	从其他章变更。

Chapter 8

第8章

Edible Fruits and Nuts; Peel of Citrus Fruit or Melons

食用水果和坚果；柑橘类水果或甜瓜的果皮

Harmonized System Classification (HS2012)	Sufficient production
08.01 – 08.14	A change from any other chapter.

协调制度分类（HS2012）	充分生产
08.01 – 08.14	从其他章变更。

Chapter 9

Coffee, Tea, Maté and Spices

Harmonized System Classification (HS2012)	Sufficient production
0901.11 – 0910.99	A change from within any one of these subheadings or any other subheading.

第9章

咖啡、茶、马黛茶及香料

协调制度分类（HS2012）	充分生产
0901.11 – 0910.99	从其中任一变更子目或其他子目。

Chapter 10

Cereals

Harmonized System Classification (HS2012)	Sufficient production
10.01 – 10.08	A change from any other chapter.

第10章

谷物

协调制度分类 (HS2012)	充分生产
10.01 – 10.08	从其他章节变更章。

Chapter 11

第11章

Products of the Milling Industry; Malt; Starches; Inulin; Wheat Gluten

Harmonized System Classification (HS2012)	Sufficient production
11.01 – 11.09	A change from any other chapter.

磨粉工业产品；麦芽；淀粉；菊粉；小麦面筋

协调制度分类（HS2012）	充分生产
11.01 – 11.09	从任何其他变更章。

Chapter 12

Oil Seeds and Oleaginous Fruits; Miscellaneous Grains, Seeds and Fruit; Industrial or Medicinal Plants; Straw and Fodder

Harmonized System Classification (HS2012)	Sufficient production
12.01 – 12.14	A change from any other chapter.

第12章

油籽及含油果实；杂项谷物、种子及果实；工业或药用植物；秸秆及饲料

协调制度分类（HS2012）	充分生产
12.01 – 12.14	从其他章节变更。

Chapter 13

Lac; Gums, Resins and other Vegetable Saps and Extracts

Harmonized System Classification (HS2012)	Sufficient production
13.01 – 13.02	A change from any other chapter.

第13章

紫胶；树胶、树脂及其他植物汁液和提取物

协调制度分类（HS2012）	充分生产
13.01 – 13.02	从其他章节变更章。

Chapter 14

Vegetable Plaiting Materials; Vegetable Products Not Elsewhere Specified or Included

Harmonized System Classification (HS2012)	Sufficient production
14.01 – 14.04	A change from any other chapter.

Section III

Animal or vegetable fats and oils and their cleavage products; prepared edible fats; animal or vegetable waxes

Chapter 15

Animal or Vegetable Fats and Oils and Their Cleavage Products; Prepared Edible Fats; Animal or Vegetable Waxes

Harmonized System Classification (HS2012)	Sufficient production
15.01 – 15.15	A change from any other chapter.
1516.10	A change to a product obtained entirely from fish or marine mammals from any other

第14章

植物编织材料；其他未列明的植物产品

协调制度分类（HS2012）	充分生产
14.01 – 14.04	从任何其他变更章。

第三类

动、植物油、脂及其分解产品；精制食用油脂；动、植物蜡

第15章

动、植物油、脂及其分解产品；精制食用油脂；动、植物蜡

协调制度分类（HS2012）	充分生产
15.01 – 15.15	从其他章节变更。
1516.10	变更为完全从鱼类或海洋哺乳动物获得的其他产品

Harmonized System Classification (HS2012)	Sufficient production
	heading; or A change to any other product from any other chapter.
1516.20	A change from any other chapter.
15.17 – 15.22	A change from any other chapter.

协调制度分类（HS2012）	充分生产
	税目；或 从其他产品变更为任何其他 其他章。
1516.20	从其他章节变更。
15.17 – 15.22	从其他章节变更。

Section IV

第四部分

Prepared foodstuffs; beverages, spirits and vinegar; tobacco and manufactured tobacco substitutes

预制食品；饮料、酒和醋；烟草及人造烟草代用品

Chapter 16

第16章

Preparations of Meat, of Fish or of Crustaceans, Molluscs or other Aquatic Invertebrates

肉、鱼或甲壳动物、软体动物或其他水生无脊椎动物的制品

Harmonized System Classification (HS2012)	Sufficient production
16.01 – 16.02	A change from any other chapter.
16.03 – 16.05	A change from any other

协调制度分类 (HS2012)	充分生产
16.01 – 16.02	从其他章节变更 章。
16.03 – 16.05	来自任何其他的变更

Harmonized System Classification (HS2012)	Sufficient production
	heading.

Chapter 17

Sugars and Sugar Confectionary

Harmonized System Classification (HS2012)	Sufficient production
1701.12 – 1701.14	A change from any other chapter.
1701.91 – 1701.99	A change from any other heading.
17.02 – 17.03	A change from any other chapter.
17.04	A change from any other heading.

Chapter 18

Cocoa and Cocoa Preparations

协调制度分类（HS2012）	充分生产
	税目。

第17章

糖及糖食

协调制度分类 (HS2012)	充分生产
1701.12 – 1701.14	从其他章节变更章。
1701.91 – 1701.99	从任何其他税目改变。
17.02 – 17.03	从其他章节变更。
17.04	从任何其他税目。

第18章

可可及可可制品

Harmonized System Classification (HS2012)	Sufficient production
18.01 – 18.02	A change from any other heading.
1803.10 – 1803.20	A change from any other subheading.
18.04 – 18.05	A change from any other heading.
1806.10 – 1806.90	A change from any other subheading.

协调制度分类（HS2012）	充分生产
18.01 – 18.02	从任何其他税目改变。
1803.10 – 1803.20	从任何其他子目改变。
18.04 – 18.05	从任何其他税目改变。
1806.10 – 1806.90	从任何其他子目改变。

Chapter 19

Preparations of Cereals, Flour, Starch or Milk; Pastrycooks' Products

Harmonized System Classification (HS2012)	Sufficient production
1901.10	A change from any other chapter.
1901.20	A change to mixes and doughs containing more than 25 per cent by dry weight of butterfat, not

第19章

P谷物、面粉、淀粉或牛奶的准备工作；糕点师的产品

协调制度分类（HS2012）	充分生产
1901.10	从其他章节变更。
1901.20	变更为含有超过25%按干重百分比的乳脂的混合料和面团，不

Harmonized System Classification (HS2012)	Sufficient production
	put up for retail sale, from any other chapter, except from heading 04.01 through 04.06; or A change to any other product from any other chapter.
1901.90	A change to dairy preparations containing more than 10 per cent by dry weight of milk solids from any other chapter, except from heading 04.01 through 04.06; or A change to any other product from any other chapter.
19.02 – 19.04	A change from any other chapter.
19.05	A change from subheading 1901.90 or any other chapter.

协调制度分类（HS2012）	充分生产
	零售包装，来自任何其他章， 除税目04.01至04.06外；或 从其他产品变更为任何其他产品章。
1901.90	乳制品变更为含有超过 按干重计10%的乳固体的乳制品，来自任何其他章，除税目04.01外 through 04.06; or 从其他产品变更为任何其他产品章。
19.02 – 19.04	从其他章节变更。
19.05	从子目1901.90或其他章。

Chapter 20

Preparations of Vegetables, Fruit, Nuts or Other Parts of Plants

第20章

蔬菜、水果、坚果或植物其他部分的制品

Harmonized System Classification (HS2012)	Sufficient production
20.01 – 20.06	A change from any other chapter.
20.07 – 20.08	A change from any other heading.
2009.11 – 2009.89	A change from any other heading.
2009.90	A change to mixtures of juices containing cranberry juice, blueberry juice or loganberry juice from any other subheading; or A change to any other product from any other heading.

Chapter 21

Miscellaneous Edible Preparations

Harmonized System Classification (HS2012)	Sufficient production
2101.11	A change from any other chapter.
2101.12	A change from any other subheading.

协调制度分类（HS2012）	充分生产
20.01 – 20.06	从其他章节变更。
20.07 – 20.08	从任何其他税目改变。
2009.11 – 2009.89 从其他	
2009.90	变更为含有果汁的混合物蔓越莓汁、蓝莓汁或罗甘莓汁从任何其他子目；或 从其他产品变更为任何其他产品税目。

第21章

杂项食品制备

协调制度分类（HS2012）	充分生产
2101.11	从其他章节变更。
2101.12	从其他子目变更。

Harmonized System Classification (HS2012)	Sufficient production
2101.20 – 2101.30	A change from any other heading.
2102.10 – 2102.20	A change from any other chapter.
2102.30	A change from any other heading.
2103.10	A change from any other chapter.
2103.20 – 2103.90	A change from subheading 2103.10 or any other heading.
21.04	A change from any other heading.
21.05	A change from any other heading, except from heading 04.01 through 04.06 or dairy preparations of subheading 1901.90 containing more than 10 percent by dry weight of milk solids.
2106.10	A change from any other heading.
2106.90	A change to preparations containing more than 10 per cent by dry weight of milk solids from any other

协调制度分类（HS2012）	充分生产
2101.20 – 2101.30	从任何其他税目改变。
2102.10 – 2102.20	从其他章节变更。
2102.30	从任何其他税目改变。
2103.10	从其他章节变更。
2103.20 – 2103.90	从子目2103.10或任何其他税目改变。
21.04	从任何其他税目改变。
21.05	从任何其他税目改变，除非来自税目04.01至04.06或乳制品子目1901.90的准备工作，且含量超过10按干重百分比的乳固体。
2106.10	从任何其他税目改变。
2106.90	变更为含有超过10按干重计10%的乳固体的准备工作，从任何其他

Harmonized System Classification (HS2012)	Sufficient production
	heading, except from heading 04.01 through 04.06 or dairy preparations of subheading 1901.90 containing more than 10 per cent by dry weight of milk solids; or A change to any other product from any other heading.

协调制度分类 (HS2012)	充分生产
	税目，除税目04.01至04.06外或子目1901.90的乳制品按干重计乳固体含量超过10%的乳固体；或 从其他产品变更为任何其他产品税目。

Chapter 22

第22章

Beverages, Spirits and Vinegar

饮料、酒和醋

Harmonized System Classification (HS2012)	Sufficient production
22.01	A change from any other heading.
2202.10	A change from any other heading.
2202.90	A change to beverages containing milk from any

协调制度分类 （HS2012）	充分生产
22.01	从任何其他税目改变。
2202.10	从任何其他税目改变。
2202.90	从任何其他税目改变至含乳饮料

Harmonized System Classification (HS2012)	Sufficient production
	other heading, except from heading 04.01 through 04.06 or dairy preparations of subheading 1901.90 containing more than 10 per cent by dry weight of milk solids; or A change to any other product from any other heading.
22.03 – 22.07	A change from any other heading.
2208.20 – 2208.90	A change from within any one of these subheadings or any other subheading, provided that the total alcoholic volume of the non-originating materials does not exceed 10 per cent of the volume of the total alcoholic strength of the product.
22.09	A change from any other heading.

协调制度分类（HS2012）	充分生产
	其他税目，除税目04.01至04.06或子目1901.90的乳制品按干重计乳固体含量超过10%的乳固体；或 从其他产品变更为任何其他产品任何其他税目。
22.03至22.07	从任何其他税目改变。
2208.20 – 2208.90	从这些子目中的任何一个改变或其他子目，只要非原产材料的酒精体积总量不超过10%的总体积。 产品的总酒精浓度。
22.09	从任何其他税目改变。

Chapter 23

Residues and Waste from the Food Industries; Prepared Animal Fodder

第23章

食品工业残渣及废料；配制动物饲料

Harmonized System Classification (HS2012)	Sufficient production
23.01 – 23.02	A change from any other heading.
23.03	A change from any other heading, except from heading 10.05.
23.04 – 23.08	A change from any other heading.
2309.10	A change from any other subheading other than dog or cat food of subheading 2309.90.
2309.90	A change to preparations used in animal feeding containing more than 10 per cent by dry weight of milk solids from within this subheading, except from complete feeds or feed supplements, or any other heading, except from heading 04.01 through 04.06 or dairy preparations of subheading 1901.90 containing more than 10 per cent by dry weight of milk solids; or A change to any other product from within this subheading, except from complete feeds or feed

协调制度分类（HS2012）	充分生产
23.01 – 23.02	从任何其他税目改变。
23.03	从任何其他税目改变，除非从品目10.05。
23.04 – 23.08	从任何其他税目改变。
2309.10	从其他子目变更，而非狗或子目2309.90的猫粮。
2309.90	动物饲料用配方的变更按干重计乳固体含量超过10%的来自本子目内的乳固体，但全价饲料或饲料补充剂除外，或来自任何其他税目，但税目04.01至04.06除外或子目1901.90的乳制品按干重计乳固体含量超过10%的乳固体；或 变更至本子目内任何其他产品全价饲料或饲料除外

Harmonized System Classification (HS2012)	Sufficient production
	supplements, or any other heading.

协调制度分类（HS2012）	充分生产
	补充品，或任何其他税目。

Chapter 24

Tobacco and Manufactured Tobacco Substitutes

Note: Agricultural and horticultural products grown in the territory of a Party shall be treated as originating in the territory of that Party even if grown from seed, bulbs, rootstock, cuttings, slips, grafts, shoots, buds or other live parts of plants imported from a non-Party.

Harmonized System Classification (HS2012)	Sufficient production
24.01 – 24.03	A change from any other heading.

第24章

烟草及烟草制品替代品

注： 在缔约方领土内生长的农业和园艺产品，即使是从非缔约方进口的种子、鳞茎、根茎、插条、接穗、嫁接苗、嫩枝、芽或其他植物活体部分培育而成，也应视为原产于该缔约方领土。

协调制度分类（HS2012）	充分生产
24.01 – 24.03	从任何其他税目改变。

Section V

Mineral products

Chapter 25

第五类

矿产品

第25章

Salt; Sulphur; Earths and Stone; Plastering Materials; Lime and Cement

Harmonized System Classification (HS2012)	Sufficient production
25.01 – 25.03	A change from any other heading.
2504.10 – 2504.90	A change from within any one of these subheadings or any other subheading.
25.05 – 25.14	A change from any other heading.
2515.11 – 2516.90	A change from within any one of these subheadings or any other subheading.
25.17	A change from any other heading.
2518.10 – 2520.20	A change from within any one of these subheadings or any other subheading.
25.21 – 25.23	A change from any other heading.
2524.10 – 2525.30	A change from within any one of these subheadings or any other subheading.
25.26 – 25.29	A change from any other heading.
2530.10 – 2530.90	A change from within any one of these subheadings or any other subheading.

Chapter 26

盐；硫磺；泥土和石头；抹灰材料；石灰和水泥

协调制度分类（HS2012）	充分生产
25.01 – 25.03	从任何其他税目改变。
2504.10 – 2504.90	从其中任一变更子目或其他子目。
25.05 – 25.14	从任何其他税目改变。
2515.11 – 2516.90	从其中任一变更子目或其他子目。
25.17	从任何其他税目改变。
2518.10 – 2520.20	从其中任一变更子目或其他子目。
25.21 – 25.23	从任何其他税目改变。
2524.10 – 2525.30	从其中任一变更子目或其他子目。
25.26 – 25.29	从任何其他税目改变。
2530.10 – 2530.90	从其中任一变更子目或其他子目。

Chapter 26

Ores, Slag and Ash

Harmonized System Classification (HS2012)	Sufficient production
26.01 – 26.21	A change from any other heading.

矿石、矿渣及矿灰

协调制度分类（HS2012）	充分生产
26.01 – 26.21	从其他变更税目。

Chapter 27

Mineral Fuels, Mineral Oils and Products of Their Distillation; Bituminous Substances; Mineral Waxes

Harmonized System Classification (HS2012)	Sufficient production
27.01 – 27.16	A change from within any one of these headings or any other heading.

第27章

矿物燃料、矿物油及其蒸馏产品；沥青物质；矿物蜡

协调制度分类（HS2012）	充分生产
27.01 – 27.16	从其中任一变更税目或任何其他税目。

Section VI

Products of the chemical or allied industries

Chapter 28

Inorganic Chemicals; Organic or Inorganic Compounds of Precious Metals, of Rare-Earth Metals, of Radioactive Elements or of Isotopes

第六节

化学或相关工业产品

第28章

无机化学品；贵金属、稀土金属、放射性元素或同位素的有机或无机化合物

Note 1: A product of this chapter is an originating product if it is the result of any one of the following:

- (a) an applicable change in tariff classification specified in the rules of origin of this chapter;
- (b) a chemical reaction as described in Note 2 below; or
- (c) purification as described in Note 3 below.

注释1：本章的产品若符合下列任一条件即为原产产品：

• (a) 本章原产地规则中规定的适用关税分类变更；• (b) 如下注释2所述的化学反应；或• (c) 如下注释3所述的纯化。

Note 2: Chemical Reaction

A product of this chapter shall be treated as an originating product if it is the result of a chemical reaction.

For the purposes of this chapter, a ''chemical reaction'' is a process (including a biochemical process) that results in a molecule with a new structure by breaking intramolecular bonds and by forming new intramolecular bonds or by altering the spatial arrangement of atoms in a molecule.

The following are not considered to be chemical reactions for the purposes of determining whether a product is originating:

- (a) dissolution in water or in another solvent;
- (b) the elimination of solvents, including solvent water; or
- (c) the addition or elimination of water of crystallization.

注释2：化学反应

本章产品若为化学反应的结果，则应视为原产产品。

就本章而言，“化学反应”是指通过断裂分子内键并形成新的分子内键或改变分子中原子的空间排列，从而产生具有新结构的分子的过程（包括生化过程）。

以下情形在判定产品原产地时不被视为化学反应：

• (a) 在水中或其他溶剂中的溶解；• (b) 溶剂的去除，包括溶剂水的去除；或• (c) 结晶水的添加或去除。

Note 3: Purification

注释3：纯化

A product of this chapter that is subject to purification shall be treated as an originating product provided that the purification occurs in the territory of one or both of the Parties and results in the elimination of not less than 80 per cent of the impurities.

本章产品若需进行纯化处理，只要该纯化过程在一方或双方领土内完成，且能消除不低于80百分比的杂质，则该产品应视为原产产品。

Note 4: Separation Prohibition

A product that meets the applicable change in tariff classification in the territory of one or both of the Parties as a result of the separation of one or more materials from a man-made mixture shall not be treated as an originating product unless the isolated material underwent a chemical reaction in the territory or one or both of the Parties.

注4：分离禁止

在一方或双方领土内因从人造混合物中分离一种或多种材料而符合适用关税分类变更要求的产品，不得视为原产产品，除非该分离材料在一方或双方领土内经历了化学反应。

Harmonized System Classification (HS2012)	Sufficient production
2801.10 – 2853.00	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also A change from any other subheading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 20

协调制度分类（HS2012）	充分生产
2801.10 – 2853.00	从任何其他子目改变；或 从这些子目中的任何一个内部变更， 无论是否同时存在从任何其他 子目的变更，只要 归类于同一税目的非原产材料价值 子目作为最终产品不超过20

Harmonized System Classification (HS2012)	Sufficient production
	per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	百分比 的 交易价值 或 出厂价格 的该产品。

Chapter 29

Organic Chemicals

Note 1: A product of this chapter is an originating product if it is the result of any one of the following:

- (a) an applicable change in tariff classification specified in the rules of origin of this chapter;
- (b) a chemical reaction as described in Note 2 below; or
- (c) purification as described in Note 3 below.

Note 2: Chemical Reaction

A product of this chapter shall be treated as an originating product if it is the result of a chemical reaction.

For the purposes of this chapter, a ‘‘chemical reaction’’ is a process (including a biochemical process) that results in a molecule with a new

第29章

有机化学品

注释1： 本章产品在满足以下任一条件时视为原产产品：

• (a) 符合本章原产地规则中规定的关税分类变更；• (b) 符合下文注释2所述的化学反应；或• (c) 符合下文注释3所述的纯化。

注释2：化学反应

若本章产品为化学反应产物，则应视为原产产品。

就本章而言，“化学反应”是指通过破坏分子内键并形成新的分子内键或改变分

structure by breaking intramolecular bonds and by forming new intramolecular bonds or by altering the spatial arrangement of atoms in a molecule.

结构的分子的一种过程（包括生化过程）。

The following are not considered to be chemical reactions for the purposes of determining whether a product is originating:

以下情形在判定产品原产地时不被视为化学反应：

- (a) dissolution in water or in another solvent;
- (b) the elimination of solvents, including solvent water; or
- (c) the addition or elimination of water of crystallization.

• (a) 在水中或其他溶剂中的溶解；• (b) 溶剂的去除，包括溶剂水；或• (c) 结晶水的添加或去除。

Note 3: Purification

注释3：纯化

A product of this chapter that is subject to purification shall be treated as an originating product provided that the purification occurs in the territory of one or both of the Parties and results in the elimination of not less than 80 per cent of the impurities.

本章产品若需进行纯化，只要该纯化过程在一方或双方领土内完成，且能消除不低于80百分比的杂质，则应视为原产产品。

Note 4: Separation Prohibition

注释4：分离禁止

A product that meets the applicable change in tariff classification in the territory of one or both of the Parties as a result of the separation of one or more materials from a man-made mixture shall not be treated as an originating product unless the isolated material underwent a chemical reaction in the territory or one or both of the Parties.

在一方或双方领土内因从人造混合物中分离出一种或多种材料而符合适用关税分类变更要求的产品，不应被视为原产产品，除非该分离材料在一方或双方领土内经历了化学反应。

Harmonized System Classification (HS2012)	Sufficient production
2901.10 – 2942.00	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also A change from any other subheading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
2901.10 – 2942.00	从任何其他子目改变；或 从这些子目中的任何一个改变， 无论是否还存在从任何其他的变更， 子目，前提是归类于与 最终产品相同子目的非原产材料价值 子目作为最终产品不超过20 产品交易价值或出厂价格的百分比 。

Chapter 30

Pharmaceutical Products

Harmonized System Classification (HS2012)	Sufficient production
3001.20 – 3005.90	A change from within any one of these subheadings or any other subheading.
3006.10 – 3006.60	A change from within any one of these

第30章

药品

协调制度分类（HS2012）	充分生产
3001.20 – 3005.90	从其中任一变更 子目或其他子目。
3006.10 – 3006.60	从其中任一变更

Harmonized System Classification (HS2012)	Sufficient production
	subheadings or any other subheading.
3006.70 – 3006.92	A change from any other subheading.

Chapter 31

Fertilisers

Harmonized System Classification (HS2012)	Sufficient production
31.01	A change from within this heading or any other heading.
31.02	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.

协调制度 分类（HS2012）	充分生产
	子目或其他子目。
3006.70 – 3006.92	从任何其他子目改变。

第31章

肥料

协调制度 系统 分类 （HS2012）	充分生产
31.01	从本品目或其他任何 品目改变
31.02	从任何其他税目改变；或 从本税目内改变，无论是否 也有从任何其他税目的改变 前提是非原产 本税目的材料价值不超过20% 产品交易价值或出厂价格的 百分比。

Harmonized System Classification (HS2012)	Sufficient production
3103.10 – 3105.90	A change from within any one of these subheadings or any other subheading.

Chapter 32

Tanning or Dyeing Extracts; Tannins and Their Derivatives; Dyes, Pigments and Other Colouring Matter; Paints and Varnishes; Putty and Other Mastics; Inks

Harmonized System Classification (HS2012)	Sufficient production
3201.10 – 3210.00	A change from within any of these subheadings or any other subheading.
32.11 – 32.12	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other

协调制度分类（HS2012）	充分生产
3103.10 – 3105.90	从这些子目中的任何一个改变 或其他子目。

第32章

鞣料或染料提取物；单宁及其衍生物；染料、颜料及其他着色材料；油漆及清漆；腻子及其他胶粘剂；墨水

协调制度分类（HS2012）	充分生产
3201.10 – 3210.00	从这些子目中的任何一个子目或 其他子目变更。
32.11 – 32.12	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他的变更

Harmonized System Classification (HS2012)	Sufficient production
	heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.
3213.10	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
3213.90	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating

协调制度分类（HS2012）	充分生产
	税目，前提是该 归类于同一税目的非原产材料 与最终产品相同的税目不超过20% 产品交易价值或出厂价格的百分比 产品。
3213.10	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 前提是非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 百分比。
3213.90	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 只要非原产的价值

Harmonized System Classification (HS2012)	Sufficient production
	materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
32.14 – 32.15	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	本税目的材料不超过20% 产品交易价值或出厂价格的 产品。
32.14 – 32.15	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他税目改变 税目，前提是 归类于同一税目下的非原产材料 价值不超过最终产品交易价值或出厂价格的20% 交易价值或出厂价格的百分之 。

Chapter 33

Essential Oils and Resinoids; Perfumery, Cosmetic or Toilet Preparations

第33章

Es精油和树脂类；香水、化妆品或盥洗用品

Harmonized System Classification (HS2012)	Sufficient production
3301.12 – 3302.90	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also a change from any other subheading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.
33.03 – 33.07	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
3301.12 – 3302.90	从任何其他子目改变；或 从这些子目中的任何一个改变， 无论是否同时存在从其他 子目的变更，只要 归类于与最终产品相同 子目下的非原产材料价值不超过20 产品交易价值或出厂价格的百分比 。
33.03 – 33.07	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目，前提是 归类于同一税目下的非原产材料 占最终产品的比例不超过20% 产品交易价值或出厂价格的百分比 。

Chapter 34

Soap, Organic Surface-Active Agents, Washing Preparations, Lubricating Preparations, Artificial Waxes, Prepared Waxes, Polishing or Scouring Preparations, Candles and Similar Articles, Modelling Pastes, "Dental Waxes" and Dental Preparations with a Basis of Plaster

Harmonized System Classification (HS2012)	Sufficient production
3401.11 – 3401.20	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
3401.30	A change from any other heading, except from subheading 3402.90; or A change from within this heading, whether or not there is also a change from any other heading, except

第34章

肥皂、有机表面活性剂、洗涤制剂、润滑制剂、人造蜡、调制蜡、抛光或擦洗制剂、蜡烛及类似品、造型膏、“牙科用蜡”及以石膏为基料的牙科制剂

协调制度系统分类（HS2012）	充分生产
3401.11 – 3401.20	从任何其他税目改变；或 从本税目内改变，无论是否也存在从任何其他税目的改变，只要非原产的价值本税目的材料不超过20%产品交易价值或出厂价格的百分比。
3401.30	从任何其他税目改变，除子目3402.90；或 从本税目内改变，无论是否还存在从任何其他税目改变，除了

Harmonized System Classification (HS2012)	Sufficient production
	subheading 3402.90, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
3402.11 – 3402.19	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also a change from any other subheading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.
3402.20	A change from any other subheading, except from subheading 3402.90.
3402.90	A change from any other subheading; or A change from within this subheading, whether or

协调制度分类（HS2012）	充分生产
	子目3402.90，只要其价值 本税目的非原产材料不 超过产品交易价值或出厂价格的20% 产品的出厂价格。
3402.11 – 3402.19	从任何其他子目改变；或 从这些子目中的任何一个内部变更， 无论是否还存在从任何其他 子目变更，只要 归类于与最终产品相同子目的 非原产材料价值不超过20 百分比的产品交易价值或出厂价格， 即可。
3402.20	从任何其他子目改变，除 子目3402.90。
3402.90	从其他子目变更；或 从本子目内变更，无论

Harmonized System Classification (HS2012)	Sufficient production
	not there is also a change from any other subheading, provided that the value of the non-originating materials of this subheading does not exceed 20 per cent of the transaction value or ex-works price of the product.
3403.11 – 3405.90	A change from any other subheading.
34.06	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
34.07	A change from any other heading: or A change from within this heading, whether or not

协调制度分类 (HS2012)	充分生产
	不存在从其他子目变更的情况， 前提是非原产 材料价值不超过该子目 产品交易价值或出厂价格的20% 。
3403.11 – 3405.90	从任何其他子目改变。
34.06	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过20% 的交易价值或出厂价格 产品。
34.07	从任何其他税目改变：或 从本税目内改变，无论是否

Harmonized System Classification (HS2012)	Sufficient production
	there is also a change from any other heading, provided that: • (a) at least one of the component products of the set is originating, and • (b) the value of the non-originating component products of heading 34.07 does not exceed 25 per cent of the transaction value or ex-works price of the set.

协调制度分类（HS2012）	充分生产
	还存在从任何其他税目改变， 条件是： • (a) 该套件中至少有一个组成产品是原产的，且该套件为原产，且 • (b) 税目34.07项下的非原产成分产品的价值不超过交易价值或出厂价格的25%， 套件。

Chapter 35

第35章

Albuminoidal Substances; Modified Starches; Glues; Enzymes

蛋白类物质；改性淀粉；胶水；酶

Harmonized System Classification (HS2012)	Sufficient production
3501.10 –	A change from any other subheading.

协调制度系统分类 (HS2012)	充分生产
3501.10 –	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
3501.90	
3502.11 – 3502.19	A change from any subheading outside that group.
3502.20 – 3502.90	A change from any other subheading.
35.03 – 35.04	A change from any other heading.
3505.10	A change from any other heading.
3505.20	A change from any other heading; or A change from subheading 3505.10, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 3505.10 does not exceed 50 per cent of the transaction value or ex-works price of the product.
35.06	A change from any other heading.
3507.10 –	A change from any other subheading.

协调制度分类（HS2012）	充分生产
3501.90	
3502.11 – 3502.19	从该组以外的任何子目变更。
3502.20 – 3502.90	从其他子目变更。
35.03 – 35.04	从任何其他税目改变。
3505.10	从任何其他税目改变。
3505.20	从任何其他税目改变；或 从子目3505.10改变，无论是否 也存在从任何其他税目的改变， 只要子目3505.10的非原产材料 价值不超过交易价值或出厂价格的50 交易价值或出厂价格的百分比 产品。
35.06	从任何其他税目改变。
3507.10 –	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
3507.90	

协调制度分类（HS2012）	充分生产
3507.90	

Chapter 36

第36章

Explosives; Pyrotechnic Products; Matches; Pyrophoric Alloys; Certain Combustible Preparations

炸药；烟火制品；火柴；引火合金；某些易燃制剂

Harmonized System Classification (HS2012)	Sufficient production
36.01 – 36.06	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the

协调制度分类（HS2012）	充分生产
36.01 – 36.06	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他税目改变， 前提是该产品的价值 归类于同一税目的非原产材料 不超过最终产品交易价值或出厂价格的20% 交易价值或出厂价格的百分之

Harmonized System Classification (HS2012)	Sufficient production
	product.

协调制度分类（HS2012）	充分生产
	产品。

Chapter 37

第37章

Photographic or Cinematographic Goods

摄影或电影摄影用品

Harmonized System Classification (HS2012)	Sufficient production
37.01	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
37.02	A change from any other heading, except from

协调制度分类（HS2012）	充分生产
37.01	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过20% 产品交易价值或出厂价格的 产品。
37.02	从任何其他税目改变，除从

Harmonized System Classification (HS2012)	Sufficient production
	heading 37.01.
37.03 – 37.06	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.
3707.10 – 3707.90	A change from any other subheading.

协调制度分类（HS2012）	充分生产
	税目37.01。
37.03至37.06	从任何其他税目改变；或 从这些税目中的任何一个内部改变，无论是否也存在从任何其他税目的改变，只要归类于同一税目的非原产材料价值税目作为最终产品不超过20%产品交易价值或出厂价格的百分比。
3707.10 – 3707.90	从任何其他子目改变。

Chapter 38

Miscellaneous Chemical Products

第38章

杂项化学产品

Harmonized System Classification (HS2012)	Sufficient production
38.01 – 38.02	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
38.03	A change from within this heading or any other heading.
38.04	A change from any other heading.
3805.10	A change to purified sulphate turpentine from any other subheading, or from raw spirits of sulphate turpentine as a result of purification by distillation; or A change to any other product of subheading

协调制度分类（HS2012）	充分生产
38.01 – 38.02	从任何其他税目改变；或 从这些税目中的任何一个内部改变，无论是否同时存在从任何其他税目的改变，只要归类于与最终产品相同税目的非原产材料价值不超过50%产品交易价值或出厂价格的百分比。
38.03	从本品目或其他任何品目改变。
38.04	从任何其他税目改变。
3805.10	精制硫酸盐松节油从任何其他子目，或来自硫酸盐松节油粗馏分经蒸馏提纯后的产物； or 变更为子目下的任何其他产品

Harmonized System Classification (HS2012)	Sufficient production
	3805.10 from any other subheading.
3805.90	A change from any other subheading.
3806.10 – 3806.90	A change from any other subheading.
38.07	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
3808.50 – 3808.99	A change from any other subheading.
3809.10	A change from any other subheading.
3809.91 – 3809.93	A change from any other heading; or

协调制度分类（HS2012）	充分生产
	3805.10 来自任何其他子目。
3805.90	从其他子目变更。
3806.10 – 3806.90	从其他子目变更。
38.07	从任何其他税目改变；或 从本税目内改变，无论是否也存在从任何其他税目的改变，前提是非原产本税目的材料价值不超过50%产品交易价值或出厂价格的百分比。
3808.50 – 3808.99	从任何其他子目改变。
3809.10	从其他子目变更。
3809.91 – 3809.93	从任何其他税目改变；或

Harmonized System Classification (HS2012)	Sufficient production
	A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
38.10	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
3811.11 – 3811.90	A change from any other subheading.
38.12	A change from any other heading; or

协调制度分类 (HS2012)	充分生产
	从本税目内改变，无论是否 还存在从任何其他税目改变， 前提是非原产 本税目的材料价值不超过20% 产品交易价值或出厂价格的百分比 的产品。
38.10	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过20% 产品交易价值或出厂价格的百分比 产品。
3811.11 – 3811.90	从任何其他子目改变。
38.12	从任何其他税目改变；或

Harmonized System Classification (HS2012)	Sufficient production
	A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 20 per cent of the transaction value or ex-works price of the product.
38.13 – 38.14	A change from any other heading.
3815.11 – 3815.90	A change from any other subheading.
38.16 – 38.19	A change from any other heading.
38.20	A change from any other heading, except from subheading 2905.31 or 2905.49; or A change from subheading 2905.31 or 2905.49, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 2905.31

协调制度分类 (HS2012)	充分生产
	从本税目内改变，无论是否 还存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过20% 产品交易价值或出厂价格的百分比 。
38.13 – 38.14	从任何其他税目改变。
3815.11 – 3815.90	从任何其他子目改变。
38.16 – 38.19	从任何其他税目改变。
38.20	从任何其他税目改变，除非从 子目 2905.31 或 2905.49；或 从子目 2905.31 或 2905.49 改变， 无论是否也从任何其他 税目改变，只要 子目 2905.31 的非原产材料价值

Harmonized System Classification (HS2012)	Sufficient production
	or 2905.49 does not exceed 50 per cent of the transaction value or ex-works price of the product.
38.21 – 38.22	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 20 per cent of the transaction value or ex-works price of the product.
3823.11 – 3823.70	A change from any other subheading.
38.24	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating

协调制度分类（HS2012）	充分生产
	或2905.49不超过50%的 产品交易价值或出厂价格。
38.21 – 38.22	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他 税目的变更，只要该 归类于同一税目下的非原产材料 不超过最终产品交易价值或出厂价格的20% 交易价值或出厂价格的百分之 的产品。
3823.11 – 3823.70	从任何其他子目改变。
38.24	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产的价值

Harmonized System Classification (HS2012)	Sufficient production
	materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
38.25-38.26	A change from any other heading.

协调制度分类（HS2012）	充分生产
	本税目的材料不超过50%产品交易价值或出厂价格的百分比。
38.25-38.26	从任何其他税目改变。

Section VII

Plastics and articles thereof; rubber and articles thereof

Chapter 39

Plastics and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
39.01 – 39.15	A change from any other heading; or A change from within any one of these headings,

第七类

塑料及其制品；橡胶及其制品

第39章

塑料及其制品

协调制度分类（HS2012）	充分生产
39.01 – 39.15	从任何其他税目改变；或 从这些税目中的任何一个内部改变，

Harmonized System Classification (HS2012)	Sufficient production
	whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the net weight of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the net weight of the product.
39.16 – 39.26	A change from any other heading.

协调制度分类（HS2012）	充分生产
	是否还存在从任何其他的变更 税目，前提是 归类于同一税目下的非原产材料 与最终产品的价值不超过50% 产品交易价值或出厂价格的百分比 ；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目的改变，只要归类于最终产品 同一税目下的非原产材料的 净重不超过产品净重的50% 产品净重的百分之几。
39.16 – 39.26	从任何其他税目改变。

Chapter 40

Rubber and Articles Thereof

第40章

橡胶及其制品

Harmonized System Classification (HS2012)	Sufficient production
40.01 – 40.11	A change from any other heading.
4012.11 – 4012.19	A change from any other subheading.
4012.20 – 4012.90	A change from any other heading.
40.13 – 40.16	A change from any other heading.
40.17	A change from within this heading or any other heading.

协调制度 分类（HS2012）	充分生产
40.01 – 40.11	从任何其他税目改变。
4012.11 – 4012.19	从其他子目变更。
4012.20 – 4012.90	从任何其他税目改变。
40.13 – 40.16	从任何其他税目改变。
40.17	从本税目内改变或 任何其他税目。

Section VIII

第八类

Raw hides and skins, leather, furskins and articles thereof; saddlery and harness; travel goods, handbags and similar containers; articles of animal gut (other than silk-worm gut)

生皮、皮革、毛皮及其制品；鞍具及挽具；旅行用品、手提包及类似容器；动物肠线制品（蚕肠线除外）

Chapter 41

第41章

Raw Hides and Skins (Other Than Furskins) and Leather

生皮（毛皮除外）及皮革

Harmonized System Classification (HS2012)	Sufficient production

Harmonized 系统 分类 (HS2012)	充分生产

Harmonized System Classification (HS2012)	Sufficient production
41.01 – 41.03	A change from any other heading.
4104.11 – 4104.19	A change from any other heading.
4104.41 – 4104.49	A change from any other subheading.
4105.10	A change from any other heading.
4105.30	A change from any other subheading.
4106.21	A change from any other heading.
4106.22	A change from any other subheading.
4106.31	A change from any other heading.
4106.32	A change from any other subheading.
4106.40	A change from within this subheading or any other subheading.
4106.91	A change from any other heading.
4106.92	A change from any other subheading.

协调制度分类（HS2012）	充分生产
41.01 – 41.03	从任何其他税目改变。
4104.11 – 4104.19	从任何其他税目改变。
4104.41 – 4104.49	从其他子目变更。
4105.10	从任何其他税目改变。
4105.30	从任何其他子目改变。
4106.21	从任何其他税目改变。
4106.22	从任何其他子目改变。
4106.31	从任何其他税目改变。
4106.32	从任何其他子目改变。
4106.40	从本子目或其他子目变更子目。
4106.91	从任何其他税目改变。
4106.92	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
41.07	A change from any other heading, except from heading 41.04; or A change from heading 41.04, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 41.04 does not exceed 50 per cent of the transaction value or ex-works price of the product.
41.12 – 41.15	A change from any other heading.

协调制度分类 (HS2012)	充分生产
41.07	从任何其他税目改变，但从以下税目改变除外 税目41.04；或 从税目41.04改变，无论是否同时存在 从任何其他税目改变，只要 税目41.04的非原产材料价值不超过 产品交易价值或出厂价格的50% 产品交易价值或出厂价格。
41.12 – 41.15	从任何其他税目改变。

Chapter 42

Articles of Leather; Saddlery and Harness; Travel Goods, Handbags and Similar Containers; Articles of Animal Gut (Other Than Silk-Worm Gut)

Harmonized System Classification (HS2012)	Sufficient production
42.01 – 42.06	A change from any other heading.

第42章

皮革制品；鞍具及挽具；旅行用品、手提包及类似容器；动物肠线制品（蚕肠线除外）

协调制度分类 (HS2012)	充分生产
42.01 – 42.06	从任何其他 税目改变。

Chapter 43

Furskins and Artificial Fur; Manufactures Thereof

Harmonized System Classification (HS2012)	Sufficient production
43.01	A change from any other heading.
4302.11 – 4302.30	A change from any other subheading.
43.03 – 43.04	A change from any other heading.

第43章

毛皮及人造毛皮；其制品

协调制度分类（HS2012）	充分生产
43.01	从任何其他变更税目。
4302.11 – 4302.30	从任何其他子目。
43.03 – 43.04	从其他税目。

Section IX

Wood and articles of wood; wood charcoal; cork and articles of cork; manufactures of straw, of esparto or of other plaiting materials; basketware and wickerwork

第九类

木材及木制品；木炭；软木及软木制品；稻草、秸秆、针茅或其他编结材料制品；篮筐及柳条编织品

Chapter 44

Wood and Articles of Wood; Wood Charcoal

第四十四章

木及木制品；木炭

Harmonized System Classification (HS2012)	Sufficient production

协调制度分类（HS2012）	充分生产

Harmonized System Classification (HS2012)	Sufficient production
44.01 – 44.21	A change from any other heading.

协调制度分类（HS2012）	充分生产
44.01 – 44.21	从任何其他税目改变。

Chapter 45

第45章

Cork and Articles of Cork

软木及软木制品

Harmonized System Classification (HS2012)	Sufficient production
45.01 – 45.04	A change from any other heading.

协调制度分类（HS2012）	充分生产
45.01 – 45.04	从任何其他变更税目。

Chapter 46

第46章

Manufactures of Straw, of Esparto or of Other Plaiting Materials; Basketware and Wickerwork

稻草、秸秆、针茅或其他编结材料制品；篮筐及柳条编织品

Harmonized System Classification (HS2012)	Sufficient production
46.01 – 46.02	A change from any other heading.

协调制度分类 (HS2012)	充分生产
46.01 – 46.02	从任何其他税目改变。

Section X

第十类

Pulp of wood or of other fibrous cellulosic material; recovered (waste and scrap) paper or paperboard; paper and paperboard and articles thereof

木浆或其他纤维状纤维素材料的浆；回收（废碎）纸或纸板；纸及纸板及其制品

Chapter 47

第47章

Pulp of Wood or of Other Fibrous Cellulosic Material; Recovered (Waste and Scrap) Paper or Paperboard

木浆或其他纤维状纤维素材料的浆；回收（废碎）纸或纸板

Harmonized System Classification (HS2012)	Sufficient production
47.01 – 47.07	A change from any other heading.

协调制度分类（HS2012）	充分生产
47.01 – 47.07	从任何其他税目改变。

Chapter 48

第48章

Paper and Paperboard; Articles of Paper Pulp, of Paper or of Paperboard

纸和纸板；纸浆、纸或纸板制品

Harmonized System Classification (HS2012)	Sufficient production
48.01 – 48.09	A change from any other heading.
4810.13 – 4811.90	A change from any other subheading.

协调制度分类 (HS2012)	充分生产
48.01 – 48.09	从任何其他税目改变。
4810.13 – 4811.90	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
48.12 – 48.23	A change from any other heading.

协调制度分类（HS2012）	充分生产
48.12 – 48.23	从任何其他税目改变。

Chapter 49

第49章

Printed Books, Newspapers, Pictures and Other Products of the Printing Industry; Manuscripts, Typescripts and Plans

印刷书籍、报纸、图片和印刷业其他产品；手稿、打字稿和平面图

Harmonized System Classification (HS2012)	Sufficient production
49.01 – 49.11	A change from any other heading.

协调制度分类（HS2012）	充分生产
49.01 – 49.11	从任何其他变更税目。

Section XI

第十一类

Textiles and textile articles

纺织品及纺织制品

Chapter 50

第五十章

Silk

Silk

Harmonized System Classification (HS2012)	Sufficient production

协调制度分类（HS2012）	充分生产

Harmonized System Classification (HS2012)	Sufficient production
50.01 – 50.03	A change from any other chapter.
50.04 – 50.06	A change from any heading outside that group.
50.07	A change from any other heading.

协调制度分类（HS2012）	充分生产
50.01 – 50.03	从其他章节变更。
50.04 – 50.06	从该组以外的任何品目改变。
50.07	从任何其他税目改变。

Chapter 51

Wool, Fine or Coarse Animal Hair; Horsehair Yarn and Woven Fabric

Harmonized System Classification (HS2012)	Sufficient production
5101.11 – 5101.30	A change from any other subheading.
51.02	A change from any other heading.
5103.10 – 5103.30	A change from any other subheading.
51.04 – 51.05	A change from any other heading.
51.06 – 51.10	A change from any heading outside that group.

第51章

羊毛、动物细毛或粗毛；马毛纱线及机织物

协调制度分类（HS2012）	充分生产
5101.11 – 5101.30	从任何其他子目。
51.02	从任何其他税目改变。
5103.10 – 5103.30	从任何其他子目。
51.04 – 51.05	从任何其他税目改变。
51.06 – 51.10	从任何外部税目变更该群体。

Harmonized System Classification (HS2012)	Sufficient production
51.11 – 51.13	A change from any other heading.

Chapter 52

Cotton

Harmonized System Classification (HS2012)	Sufficient production
52.01 – 52.03	A change from any other heading.
52.04 – 52.07	A change from heading 52.01 through 52.03 or any other chapter, except from heading 54.01 through 54.05.
52.08 – 52.12	A change from any other heading.

Chapter 53

Other Vegetable Textile Fibres; Paper Yarn and Woven Fabrics of Paper Yarn

Harmonized System Classification (HS2012)	Sufficient production
53.01 – 53.05	A change from any other chapter.

协调制度分类（HS2012）	充分生产
51.11 – 51.13	从任何其他税目改变。

第52章

棉花

协调制度分类（HS2012）	充分生产
52.01 – 52.03	从任何其他税目改变。
52.04 – 52.07	从税目52.01至52.03改变或任何其他章，但从税目54.01至54.05除外。
52.08至52.12	从任何其他税目改变。

第53章

其他植物纺织纤维；纸纱线及其机织物

协调制度分类（HS2012）	充分生产
53.01至53.05	从其他章节变更。

Harmonized System Classification (HS2012)	Sufficient production
53.06 – 53.08	A change from any heading outside that group.
53.09 – 53.11	A change from any other heading.

协调制度分类（HS2012）	充分生产
53.06 – 53.08	从该组以外的任何品目改变。
53.09 – 53.11	从任何其他税目改变。

Chapter 54

Man-Made Filaments; Strip and the Like of Man-Made Textile Materials

Harmonized System Classification (HS2012)	Sufficient production
54.01 – 54.06	A change from any other chapter.
54.07 – 54.08	A change from any other heading.

第54章

人造纤维；人造纺织材料制的条及类似品

协调制度分类（HS2012）	充分生产
54.01 – 54.06	从其他章节变更章。
54.07 – 54.08	从其他章节变更税目。

Chapter 55

Man-Made Staple Fibres

Harmonized System Classification (HS2012)	Sufficient production
55.01 – 55.07	A change from any other chapter.

第55章

人造短纤维

协调制度分类（HS2012）	充分生产
55.01 – 55.07	从其他章节变更。

Harmonized System Classification (HS2012)	Sufficient production
55.08 – 55.11	A change from any other heading, except from heading 54.01 through 54.06.
55.12	A change from any other heading.
55.13	A change from any other heading, except from heading 55.14.
55.14	A change from any other heading, except from heading 55.13.
55.15 – 55.16	A change from any other heading.

协调制度分类（HS2012）	充分生产
55.08 – 55.11	从任何其他税目改变，除从税目54.01至54.06。
55.12	从任何其他税目改变。
55.13	从任何其他税目改变，除非从税目55.14改变。
55.14	从任何其他税目改变，除非从税目55.13改变。
55.15 – 55.16	从任何其他税目改变。

Chapter 56

Wadding, Felt and Nonwovens; Special Yarns; Twine, Cordage, Ropes and Cables and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
56.01 – 56.03	A change from any other heading.
56.04 – 56.06	A change from any other heading, except from yarn of heading 51.06 through 51.10, 52.04

第56章

絮胎、毡呢和无纺布；特种纱线；合股线、绳索、缆绳和电缆及其制品

协调制度分类（HS2012）	充分生产
56.01 – 56.03	从任何其他税目改变。
56.04 – 56.06	从任何其他税目改变，除非从品目51.06至51.10、52.04的纱线

Harmonized System Classification (HS2012)	Sufficient production
	through 52.07, 54.01 through 54.06 or 55.09 through 55.11.
56.07	A change from any other heading, except from yarn of heading 52.04 through 52.07, 54.01 through 54.06 or 55.09 through 55.11.
56.08	A change from any other heading.
56.09	A change from any other heading, except from yarn of heading 51.06 through 51.10, 52.04 through 52.07, 54.01 through 54.06 or 55.09 through 55.11.

协调制度分类 (HS2012)	充分生产
	至52.07、54.01至54.06或55.09至55.11。
56.07	从任何其他税目改变，除品目52.04至52.07、54.01的纱线至54.06或55.09至55.11外。
56.08	从任何其他税目改变。
56.09	从任何其他税目改变，除品目51.06至51.10、52.04的纱线至52.07、54.01至54.06或55.09至55.11。

Chapter 57

Carpets and Other Textile Floor Coverings

Note: For products of this chapter jute fabric may be used as a backing.

Harmonized System Classification (HS2012)	Sufficient production

第57章

地毯及其他纺织铺地制品

注：对于本章产品，黄麻织物可用作背衬。

协调制度分类（HS2012）	充分生产

Harmonized System Classification (HS2012)	Sufficient production
57.01 – 57.05	A change from any other chapter.

协调制度分类（HS2012）	充分生产
57.01 – 57.05	从其他章变更。

Chapter 58

Special Woven Fabrics; Tufted Textile Fabrics; Lace; Tapestries; Trimmings; Embroidery

Harmonized System Classification (HS2012)	Sufficient production
58.01 – 58.05	A change from any other heading.
58.06	A change from any other heading, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.09 through 53.11, 54.07 through 54.08, 55.12 through 55.16 or 58.01 through 58.03.
58.07	A change from any other heading, except from fabric or nonwovens of heading 51.11 through

第58章

特种机织物；簇绒织物；花边；挂毯；装饰带；刺绣

协调制度分类（HS2012）	充分生产
58.01 – 58.05	从任何其他税目改变。
58.06	从任何其他税目改变，除非从51.11至51.13标题下的织物，52.08至52.12，53.09至53.11，54.07至54.08、55.12至55.16或58.01至58.03。
58.07	从任何其他税目改变，除非从税目51.11的织物或无纺布至

Harmonized System Classification (HS2012)	Sufficient production
	51.13, 52.08 through 52.12, 53.09 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 56.02 through 56.03, 58.01 through 58.03 or 58.06.
5808.10	A change from any other heading, except from yarn of heading 51.06 through 51.10, 52.04 through 52.07, 53.06 through 53.08, 54.01 through 54.06, 55.08 through 55.11 or 56.04 through 56.06.
5808.90	A change to ornamental trimmings in the piece, without embroidery, other than knitted or crocheted, from any other heading, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.09 through 53.11, 54.07 through 54.08, 55.12 through 55.16 or 58.01 through 58.03; or A change to tassels, pompons and similar articles

协调制度分类（HS2012）	充分生产
	51.13、52.08至52.12、53.09至53.11、54.07至54.08、55.12至55.16、56.02至56.03、58.01至58.03或58.06。
5808.10	从任何其他税目改变，但品目51.06至51.10、52.04的纱线除外52.07、53.06至53.08、54.01的52.07、53.06至53.08、54.01至54.06、55.08至55.11或56.04至56.06。
5808.90	对成件物品中非针织或钩编、无刺绣的装饰性饰边，从任何其他税目变更而来，但税目51.11至51.13、52.08标题下的织物除外。至52.12、53.09至53.11、54.07至54.08、55.12至55.16或58.01至58.03；或 对流苏、绒球及类似物品的变更

Harmonized System Classification (HS2012)	Sufficient production
	from any other heading.
58.09 – 58.10	A change from any other heading.
58.11	A change from any other heading, except from nonwovens of heading 56.01 through 56.03.

协调制度分类（HS2012）	充分生产
	来自任何其他税目。
58.09 – 58.10	从任何其他税目改变。
58.11	从任何其他税目改变，除非来自税目56.01至56.03的无纺布。

Chapter 59

第59章

Impregnated, Coated, Covered or Laminated Textile Fabrics; Textile Articles of a Kind Suitable for Industrial Use

浸渍、涂层、覆面或层压的纺织织物；工业用纺织制品

Harmonized System Classification (HS2012)	Sufficient production
59.01	A change from any other chapter.
59.02	A change from any other heading.
59.03	A change from any other chapter, except from fabric, braids or ornamental trimmings of heading

协调制度分类（HS2012）	充分生产
59.01	从其他章节变更。
59.02	从任何其他税目改变。
59.03	从其他章节变更，除非来自织物、编织物或税目的装饰性饰边

Harmonized System Classification (HS2012)	Sufficient production
	51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.03, 58.06, 58.08 or 60.02 through 60.06.
59.04 – 59.06	A change from any other chapter.
59.07	A change from any other chapter, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.03, 58.06, 58.08 or 60.02 through 60.06.
59.08 – 59.09	A change from any other chapter.
59.10	A change from any other heading.
59.11	A change from any other chapter, except from fabric or nonwovens of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16,

协调制度分类（HS2012）	充分生产
	51.11至51.13、52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.03、58.06、58.08或60.02至60.06。
59.04至59.06	从其他章节变更。
59.07	从其他章节变更，织物除外税目51.11至51.13、52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.03、58.06、58.08或60.02至60.06。
59.08至59.09	从其他章节变更。
59.10	从任何其他税目改变。
59.11	从其他章节变更，但从税目51.11至51.13的织物或无纺布除外，或税目52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16的织物或无纺布除外。54.07至54.08，55.12至55.16，

Harmonized System Classification (HS2012)	Sufficient production
	56.02 through 56.03, 58.03, 58.06, 58.08 or 60.02 through 60.06.

Chapter 60

Knitted or Crocheted Fabrics

Harmonized System Classification (HS2012)	Sufficient production
60.01 – 60.06	A change from any other heading.

Chapter 61

Articles of Apparel and Clothing Accessories, Knitted or Crocheted

Note: For the purposes of determining the origin of a product of this chapter, the rule applicable to that product shall apply only to the component that determines the tariff classification of the product and that component must satisfy the tariff change requirements set out in the rule for that product.

协调制度分类 (HS2012)	充分生产
	56.02至56.03、58.03、58.06、58.08或60.02至60.06。

第60章

针织或钩编织物

协调制度分类（HS2012）	充分生产
60.01至60.06	从任何其他税目改变。

第61章

针织或钩编的服装及衣着附件注：为确定本章产品的原产地，适用于该产品的规则应仅适用于决定该产品关税分类的部件，且该部件必须满足该产品规则中规定的关税变更要求。

Harmonized System Classification (HS2012)	Sufficient production
61.01 – 61.17	A change from any other chapter, provided that the product is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of the Parties; or A change to a product knit to shape, for which no sewing or other assembly is required, from any other chapter.

协调制度 分类 (HS2012)	充分生产
61.01 – 61.17	从其他章节变更，前提是 该产品是裁剪（或针织成形）并缝制 或以其他方式组装在一方或 双方领土；或 对针织成形产品的变更，无需 缝制或其他组装，来自任何 其他章。

Chapter 62

Articles of Apparel and Clothing Accessories, Not Knitted or Crocheted

Note: For the purposes of determining the origin of a product of this chapter, the rule applicable to that product shall apply only to the component that determines the tariff classification of the product and that component must satisfy the tariff change requirements set out in the rule for that product.

第62章

非针织或非钩编的服装及衣着附件

注：为确定本章产品的原产地，适用于该产品的规则应仅适用于决定该产品关税分类的部件，且该部件必须满足该产品规则中规定的关税变更要求。

Harmonized System Classification (HS2012)	Sufficient production
62.01 – 62.12	A change from any other chapter, provided that the product is both cut and sewn or otherwise assembled in the territory of one or both of the Parties.
62.13 – 62.14	A change to embroidered products from unembroidered fabric, provided that: • (a) the product is cut and sewn or otherwise assembled in the territory of one or both of the Parties, and • (b) the value of the non-originating, unembroidered fabric does not exceed 40 per cent of the transaction value or ex-works price of the product; or A change to any other product from any other chapter, except from heading 50.07, 51.11 through 51.13, 52.08 through 52.12, 53.09 through 53.11, 54.07 through 54.08, 55.12 through

协调制度分类（HS2012）	充分生产
62.01 – 62.12	从其他章节变更，前提是该 产品在一方或双方领土内经过裁剪并缝制或以其他方式组装 在一方或双方领土内。
62.13 – 62.14 对从无	变更至刺绣产品，需满足以下条件： • (a) 该产品经过裁剪并缝制或以其他 在一方或双方领土内组装，且 缔约方，并且 • (b) the 价值 的 非原产、 无刺绣织物不超过40百分比 产品交易价值或出厂价格的 产品；或 从其他产品变更为任何其他产品 章，除税目50.07、51.11至 51.13、52.08至52.12、53.09至 53.11、54.07至54.08、55.12至

Harmonized System Classification (HS2012)	Sufficient production
	55.16, and chapter 58 and 60, provided the product is cut and sewn or otherwise assembled in the territory of one or both of the Parties.
62.15 – 62.17	A change from any other chapter, provided that the product is both cut and sewn or otherwise assembled in the territory of one or both of the Parties.

协调制度分类（HS2012）	充分生产
	55.16，以及第58章和第60章，前提是产品在一方或双方领土内裁剪并缝制或以其他方式组装一方或双方领土。
62.15 – 62.17	从其他章节变更，但前提是该产品需在一方或双方领土内完成裁剪并缝制或以其他方式组装一方或双方领土。

Chapter 63

Other Made Up Textile Articles; Sets; Worn Clothing and Worn Textile Articles; Rags

Note: For the purposes of determining the origin of a product of this chapter, the rule applicable to that product shall apply only to the component that determines the tariff classification of the product and that component must satisfy the tariff change requirements set out in the rule for that product.

第63章

其他制成的纺织品；成套物品；旧衣物和旧纺织品；碎布

注： 为确定本章产品的原产地，适用于该产品的规则应仅适用于决定该产品关税分类的部件，且该部件必须满足为该产品制定的规则中列明的关税变更要求。

Harmonized System Classification (HS2012)	Sufficient production
63.01 – 63.05	A change from any other chapter, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.01 through 58.03, 59.03 or 60.01 through 60.06.
63.06	A change from any other chapter, provided that the product is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of the Parties.
6307.10	A change from any other chapter, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.01 through 58.03 or 60.01 through 60.06.
6307.20	A change from any other chapter, provided that the product is both cut (or knit to shape) and sewn or otherwise assembled in the territory of one or both of

协调制度分类（HS2012）	充分生产
63.01 – 63.05	从其他章节变更，但织物除外税目51.11至51.13、52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.01至58.03、59.03或60.01至60.06。
63.06	从其他章节变更，但须满足产品在一方或双方领土内裁剪（或针织成形）并缝制或以其他方式组装。双方。
6307.10	从其他章节变更，但51.11至51.13、52.08至52.12、53.10至53.11、54.07至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.01至58.03或60.01至60.06。
6307.20	从其他章节变更，前提是该产品经过裁剪（或针织成形）并缝制或以其他方式组装于一方或双方领土内

Harmonized System Classification (HS2012)	Sufficient production
	the Parties.
6307.90	A change from any other chapter, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.01 through 58.03, 58.11 or 60.01 through 60.06.
63.08	A change from any other chapter, provided that either the fabric or the yarn meets the tariff shift rule that would be applicable if the fabric or yarn were classified alone.
63.09	A change from any other heading.
63.10	A change to new rags from any other chapter, except from fabric of heading 51.11 through 51.13, 52.08 through 52.12, 53.10 through 53.11, 54.07 through 54.08, 55.12 through 55.16, 58.01 through 58.02 or 60.01 through 60.06; or

协调制度分类（HS2012）	充分生产
	双方。
6307.90	从其他章节变更，但织物除外税目51.11至51.13、52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.01至58.03、税目58.11或60.01至60.06。
63.08	从其他章节变更，但须满足织物或纱线满足关税转换若织物或纱线单独归类时将适用的规则。
63.09	从任何其他税目改变。
63.10	从任何其他章改变至新碎布，但51.11至51.13标题下的织物除外。52.08至52.12、53.10至53.11、54.07至54.08、55.12至55.16、58.01至58.02或60.01至60.06；或

Harmonized System Classification (HS2012)	Sufficient production
	A change to products other than new rags from any other heading; or No required change in tariff classification provided that the products other than new rags were last collected and packed for shipment in a Party.

协调制度分类（HS2012）	充分生产
	对新碎布以外的其他产品的变更其他税目；或 无需关税分类变更 除新碎布外的产品最后 在缔约方境内收集并打包运输。

Section XII

Footwear, headgear, umbrellas, sun umbrellas, walking-sticks, seat-sticks, whips, riding-crops and parts thereof; prepared feathers and articles made therewith; artificial flowers; articles of human hair

Chapter 64

Footwear, Gaiters and the Like; Parts of Such Articles

第十二类

鞋类、帽类、雨伞、阳伞、手杖、座杖、鞭子、马鞭及其零件；加工羽毛及其制品；人造花；人发制品

第六十四章

鞋类、绑腿及类似品；此类物品的零件

Harmonized System Classification (HS2012)	Sufficient production
64.01 – 64.05	A change from any other heading, except from heading 64.06; or A change from heading 64.06, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 64.06 does not exceed 50 per cent of the transaction value or ex-works price of the product.
64.06	A change from any other heading.

协调制度分类（HS2012）	充分生产
64.01 – 64.05	从任何其他税目改变，除税目64.06；或 从税目64.06改变，无论是否也从任何其他税目改变，只要税目64.06的非原产材料价值税目64.06不超过50%产品交易价值或出厂价格。
64.06	从任何其他税目改变。

Chapter 65

第65章

Headgear and Parts Thereof

头饰及其零件

Harmonized System Classification (HS2012)	Sufficient production
65.01 – 65.07	A change from any other heading.

协调制度分类（HS2012）	充分生产
65.01 – 65.07	从任何其他税目改变。

Chapter 66

第66章

Umbrellas, Sun Umbrellas, Walking-Sticks, Seat-Sticks, Whips,

Riding-Crops and Parts Thereof

Harmonized System Classification (HS2012)	Sufficient production
66.01 – 66.03	A change from any other heading.

雨伞、阳伞、手杖、座杖、鞭子、

马鞭及其零件

协调制度分类（HS2012）	充分生产
66.01 – 66.03	从任何其他税目改变。

Chapter 67

Prepared Feathers and Down and Articles Made of Feathers or of Down;

Artificial Flowers; Articles of Human Hair

Harmonized System Classification (HS2012)	Sufficient production
67.01	A change to articles of feather or down from within this heading or any other heading; or A change to any other product of heading 67.01 from any other heading.
67.02 – 67.04	A change from any other heading.

第67章

已加工羽毛及羽绒和羽毛或羽绒制品；人造花；人发制品

协调制度分类（HS2012）	充分生产
67.01	从任何其他税目改变至羽毛或羽绒制品在本税目或任何其他税目范围内；或 改变至税目67.01的任何其他产品，从任何其他税目。
67.02 – 67.04	从任何其他税目改变。

Section XIII

第十三类

Articles of stone, plaster, cement, asbestos, mica or similar materials; ceramic products; glass and glassware

Chapter 68

Articles of Stone, Plaster, Cement, Asbestos, Mica or Similar Materials

Harmonized System Classification (HS2012)	Sufficient production
68.01 – 68.02	A change from any other heading.
68.03	A change from within this heading or any other heading.
68.04 – 68.11	A change from any other heading.
6812.80 – 6812.99	A change from any other subheading.
68.13	A change from any other heading.
6814.10 – 6814.90	A change from within any one of these subheadings or any other subheading.
68.15	A change from any other heading.

Chapter 69

Ceramic Products

石料、石膏、水泥、石棉、云母或类似材料制品；陶瓷产品；玻璃

第68章

Ar石料、石膏、水泥、石棉、云母或类似材料的制品

协调制度分类（HS2012）	充分生产
68.01 – 68.02	从任何其他税目改变。
68.03	从本品目或其他任何品目改变其他税目。
68.04 – 68.11	从任何其他税目改变。
6812.80 – 6812.99	从任何其他子目改变。
68.13	从任何其他税目改变。
6814.10 – 6814.90	从其中任一变更子目或其他子目。
68.15	从任何其他税目改变。

第69章

陶瓷产品

Harmonized System Classification (HS2012)	Sufficient production
69.01 – 69.14	A change from any other heading.

协调制度分类（HS2012）	充分生产
69.01 – 69.14	从任何其他税目改变。

Chapter 70

第70章

Glass and Glassware

玻璃及玻璃器皿

Harmonized System Classification (HS2012)	Sufficient production
70.01 – 70.05	A change from any other heading.
70.06	A change from within this heading or any other heading.
70.07 – 70.08	A change from any other heading.
7009.10	A change from any other subheading.
7009.91 – 7009.92	A change from any other heading.
70.10	A change from any other heading; or A change to cut glassware from uncut glassware of

协调制度分类（HS2012）	充分生产
70.01 – 70.05	从任何其他税目改变。
70.06	从本品目或其他任何品目改变 税目。
70.07 – 70.08	从任何其他税目改变。
7009.10	从任何其他子目改变。
7009.91 – 7009.92	从任何其他税目改变。
70.10	从任何其他税目改变；或 从未切割玻璃器皿改为切割玻璃器皿

Harmonized System Classification (HS2012)	Sufficient production
	heading 70.10, whether or not there is also a change from any other heading, provided that the value of the non-originating uncut glassware does not exceed 50 per cent of the transaction value or ex-works price of the product.
70.11	A change from any other heading.
70.13	A change from any other heading; or A change to cut glassware from uncut glassware of heading 70.13, whether or not there is also a change from any other heading, provided that the value of the non-originating uncut glassware does not exceed 50 per cent of the transaction value or ex-works price of the product.
70.14 – 70.18	A change from any other heading.
7019.11 – 7019.40	A change from any other heading.

协调制度分类（HS2012）	充分生产
	税目70.10，无论是否存在变更 从任何其他税目改变，前提是 非原产未切割玻璃器皿的价值不超过 产品交易价值或出厂价格的50% 产品的价格。
70.11	从任何其他税目改变。
70.13	从任何其他税目改变；或 从未切割玻璃器皿改为切割玻璃器皿， 标题 70.13，无论是否还存在 从任何其他税目改变，只要 非原产未切割玻璃器皿的价值不超过 产品交易价值或出厂价格的50% 产品的价格。
70.14 – 70.18	从任何其他税目改变。
7019.11 – 7019.40	从任何其他税目改变。

Harmonized System Classification (HS2012)	Sufficient production
7019.51	A change from any other subheading, except from subheading 7019.52 through 7019.59.
7019.52 – 7019.90	A change from any other subheading.
70.20	A change from any other heading.

协调制度分类 (HS2012)	充分生产
7019.51	从其他子目变更，但从以下子目变更除外 子目7019.52至7019.59。
7019.52 – 7019.90	从任何其他子目改变。
70.20	从任何其他税目改变。

Section XIV

Natural or cultured pearls, precious or semi-precious stones, precious metals, metals clad with precious metal, and articles thereof; imitations jewellery; coin

Chapter 71

Natural or Cultured Pearls, Precious or Semi-Precious Stones, Precious Metals, Metals Clad with Precious Metal, and Articles Thereof; Imitation Jewellery; Coin

第十四类

天然或养殖珍珠、宝石或半宝石、贵金属、包贵金属的金属及其制品；仿首饰；硬币

第71章

天然或养殖珍珠、宝石或半宝石、贵金属、贵金属包覆金属及其制品；仿制珠宝；硬币

Harmonized System Classification (HS2012)	Sufficient production
71.01	A change from any other heading.
7102.10	A change from any other heading.
7102.21 – 7102.39	A change from any other subheading, except from subheading 7102.10.
7103.10 – 7104.90	A change from any other subheading.
71.05	A change from any other heading.
7106.10 – 7106.92	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also a change from another subheading, provided that the non-originating materials classified in the same subheading as the final product undergo electrolytic, thermal or chemical separation or alloying.
71.07	A change from within this heading or any other heading.

协调制度分类（HS2012）	充分生产
71.01	从任何其他税目改变。
7102.10	从任何其他税目改变。
7102.21 – 7102.39	从任何其他子目改变，除子目7102.10外。
7103.10 – 7104.90	从其他子目变更。
71.05	从任何其他税目改变。
7106.10 – 7106.92	从任何其他子目改变；或 从这些子目中的任何一个改变，无论是否同时从另一个子目改变，只要非原产归类在与最终产品相同子目的材料需经过电解、热或化学分离或合金化处理。
71.07	从本品目或其他任何税目改变。

Harmonized System Classification (HS2012)	Sufficient production
7108.11 – 7108.20	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also a change from another subheading, provided that the non-originating materials classified in the same subheading as the final product undergo electrolytic, thermal or chemical separation or alloying.
71.09	A change from within this heading or any other heading.
7110.11 – 7110.49	A change from any other subheading; or A change from within any one of these subheadings, whether or not there is also a change from another subheading, provided that the non-originating materials classified in the same subheading as the final product undergo electrolytic, thermal or chemical separation or alloying.

协调制度分类（HS2012）	充分生产
7108.11 – 7108.20	从任何其他子目改变；或 从这些子目中的任何一个改变，无论是否同时存在从其他子目的变更，只要与最终产品归入同一子目的非原产材料经过电解、热或化学分离或合金化。
71.09	从本品目或其他任何税目变更。
7110.11 – 7110.49	从任何其他子目改变；或 从这些子目中的任何一个内部变更，无论是否还存在从其他子目的变更，只要非原产材料与最终产品归入同一子目，且这些非原产材料经过电解、热或化学分离或合金化处理。

Harmonized System Classification (HS2012)	Sufficient production
71.11	A change from within this heading or any other heading.
71.12 – 71.15	A change from any other heading.
71.16 – 71.17	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
71.18	A change from any other heading.

协调制度分类（HS2012）	充分生产
71.11	从本税目内改变或其他税目。
71.12 – 71.15	从任何其他税目改变。
71.16 – 71.17	从任何其他税目改变；或 从这些税目中的任何一个内部改变，无论是否还存在从任何其他税目的改变，只要归类于与最终产品相同税目的非原产材料价值不超过50%产品交易价值或出厂价格的百分比。
71.18	从任何其他税目改变。

Section XV

Base metals and articles of base metal

Chapter 72

第十五类

贱金属及其制品

第72章

Iron and Steel

Harmonized System Classification (HS2012)	Sufficient production
72.01 – 72.07	A change from any other heading.
72.08 – 72.17	A change from any heading outside this group.
72.18	A change from any other heading.
72.19 – 72.23	A change from any heading outside this group.
72.24	A change from any other heading.
72.25 – 72.29	A change from any heading outside this group.

Chapter 73

Articles of Iron or Steel

Harmonized System Classification (HS2012)	Sufficient production
73.01 – 73.03	A change from any other heading.

钢铁

协调制度分类 (HS2012)	充分生产
72.01 – 72.07	从任何其他税目改变。
72.08 – 72.17	从本组以外的任何税目改变本组。
72.18	从任何其他税目改变。
72.19 – 72.23	从本组以外的任何税目改变本组。
72.24	从任何其他税目改变。
72.25 – 72.29	从本组以外的任何税目改变本组。

第73章

钢铁制品

协调制度分类 （HS2012）	充分生产
73.01 – 73.03	从任何其他税目改变。

Harmonized System Classification (HS2012)	Sufficient production
7304.11 – 7304.39	A change from any other heading.
7304.41	A change from any other subheading.
7304.49 – 7304.90	A change from any other heading.
73.05 – 73.06	A change from any other heading.
7307.11 – 7307.19	A change from any other heading.
7307.21 – 7307.29	A change from any other heading, except from forged blanks of heading 72.07; or A change from forged blanks of heading 72.07, whether or not there is also a change from any other heading, provided that the value of the non-originating forged blanks of heading 72.07 does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
7304.11 – 7304.39	从任何其他税目改变。
7304.41	从任何其他子目改变。
7304.49 – 7304.90	从任何其他税目改变。
73.05 – 73.06	从任何其他税目改变。
7307.11 – 7307.19	从任何其他税目改变。
7307.21 – 7307.29	从任何其他税目改变，除非来自税目72.07的锻坯；或 从税目72.07的锻坯改变，无论是否还存在从任何其他税目的改变，只要税目72.07的非原产锻坯的价值不超过产品交易价值或出厂价格的50%。

Harmonized System Classification (HS2012)	Sufficient production
7307.91 – 7307.99	A change from any other heading.
73.08	A change from any other heading, except from subheading 7301.20; or A change from subheading 7301.20, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 7301.20 does not exceed 50 per cent of the transaction value or ex-works price of the product.
73.09 – 73.14	A change from any other heading.
73.15	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent

协调制度分类（HS2012）	充分生产
7307.91 – 7307.99	从任何其他税目改变。
73.08	从任何其他税目改变，除非从 子目7301.20；或 从子目7301.20改变，无论是否 也存在从任何其他税目的改变， 只要非原产材料的价值 子目7301.20的材料不超过50 百分比的产品交易价值或出厂价格的 产品。
73.09 – 73.14	从任何其他税目改变。
73.15	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	of the transaction value or ex-works price of the product.
73.16 – 73.20	A change from any other heading.
73.21	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
73.22 – 73.23	A change from any other heading.
73.24	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent

协调制度分类（HS2012）	充分生产
	的交易价值或出厂价格 产品。
73.16 – 73.20	从任何其他税目改变。
73.21	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 前提是非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 百分比。
73.22 – 73.23	从任何其他税目改变。
73.24	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要本税目的非原产材料 价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	of the transaction value or ex-works price of the product.
73.25 – 73.26	A change from any other heading.

协调制度分类（HS2012）	充分生产
	的交易价值或出厂价格 产品。
73.25 – 73.26	从任何其他税目改变。

Chapter 74

Copper and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
74.01 – 74.02	A change from any other heading.
7403.11 – 7403.29	A change from any other subheading.
74.04 – 74.19	A change from any other heading.

第74章

铜及其制品

协调制度分类 (HS2012)	充分生产
74.01 – 74.02	从任何其他 税目。
7403.11 – 7403.29	从任何其他 子目。
74.04 – 74.19	从任何其他 税目。

Chapter 75

第75章

Nickel and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
75.01 – 75.08	A change from any other heading.

Chapter 76

Aluminium and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
7601.10 – 7601.20	A change from within any one of these subheadings or any other subheading.
76.02 – 76.06	A change from any other heading.
76.07	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent

镍及其制品

协调制度分类 (HS2012)	充分生产
75.01 – 75.08	从任何其他变更 heading.

第76章

铝及其制品

Harmonized System Classification (HS2012)	充分生产
7601.10 – 7601.20	从这些子目中的任何一个内部变更或其他子目。
76.02 – 76.06	从任何其他税目改变。
76.07	从任何其他税目改变；或 从本税目内改变，无论是否也存在从任何其他税目的改变，只要非原产本税目的材料价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	of the transaction value or ex-works price of the product.
76.08 – 76.16	A change from any other heading.

协调制度分类（HS2012）	充分生产
	交易价值或出厂价格的产品。
76.08 – 76.16	从任何其他税目改变。

Chapter 78

第78章

Lead and Articles Thereof

铅及其制品

Harmonized System Classification (HS2012)	Sufficient production
7801.10	A change from any other subheading.
7801.91 – 7801.99	A change from any other heading.
78.02 – 78.06	A change from any other heading.

协调制度分类（HS2012）	充分生产
7801.10	从任何其他子目改变。
7801.91 – 7801.99	从任何其他税目改变。
78.02 – 78.06	从任何其他税目改变。

Chapter 79

第79章

Zinc and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
79.01 – 79.07	A change from any other heading.

锌及其制品

协调制度分类 (HS2012)	充分生产
79.01 – 79.07	从任何其他变更税目。

Chapter 80

第80章

Tin and Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
80.01 – 80.07	A change from any other heading.

锡及其制品

协调制度分类 （HS2012）	充分生产
80.01 – 80.07	从任何其他税目改变。

Chapter 81

第81章

Other Base Metals; Cermets; Articles Thereof

Harmonized System Classification (HS2012)	Sufficient production
8101.10 – 8113.00	A change from any other subheading.

其他贱金属；金属陶瓷及其制品

协调制度分类 （HS2012）	充分生产
8101.10 – 8113.00	从任何其他子目改变。

Chapter 82

第82章

Tools, Implements, Cutlery, Spoons and Forks, of Base Metal; Parts Thereof of Base Metal

Note: Handles of base metal used in the production of a product of this chapter shall be disregarded in determining the origin of that product.

Harmonized System Classification (HS2012)	Sufficient production
82.01 – 82.04	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8205.10 – 8205.70	A change from any other heading; or A change from within this heading, except from subheading 8205.90, whether or not there is also a change from any other heading, provided that the

贱金属制工具、器具、餐具、勺子和叉子；贱金属制零件

注：在确定本章产品的原产地时，应忽略用于生产该产品的贱金属制手柄。

协调制度系统分类 (HS2012)	充分生产
82.01 – 82.04	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他 税目的改变，只要 归类于同一税目的非原产材料价值 作为最终产品的税目不超过50% 产品交易价值或出厂价格的 百分比。
8205.10 – 8205.70	从任何其他税目改变；或 从本税目内改变，除非从 子目8205.90，不论是否还存在 从任何其他税目改变，只要该

Harmonized System Classification (HS2012)	Sufficient production
	value of the non-originating materials of this heading, other than subheading 8205.90, does not exceed 50 per cent of the transaction value or ex-works price of the product.
8205.90	A change from any other heading; or A change to anvils, portable forges, hand or pedal-operated grinding wheels from within this heading, except from a set of subheading 8205.90, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading, other than a set of subheading 8205.90, does not exceed 50 per cent of the transaction value or ex-works price of the product; or A change to a set from any other product of this heading, whether or not there is also A change from any other heading, provided that the value of the

协调制度分类（HS2012）	充分生产
	该非原产材料的价值 税目，除子目8205.90外，不 超过产品交易价值或出厂价格的50% 产品的出厂价格。
8205.90	从任何其他税目改变；或 变更为铁砧、便携式锻炉、手动或 脚踏式砂轮，且源自本税目内 税目，但子目8205.90的套件除外， 无论是否还存在从任何其他 税目的改变，只要 本税目的非原产材料（除 子目8205.90的套件外）价值不超过 交易价值或出厂价的50% 产品的价格；或 从本税目的任何其他产品变更至一套件 无论是否也存在从任何其他税目的变更， 只要该套件的价值

Harmonized System Classification (HS2012)	Sufficient production
	non-originating component products of this heading does not exceed 25 per cent of the transaction value or ex-works price of the set.
82.06	A change from any other heading, except from heading 82.02 through 82.05; or A change from heading 82.02 through 82.05, whether or not there is also a change from any other heading, provided that the value of the non-originating component products of heading 82.02 through 82.05 does not exceed 25 per cent of the transaction value or ex-works price of the set.
8207.13	A change from any other heading, except from heading 82.09; or A change from subheading 8207.19 or heading 82.09, whether or not there is also a change from any other heading, provided that the value of the

协调制度分类（HS2012）	充分生产
	非原产成分产品 不超过该套件交易价值的25% 或该套件的出厂价格。
82.06	从任何其他税目改变，但税目82.02至82.05除外；或 从税目82.02至82.05改变；或 从税目82.02至82.05改变， 无论是否同时存在从任何其他税目的改变 税目，前提是 税目的非原产成分产品 82.02至82.05的价值不超过 该套件交易价值或出厂价格的25%。
8207.13	从任何其他税目改变，除 税目82.09外；或 从子目8207.19或税目 82.09改变，无论是否也存在从 任何其他税目的变更，只要该

Harmonized System Classification (HS2012)	Sufficient production
	non-originating materials of subheading 8207.19 or heading 82.09 does not exceed 50 per cent of the transaction value or ex-works price of the product.
8207.19 – 8207.90	A change from any other heading; or A change from within any one of these subheadings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
82.08 – 82.10	A change from any other heading.
8211.10	A change from any other heading; or A change from subheading 8211.91 through 8211.95, whether or not there is also a change from any other heading, provided that the value of the

协调制度分类（HS2012）	充分生产
	子目8207.19的非原产材料或 税目82.09不超过 产品交易价值或出厂价格的50%。
8207.19 – 8207.90	从任何其他税目改变；或 从这些子目中的任何一个内部变更， 无论是否也从任何其他 税目，前提是 归类于同一子目的非原产材料 与最终产品的价值不超过50 百分比的产品交易价值或出厂价格 的产品。
82.08 – 82.10	从任何其他税目改变。
8211.10	从任何其他税目改变；或 从子目8211.91至 8211.95改变，无论是否同时存在从 任何其他税目的改变，只要该

Harmonized System Classification (HS2012)	Sufficient production
	non-originating component products of subheading 8211.91 through 8211.93 does not exceed 25 per cent of the transaction value or ex-works price of the set.
8211.91 – 8211.93	A change from any other heading; or A change from subheading 8211.94 through 8211.95, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8211.94 does not exceed 50 per cent of the transaction value or ex-works price of the product.
8211.94 – 8211.95	A change from any other heading.
82.12 – 82.13	A change from any other heading.
8214.10	A change from any other heading.
8214.20	A change from any other heading; or

协调制度分类（HS2012）	充分生产
	非原产成分产品子目8211.91至8211.93不超过25%的交易价值或出厂价格的set.
8211.91 – 8211.93	从任何其他税目改变；或 从子目8211.94至8211.95的改变，无论是否同时存在从任何其他税目，只要子目8211.94的非原产材料价值不超过产品交易价值或出厂价格的50%。
8211.94 – 8211.95	从任何其他税目改变。
82.12 – 82.13	从任何其他税目改变。
8214.10	从任何其他税目改变。
8214.20	从任何其他税目改变；或

Harmonized System Classification (HS2012)	Sufficient production
	A change to a set of subheading 8214.20 from within this subheading, whether or not there is also a change from any other heading, provided that the value of the non-originating component products of subheading 8214.20 does not exceed 25 per cent of the transaction value or ex-works price of the set.
8214.90	A change from any other heading.
8215.10 – 8215.20	A change from any other heading; or A change from subheading 8215.91 through 8215.99, whether or not there is also a change from any other heading, provided that the value of the non-originating component products of heading 8215.91 through 8215.99 does not exceed 25 per cent of the transaction value or ex-works price of the set.
8215.91 –	A change from any other heading.

协调制度分类（HS2012）	充分生产
	子目8214.20项下套件的变更 在该子目项下，不论是否同时存在 从任何其他税目改变的情形，只要 子目8214.20项下非原产成分产品的 价值不超过该套件交易价值或出厂价格的25% 该套件的交易价值或出厂价格。
8214.90	从任何其他税目改变。
8215.10 – 8215.20	从任何其他税目改变；或 从子目8215.91至 8215.99的改变，无论是否同时存在 从任何其他税目的改变，只要税目 非原产成分产品的价值 8215.91至8215.99不超过25% 的交易价值或出厂价格 set.
8215.91 –	从任何其他税目改变。

Harmonized System Classification (HS2012)	Sufficient production
8215.99	

协调制度分类（HS2012）	充分生产
8215.99	

Chapter 83

第83章

Miscellaneous Articles of Base Metal

贱金属杂项制品

Harmonized System Classification (HS2012)	Sufficient production
8301.10 – 8301.50	A change from any other heading; or A change from subheading 8301.60, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8301.60 does not exceed 50 per cent of the transaction value or ex-works price of the product.
8301.60 –	A change from any other heading.

协调制度分类（HS2012）	充分生产
8301.10 – 8301.50	从任何其他税目改变；或 从子目8301.60改变，无论是否 也存在从任何其他税目的改变， 只要子目8301.60的非原产材料价值 子目8301.60的材料不超过50 产品交易价值或出厂价格的百分比 。
8301.60 –	从任何其他税目改变。

Harmonized System Classification (HS2012)	Sufficient production
8301.70	
8302.10 – 8302.30	A change from any other heading.
8302.41	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8302.42 – 8302.50	A change from any other heading.
8302.60	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating

协调制度分类（HS2012）	充分生产
8301.70	
8302.10 – 8302.30	从任何其他税目改变。
8302.41	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 产品。
8302.42 – 8302.50	从任何其他税目改变。
8302.60	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 前提是非原产的价值

Harmonized System Classification (HS2012)	Sufficient production
	materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
83.03 – 83.04	A change from any other heading.
83.05	A change from any other heading; or A change from subheading 8305.90, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8305.90 does not exceed 50 per cent of the transaction value or ex-works price of the product.
83.06	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent

协调制度分类（HS2012）	充分生产
	本税目的材料不超过50% 产品交易价值或出厂价格的 产品。
83.03 – 83.04	从任何其他税目改变。
83.05	从任何其他税目改变；或 从子目8305.90改变，无论是否 还存在从任何其他税目改变， 前提是非原产 子目8305.90的材料价值不超过50 百分比的产品交易价值或出厂价格 。
83.06	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	of the transaction value or ex-works price of the product.
83.07	A change from any other heading.
83.08	A change from any other heading; or A change from subheading 8308.90, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8308.90 does not exceed 50 per cent of the transaction value or ex-works price of the product.
83.09 – 83.10	A change from any other heading.
83.11	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent

协调制度分类（HS2012）	充分生产
	的交易价值或出厂价格 产品。
83.07	从任何其他税目改变。
83.08	从任何其他税目改变；或 从子目8308.90改变，无论是否 也存在从任何其他税目的改变， 只要非原产的价值 子目8308.90的材料不超过50 产品交易价值或出厂价格的百分比 的产品。
83.09 – 83.10	从任何其他税目改变。
83.11	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	的交易价值或出厂价格产品。

Section XVI

Machinery and mechanical appliances; electrical equipment; parts thereof; sound recorders and reproducers, television image and sound recorders and reproducers, and parts and accessories of such articles

第十六类

机器及机械器具；电气设备及其零件；声音录制和重放设备、电视图像和声音录制和重放设备，以及上述物品的零件和附件

Chapter 84

Nuclear Reactors, Boilers, Machinery and Mechanical Appliances; Parts Thereof

第84章

核反应堆、锅炉、机器及机械器具；及其零件

其零件

Harmonized System Classification (HS2012)	Sufficient production

协调制度分类（HS2012）	充分生产

Harmonized System Classification (HS2012)	Sufficient production
84.01 – 84.12	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8413.11 – 8413.82	A change from any other subheading.
8413.91 – 8413.92	A change from any other heading.
84.14 – 84.15	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the

协调制度分类（HS2012）	充分生产
84.01 – 84.12	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他 税目的改变，只要 归类于与最终产品相同税目的 非原产材料价值不超过50% 产品交易价值或出厂价格的 百分比。
8413.11 – 8413.82	从其他子目变更。
8413.91 – 8413.92	从任何其他税目改变。
84.14 – 84.15	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他 税目的改变，只要其价值

Harmonized System Classification (HS2012)	Sufficient production
	non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8416.10 – 8417.90	A change from any other subheading.
84.18 – 84.22	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8423.10 – 8426.99	A change from any other subheading.

协调制度分类（HS2012）	充分生产
	归类于同一类的非原产材料 税目作为最终产品不超过50% 产品交易价值或出厂价格的百分比 产品。
8416.10 – 8417.90	从任何其他子目改变。
84.18 – 84.22	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他 税目的改变，只要 归类于与最终产品相同税目的 非原产材料价值不超过50% 产品交易价值或出厂价格的 百分比。
8423.10 – 8426.99	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
84.27	A change from any other heading, except from heading 84.31; or A change from heading 84.31, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 84.31 does not exceed 50 per cent of the transaction value or ex-works price of the product.
8428.10 – 8430.69	A change from any other subheading.
84.31	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
84.27	从任何其他税目改变，但从以下税目改变除外 税目84.31；或 从税目84.31改变，无论是否 也从任何其他税目改变，只要 税目84.31的非原产材料价值 不超过产品交易价值或出厂价格的50% 产品交易价值或出厂价格。
8428.10 – 8430.69	从任何其他子目改变。
84.31	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产材料的价值 本税目的材料不超过50% 产品交易价值或出厂价格的 百分比。

Harmonized System Classification (HS2012)	Sufficient production
8432.10 – 8442.50	A change from any other subheading.
84.43	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8444.00 – 8449.00	A change from any other subheading.
84.50 – 84.52	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same

协调制度分类（HS2012）	充分生产
8432.10 – 8442.50	从任何其他子目改变。
84.43	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 产品。
8444.00 – 8449.00	从其他子目变更。
84.50 – 84.52	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目的改变，只要 归类于同一税目的非原产材料价值

Harmonized System Classification (HS2012)	Sufficient production
	heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8453.10 – 8454.90	A change from any other subheading.
84.55	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
84.56 – 84.65	A change from any other heading, except from heading 84.66; or A change from within any one of these headings or heading 84.66, whether or not there is also a change

协调制度分类（HS2012）	充分生产
	税目作为最终产品不超过50% 产品交易价值或出厂价格的 百分比。
8453.10 – 8454.90	从其他子目变更。
84.55	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 前提是非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 百分比。
84.56 – 84.65	从任何其他税目改变，除非从 税目84.66；或 从这些税目中的任何一个内部改变或 税目84.66，无论是否也存在变更

Harmonized System Classification (HS2012)	Sufficient production
	from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product or heading 84.66 does not exceed 50 per cent of the transaction value or ex-works price of the product.
84.66	A change from any other heading.
84.67 – 84.68	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8469.00 – 8472.90	A change from any other subheading.

协调制度分类（HS2012）	充分生产
	来自任何其他税目，只要其价值 归类于同一 税目作为最终产品或税目84.66的 非原产材料不超过产品交易价值或 出厂价格的50%。
84.66	从任何其他税目改变。
税目84.67至84.68	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他 税目的改变，只要 归类于与最终产品相同税目的 非原产材料价值不超过50% 产品交易价值或出厂价格的 百分比。
8469.00 – 8472.90	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
84.73	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8474.10 – 8479.90	A change from any other subheading.
84.80 – 84.83	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the

协调制度分类（HS2012）	充分生产
84.73	从任何其他税目改变；或 从本税目内改变，无论是否 同时存在从任何其他税目改变， 只要本税目的非原产材料价值 不超过产品交易价值或出厂价格的50% 交易价值或出厂价格的价值 产品。
8474.10 – 8479.90	从其他子目变更。
84.80 – 84.83	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他税目的改变 税目，前提是 归类于同一税目的非原产材料 占最终产品的交易价值或出厂价格的50% 不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	product.
84.84	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
84.86	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8487.10 –	A change from any other subheading.

协调制度分类（HS2012）	充分生产
	产品。
84.84	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要本税目的非原产材料价值 不超过交易价值或出厂价格的50% 产品。
84.86	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 产品。
8487.10 –	从任何其他子目改变。

Harmonized System Classification (HS2012)	Sufficient production
8487.90	

协调制度分类（HS2012）	充分生产
8487.90	

Chapter 85

第85章

Electrical Machinery and Equipment and Parts Thereof; Sound Recorders and Reproducers, Television Image and Sound Recorders and Reproducers, and Parts and Accessories of Such Articles

电机、电气设备及其零件；声音录制和重放设备，电视图像和声音录制和重放设备，以及上述物品的零件和附件

Harmonized System Classification (HS2012)	Sufficient production
85.01 – 85.02	A change from any other heading, except from heading 85.03; or A change from within any one of these headings or heading 85.03, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product or heading 85.03 does

协调制度分类（HS2012）	充分生产
85.01至85.02	从任何其他税目改变，除 税目 85.03；或 从这些税目中的任何一个内部改变或 税目 85.03，无论是否也存在 从任何其他税目改变，只要其价值 归类于相同税目的非原产材料 与最终产品或税目 85.03 相同的

Harmonized System Classification (HS2012)	Sufficient production
	not exceed 50 per cent of the transaction value or ex-works price of the product.
85.03 – 85.16	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
8517.11 – 8517.62	A change from any other subheading.
8517.69 – 8517.70	A change from any other heading; or A change from within heading 85.17, whether or not there is also a change from any other heading, provided that the value of the non-originating

协调制度分类 (HS2012)	充分生产
	不超过交易价值的50%或 产品的出厂价格。
85.03至85.16	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否也存在从任何其他 税目的改变，只要该 归类于同一税目下的非原产材料 不超过最终产品交易价值或出厂价格的50% 产品交易价值或出厂价格的百分比 产品。
8517.11 – 8517.62	从任何其他子目改变。
8517.69 – 8517.70	从任何其他税目改变；或 从税目85.17内改变，无论是否 也存在从任何其他税目的改变， 只要非原产材料的价值

Harmonized System Classification (HS2012)	Sufficient production
	materials of heading 85.17 does not exceed 50 per cent of the transaction value or ex-works price of the product.
85.18	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
85.19 – 85.21	A change from any other heading, except heading 85.22; or A change from 85.22, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in heading 85.22 does not exceed 50 per cent of the

协调制度分类 (HS2012)	充分生产
	税目85.17的材料不超过50% 产品交易价值或出厂价格的 百分比。
85.18	从任何其他税目改变；或 从本税目内改变，无论是否 同时存在从任何其他税目的改变， 只要非原产材料的价值 本税目的材料不超过50% 产品交易价值或出厂价格的 百分比。
85.19 – 85.21	从任何其他税目改变，但税目 85.22除外；或 从85.22税目改变，无论是否同时存在 从任何其他税目改变，只要 归类于85.22税目的非原产材料价值 税目85.22不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	transaction value or ex-works price of the product.
85.22	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
85.23	A change from any other heading.
85.25 – 85.28	A change from any other heading, except from heading 85.29; or A change from heading 85.29, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 85.29 does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	产品交易价值或出厂价格。
85.22	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过50% 交易价值或出厂价格的 产品。
85.23	从任何其他税目改变。
85.25 – 85.28	从任何其他税目改变，除非从 税目85.29；或 从税目85.29改变，无论是否 同样属于从任何其他税目改变，前提是 税目85.29的非原产材料价值不超过 产品交易价值或出厂价格的50% 产品交易价值或出厂价格。

Harmonized System Classification (HS2012)	Sufficient production
85.29	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8530.10 – 8530.90	A change from any other subheading.
85.31	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类 (HS2012)	充分生产
85.29	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目改变， 只要本税目的非原产材料价值 不超过产品交易价值或出厂价格的50% 交易价值或出厂价格的 产品。
8530.10 – 8530.90	从其他子目变更。
85.31	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产的价值 本税目的材料不超过50% 产品交易价值或出厂价格的 百分比。

Harmonized System Classification (HS2012)	Sufficient production
8532.10 – 8534.00	A change from any other subheading.
85.35 – 85.37	A change from any other heading, except from heading 85.38; or A change from heading 85.38, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in heading 85.38 does not exceed 50 per cent of the transaction value or ex-works price of the product.
85.38 – 85.48	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per

协调制度分类（HS2012）	充分生产
8532.10 – 8534.00	从任何其他子目改变。
85.35 – 85.37	从任何其他税目改变，除 税目85.38外；或 从85.38税目改变，无论是否 也存在从任何其他税目的改变，只要 非原产材料价值 归类于税目85.38的材料不超过50% 产品交易价值或出厂价格的百分比 产品。
85.38至85.48	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他 税目的改变，只要 归类于最终产品同一税目下的 非原产材料价值不超过50%

Harmonized System Classification (HS2012)	Sufficient production
	cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	的交易价值或出厂价格的产品。

Section XVII

Vehicles, aircraft, vessels and associated transport equipment

Chapter 86

Railway or Tramway Locomotives, Rolling-Stock and Parts Thereof; Railway or Tramway Track Fixtures and Fittings and Parts Thereof; Mechanical (Including Electro-Mechanical) Traffic Signalling Equipment of all Kinds

Harmonized System Classification (HS2012)	Sufficient production
86.01 – 86.06	A change from any other heading, except from

第十七类

车辆、航空器、船舶及相关运输设备

第86章

铁道及电车道机车、车辆及其零件；铁道及电车道轨道固定装置及配件及其零件；各种机械（包括电动机械）交通信号设备

Harmonized 系统分类（HS2012）	充分生产
86.01 – 86.06	从任何其他税目改变，除从

Harmonized System Classification (HS2012)	Sufficient production
	heading 86.07; or A change from heading 86.07, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 86.07 does not exceed 50 per cent of the transaction value or ex-works price of the product.
86.07	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
86.08 – 86.09	A change from any other heading.

Chapter 87

协调制度分类（HS2012）	充分生产
	税目86.07；或 从税目86.07改变，无论是否 也存在从任何其他税目改变，只要 税目86.07的非原产材料价值不超过 产品交易价值或出厂价格的50% 产品交易价值或出厂价格。
86.07	从任何其他税目改变；或 从本税目内改变，无论是否 同时存在从任何其他税目改变， 只要本税目的非原产材料价值 不超过产品交易价值或出厂价格的50% 交易价值或出厂价格的 产品。
86.08 – 86.09	从任何其他税目改变。

第87章

Vehicles Other Than Railway or Tramway Rolling-Stock, and Parts and Accessories Thereof

Harmonized System Classification (HS2012)	*Sufficient production*
87.01 – 87.02	*A change from any heading outside that group.*
87.03 – 87.04	*A change from any heading outside that group, except from heading 87.06; or* *A change from heading 87.06, whether or not there is also a change from any other heading outside that group, provided that the value of the non-originating materials of heading 87.06 does not exceed 50 per cent of the transaction value or ex-works price of the product.*
87.05 – 87.07	*A change from any other heading.*
8708.10 – 8708.99	*A change from any other subheading; or* *A change from within any one of these subheadings, whether or not there is also a change from any other subheading, provided that the value of the*

非铁路或有轨电车轨道车辆的车辆及其零件和附件

协调制度分类（HS2012）	**充分生产**
87.01 – 87.02	从该组以外的任何品目改变。
87.03 – 87.04	从该组以外的任何品目改变， 税目87.06除外；或 从税目87.06改变，无论是否 也存在从该组外任何其他税目的改变， 只要税目87.06的 非原产材料价值不超过 产品交易价值或出厂价格的50% 产品的出厂价格。
87.05至87.07	从任何其他税目改变。
8708.10 – 8708.99	从其他子目变更；或 从这些子目中的任何一个内部变更， 无论是否同时存在从任何其他 子目，只要其价值

Harmonized System Classification (HS2012)	Sufficient production
	non-originating materials of that subheading does not exceed 50 per cent of the transaction value or ex-works price of the product.
8709.11 – 8709.19	A change from any other heading; or A change from subheading 8709.90, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8709.90 does not exceed 65 per cent of the transaction value or ex-works price of the product.
8709.90	A change from any other heading.
87.10	A change from any other heading.
87.11 – 87.12	A change from any other heading, except from heading 87.14; or A change from heading 87.14, whether or not there is also a change from any other heading, provided

协调制度分类（HS2012）	充分生产
	该子目的非原产材料 不超过产品交易价值或 出厂价格的50%。
8709.11 – 8709.19	从任何其他税目改变；或 从子目8709.90改变，无论是否 也存在从任何其他税目的改变， 前提是非原产 材料子目8709.90的价值不超过65 百分比的产品交易价值或出厂价格 的
8709.90	从任何其他税目改变。
87.10	从任何其他税目改变。
87.11 – 87.12	从任何其他税目改变，除非从 税目87.14；或 从税目87.14改变，无论是否同时存在 从任何其他税目的变更，只要

Harmonized System Classification (HS2012)	Sufficient production
	that the value of the non-originating materials of subheading 87.14 does not exceed 65 per cent of the transaction value or ex-works price of the product.
87.13 – 87.15	A change from any other heading.
8716.10 – 8716.80	A change from any other heading; or A change from subheading 8716.90, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 8716.90 does not exceed 65 per cent of the transaction value or ex-works price of the product.
8716.90	A change from any other heading.

Chapter 88

Aircraft, Spacecraft, and Parts Thereof

协调制度分类（HS2012）	充分生产
	非原产材料价值 子目87.14不超过产品 交易价值或出厂价格的65百分比。
87.13至87.15	从任何其他税目改变。
8716.10 – 8716.80	从任何其他税目改变；或 从子目8716.90改变，不论是否 同时存在从任何其他税目的改变， 只要子目8716.90项下的非原产 材料价值不超过65 百分比的产品交易价值或出厂价格， 即视为符合要求。
8716.90	从任何其他税目改变。

第88章

航空器、航天器及其零件

Harmonized System Classification (HS2012)	Sufficient production
88.01	A change from any other heading.
88.02 – 88.05	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
88.01	从任何其他税目改变。
88.02 – 88.05	从任何其他税目改变；或 从这些税目中的任何一个内部改变，无论是否还存在从任何其他税目的改变，只要归类于同一税目的非原产材料价值税目作为最终产品不超过50%产品交易价值或出厂价格的百分比产品。

Chapter 89

第89章

Ships, Boats and Floating Structures

船舶、艇及浮动结构体

Harmonized System Classification (HS2012)	Sufficient production

Harmonized 系统分类 (HS2012)	充分生产

Harmonized System Classification (HS2012)	Sufficient production
89.01 – 89.06	A change from any other chapter; or A change from within this chapter, whether or not there is also a change from any other chapter, provided that the value of the non-originating materials of chapter 89 does not exceed 40 per cent of the transaction value or ex-works price of the product.
89.07 – 89.08	A change from any other heading.

Section XVIII

Optical, photographic, cinematographic, measuring, checking, precision, medical or surgical instruments and apparatus; clocks and watches; musical instruments; parts and accessories thereof

Chapter 90

协调制度分类（HS2012）	充分生产
89.01至89.06	从其他章节变更；或 本章范围内的变更，无论是否 同时存在从其他章节的变更， 只要第89章的非原产材料价值 不超过交易价值或出厂价格的40百分比 的交易价值或出厂价格 产品。
89.07 – 89.08	从任何其他税目改变。

第十八类

光学、摄影、电影、计量、检验、精密、医疗或外科仪器及设备；钟表；乐器；零件及附件 第90章

Optical, Photographic, Cinematographic, Measuring, Checking, Precision, Medical or Surgical Instruments and Apparatus; Parts and Accessories Thereof

Harmonized System Classification (HS2012)	*Sufficient production*
90.01	*A change from any other heading.*
90.02	*A change from any other heading, except from heading 90.01; or* *A change from within this heading or heading 90.01, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading or heading 90.01 does not exceed 50 per cent of the transaction value or ex-works price of the product.*
90.03 – 90.33	*A change from any other heading; or* *A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the*

光学、摄影、电影、计量、检验、精密、医疗或外科仪器及设备；零件及附件

协调制度分类（HS2012）	**充分生产**
90.01	从任何其他税目改变。
90.02	从任何其他税目改变，除非从 品目90.01；或 从本税目内或品目90.01内改变， 无论是否同时存在从任何其他 税目的改变，只要 本税目或品目的非原产材料价值 90.01 不超过产品交易价值或出厂价格的50% 价值或出厂价格的50%。
90.03 – 90.33	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他税目的改变 税目，前提是其价值

Harmonized System Classification (HS2012)	Sufficient production
	non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	归类于同一类的非原产材料税目作为最终产品不超过50%产品交易价值或出厂价格的百分比产品。

Chapter 91

第91章

Clocks and Watches and Parts Thereof

钟表及其零件

Harmonized System Classification (HS2012)	Sufficient production
91.01 – 91.07	A change from any other heading, except from heading 91.08 through 91.14; or A change from heading 91.08 through 91.14, whether or not there is also a change from any other heading, provided that the value of the

Harmonized 系统分类（HS2012）	充分生产
91.01 – 91.07	从任何其他税目改变，除从税目91.08至91.14；或 从税目91.08至91.14改变，无论是否也从任何其他税目改变，只要该

Harmonized System Classification (HS2012)	Sufficient production
	non-originating materials of heading 91.08 through 91.14 does not exceed 50 per cent of the transaction value or ex-works price of the product.
91.08 – 91.14	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	税目91.08至的非原产材料 91.14 不超过产品交易价值或出厂价格的50% 价值或出厂价格的50%。
91.08 – 91.14	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他税目改变 税目，前提是 归类于同一税目下的非原产材料 占最终产品的比例不超过50% 产品交易价值或出厂价格的 。

Chapter 92

Musical Instruments; Parts and Accessories of Such Articles

第92章

乐器；上述物品的零件和附件

Harmonized System Classification (HS2012)	Sufficient production
92.01 – 92.08	A change from any other heading, except from heading 92.09; or A change from heading 92.09, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 92.09 does not exceed 50 per cent of the transaction value or ex-works price of the product.
92.09	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.

Section XIX

协调制度分类（HS2012）	充分生产
92.01 – 92.08	从任何其他税目改变，除 税目92.09；或 从税目92.09改变，无论是否同时存在 从任何其他税目的改变，只要 税目92.09的非原产材料价值 税目92.09不超过50% 产品交易价值或出厂价格。
92.09	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要本税目的非原产材料价值 不超过50%。 产品交易价值或出厂价格的 产品。

第十九类

Arms and ammunition; parts and accessories thereof

Chapter 93

Arms and Ammunition; Parts and Accessories Thereof

Harmonized System Classification (HS2012)	Sufficient production
93.01 – 93.04	A change from any other heading, except from heading 93.05; or A change from heading 93.05, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of heading 93.05 does not exceed 50 per cent of the transaction value or ex-works price of the product.
93.05 – 93.07	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same

武器和弹药；其零件和配件

第93章

武器和弹药；其零件和配件

协调制度分类（HS2012）	充分生产
93.01 – 93.04	从任何其他税目改变，除 税目93.05；或 从税目93.05改变，无论是否 也有从任何其他税目的改变，只要 非原产材料价值 税目93.05不超过50%的 产品交易价值或出厂价格。
93.05至93.07	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目改变，只要 归类于同一税目的非原产材料价值

Harmonized System Classification (HS2012)	Sufficient production
	heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	税目作为最终产品不超过50%产品交易价值或出厂价格的百分之产品。

Section XX

Miscellaneous manufactured articles

第二十类

杂项制品

Chapter 94

Furniture; Bedding, Mattresses, Mattress Supports, Cushions and Similar Stuffed Furnishings; Lamps and Lighting Fittings, Not Elsewhere Specified or Included; Illuminated Signs, Illuminated Name-Plates and the Like; Prefabricated Buildings

第九十四章

家具；寝具、床垫、床垫支架、垫子及类似填充家具；灯具及照明装置，未另列明或包括；发光标志、发光铭牌及类似品；预制建筑物

Harmonized System Classification (HS2012)	Sufficient production

Harmonized 系统分类 (HS2012)	充分生产

Harmonized System Classification (HS2012)	Sufficient production
94.01 – 94.06	A change from any other heading; or A change from within any one of these headings, whether or not there is also A change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
94.01 – 94.06	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否同时存在从任何其他税目改变， 只要归类于与最终产品相同税目的 非原产材料价值不超过50% 作为最终产品的税目不超过50%。 产品交易价值或出厂价格的 百分比。

Chapter 95

第95章

Toys, Games and Sports Requisites; Parts and Accessories Thereof

玩具、游戏和运动用品；零件及附件

Harmonized System Classification (HS2012)	Sufficient production
95.03 – 95.05	A change from any other heading; or

协调制度分类（HS2012）	充分生产
95.03 – 95.05	从任何其他税目改变；或

Harmonized System Classification (HS2012)	Sufficient production
	A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
9506.11 – 9506.29	A change from any other heading; or A change from within any one of these subheadings or any other subheading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
9506.31	A change from any other heading; or

协调制度分类 (HS2012)	充分生产
	从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目改变，只要 归类于与最终产品相同税目的 非原产材料价值不超过50% 产品交易价值或出厂价格的 百分比。
9506.11 – 9506.29	从任何其他税目改变；或 从这些子目中的任何一个内部变更 或其他子目，无论是否同时存在 从任何其他税目改变，只要 归类于其中的非原产材料价值 与最终产品相同的子目不 超过产品交易价值或出厂价格的50% 产品的出厂价格。
9506.31	从任何其他税目改变；或

Harmonized System Classification (HS2012)	Sufficient production
	A change from subheading 9506.39, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of subheading 9506.39 does not exceed 50 per cent of the transaction value or ex-works price of the product.
9506.32 – 9506.99	A change from any other heading; or A change from within any one of these subheadings or any other subheading, whether or not there is also a change from any other subheading, provided that the value of the non-originating materials classified in the same subheading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.
95.07 – 95.08	A change from any other heading.

Chapter 96

协调制度分类（HS2012）	充分生产
	从子目9506.39的变更，不论是否还存在从任何其他税目改变，只要子目9506.39的非原产材料价值不超过50百分比的产品交易价值或出厂价格，即可。
9506.32 – 9506.99	从任何其他税目改变；或 从这些子目中的任何一个内部变更或其他子目，无论是否还存在从任何其他子目改变，只要归类于与最终产品相同子目的非原产材料价值与最终产品同属一个子目超过产品交易价值或出厂价格的50%产品交易价值或出厂价格的50%。
95.07 – 95.08	从任何其他税目改变。

Chapter 96

Miscellaneous Manufactured Articles

Harmonized System Classification (HS2012)	Sufficient production
9601.10 – 9602.00	A change from within any one of these subheadings or any other subheading.
96.03 – 96.04	A change from any other heading.
96.05	A change from any other heading, provided that the value of the non originating component products does not exceed 25 per cent of the transaction value or ex-works price of the set.
96.06 – 96.07	A change from any other heading; or A change from within any one of these headings, whether or not there is also a change from any other heading, provided that the value of the non-originating materials classified in the same heading as the final product does not exceed 50 per cent of the transaction value or ex-works price of the product.

杂项制品

协调制度分类（HS2012）	充分生产
9601.10 – 9602.00	从这些子目中的任何一个内部变更 或其他子目。
96.03 – 96.04	从任何其他税目改变。
96.05	从任何其他税目改变，前提是 非原产成分产品的价值 不超过交易价值的25% 或套件的出厂价格。
96.06 – 96.07	从任何其他税目改变；或 从这些税目中的任何一个内部改变， 无论是否还存在从任何其他 税目改变，只要归类于与最终产品相同 税目下的非原产材料价值不超过50% 产品交易价值或出厂价格的百分比 交易价值或出厂价格的百分之 产品。

Harmonized System Classification (HS2012)	Sufficient production
9608.10 – 9608.40	A change from any other heading; or A change from within this heading, except from subheading 9608.50, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading, other than subheading 9608.50, does not exceed 50 per cent of the transaction value or ex-works price of the product.
9608.50	A change from any other heading; or A change from subheading 9608.10 through 9608.40 or 9608.60 through 9608.99, whether or not there is also a change from any other heading, provided that the value of the non-originating component products of subheading 9608.10 through 9608.40 or 9608.60 through 9608.99 does not exceed 25 per cent of the transaction value

协调制度分类（HS2012）	充分生产
9608.10 – 9608.40	从任何其他税目改变；或 从本税目内改变，但子目9608.50除外，无论是否同时存在从任何其他税目的改变，只要本税目中非原产材料（子目9608.50除外）的价值不超过规定标准。 税目，除子目9608.50外，不包括超过产品交易价值或出厂价格的50%。
9608.50	从任何其他税目改变；或 从子目9608.10至9608.40或9608.60至9608.99的改变，无论是否同时存在从任何其他税目的改变，只要非原产子目9608.10的成分产品至9608.40或9608.60至9608.99的价值不超过交易价值的25%

Harmonized System Classification (HS2012)	Sufficient production
	or ex-works price of the set.
9608.60 – 9608.99	A change from any other heading; or A change from within this heading, except from subheading 9608.50, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading, other than subheading 9608.50, does not exceed 50 per cent of the transaction value or ex-works price of the product.
96.09	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.

协调制度分类（HS2012）	充分生产
	或套件的出厂价格。
9608.60 – 9608.99	从任何其他税目改变；或 从本税目内改变，但子目9608.50除外，无论是否同时存在从任何其他税目改变，只要该非原产材料价值不超过本税目产品价值的50% 税目，除子目9608.50外，不超过产品交易价值或出厂价格的50% 产品的出厂价格。
96.09	从任何其他税目改变；或 从本税目内改变，无论是否也存在从任何其他税目的改变，前提是非原产本税目的材料价值不超过50% 产品交易价值或出厂价格的百分比。

Harmonized System Classification (HS2012)	Sufficient production
96.10 – 96.12	A change from any other heading.
96.13	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the product.
96.14	A change from within this heading or any other heading.
96.15	A change from any other heading; or A change from within this heading, whether or not there is also a change from any other heading, provided that the value of the non-originating materials of this heading does not exceed 50 per cent of the transaction value or ex-works price of the

协调制度分类（HS2012）	充分生产
96.10 – 96.12	从任何其他税目改变。
96.13	从任何其他税目改变；或 从本税目内改变，无论是否 也存在从任何其他税目的改变， 只要非原产 本税目的材料价值不超过50% 产品交易价值或出厂价格的 产品。
96.14	从本品目或其他任何品目改变 税目。
96.15	从任何其他税目改变；或 从本税目内改变，无论是否 还存在从任何其他税目改变， 只要非原产 本税目的材料价值不超过50% 的交易价值或出厂价格。

Harmonized System Classification (HS2012)	Sufficient production
	product.
96.16 – 96.19	A change from any other heading.

协调制度分类（HS2012）	充分生产
	产品。
96.16 – 96.19	从任何其他税目改变。

Section XXI

Works of art, collectors' pieces and antiques

Chapter 97

Works of Art, Collectors' Pieces and Antiques

Harmonized System Classification (HS2012)	Sufficient production
97.01 – 97.06	A change from any other heading.

第XXI类

艺术品、收藏品及古董

第97章

艺术品、收藏品及古董

协调制度分类（HS2012）	充分生产
97.01 – 97.06	从任何其他税目改变。

Text of the Canada–Ukraine Free trade agreement – Chapter 4: Trade facilitation

加拿大-乌克兰自由贸易协议文本 – 第四章：贸易

Article 4.1: Objectives, Principles, and General Provisions

1. The Parties acknowledge the importance of customs and trade facilitation matters in the evolving global trading environment.

2. The Parties shall, to the extent possible, cooperate and exchange information, including information on best practices, to promote the application of and compliance with the trade facilitation measures in this Agreement.

3. Each Party shall ensure that its measures to facilitate trade do not hinder mechanisms to protect a person through effective enforcement of and compliance with its law.

4. Each Party shall ensure that its import, export and transit requirements and procedures are no more administratively burdensome or trade restrictive than necessary to achieve a legitimate objective.

5. Each Party shall use existing international trade and customs instruments and standards as a basis for its import, export and transit requirements and procedures, unless they would be an inappropriate or ineffective means for the fulfilment of the legitimate objective pursued.

第4.1条：目标、原则和一般规定

1. 双方认识到海关和贸易便利化事项在不断变化的全球贸易环境中的重要性。

2. 双方应尽可能开展合作与信息交流，包括关于最佳实践的信息，以促进本协定中贸易便利化措施的应用和合规。

3. 每一缔约方应确保其促进贸易的措施不会阻碍通过有效执行和符合其法律来保护个人的机制。

4. 每一缔约方应确保其进口、出口和过境要求和程序的行政负担或贸易限制不超过实现合法目标所需的程度。

5. 每一缔约方应以现有的国际贸易和海关文书及标准作为其进口、出口和过境要求和程序的基础，除非这些文书和标准对于实现所追求的合法目标不适当或无效。

Article 4.2: Transparency

1. Each Party shall publish or otherwise make available, including electronically, its legislation, judicial decisions and administrative policies relating to import or export requirements.

2. Each Party shall endeavour to make public, including on the internet, proposed regulations and administrative policies relating to customs matters and to provide interested persons an opportunity to comment prior to their adoption.

3. Each Party shall designate or maintain one or more contact points to address inquiries by interested persons concerning customs matters and make available, including on the internet, information concerning the procedures for making these inquiries.

Article 4.3: Release of Goods

1. Each Party shall adopt or maintain simplified customs procedures for the efficient release of goods in order to facilitate trade between the Parties and reduce costs for importers and exporters. Each Party shall ensure that its procedures:

- (a) allow for the release of goods within a period of time no longer than that required to ensure compliance with its law;

第4.2条：透明度

1. 每一缔约方应公布或以其他方式提供（包括电子方式）其与进出口要求相关的立法、司法裁决和行政政策。

2. 每一缔约方应努力公开包括在互联网上公布与海关事务相关的拟议法规和行政政策，并为利害关系人在其通过前提供评论机会。

3. 每一缔约方应指定或维持一个或多个联络点，以处理利害关系人关于海关事务的咨询，并公开包括在互联网上提供有关进行此类咨询的程序信息。

第4.3条：货物放行

1. 每一缔约方应采用或维持简化海关程序以实现高效货物放行，从而促进缔约方之间的贸易并降低进出口商成本。每一缔约方应确保其程序：

- (a) 允许在不超过确保符合其法律所需时间段的期限内放行货物；

- (b) require the submission of more extensive information through post-entry accounting and verifications, as appropriate;
- (c) allow goods, and to the extent possible controlled or regulated goods, to be released at the first point of arrival;
- (d) allow, to the extent possible, for the expeditious release of goods in need of emergency clearance;
- (e) allow an importer or its agent to remove goods from customs control prior to the final determination and payment of customs duties, taxes, and fees. Before releasing the goods, a Party may require that an importer provide sufficient guarantee in the form of a surety, a deposit, or some other appropriate instrument. The guarantee shall be limited to an amount calculated to ensure compliance with a Party's requirements for customs duties, taxes and fees, and shall not represent an indirect protection of domestic products or taxation of imports for fiscal purposes; and
- (f) provide for, in accordance with its law, simplified documentation requirements for the entry of low-value goods as determined by each Party.

2. Each Party shall adopt or maintain separate customs procedures for the expedited release of express shipments. These procedures shall:

- (b) 要求提交更详尽的信息

  通过事后核算和验证（如适用）进行；
- (c) 允许货物（并在可能范围内允许受控或受监管货物）

  在首个到达点放行；
- (d) 在可能范围内，允许急需紧急清关的货物

  快速放行；

• (e) 允许进口商或其代理人在最终裁定及支付关税、税款和费用前将货物移出海关监管。在放行货物前，缔约方可要求进口商提供充分担保，形式包括保证、押金或其他适当工具。该担保应限于确保符合缔约方关于关税、税款和费用要求而计算的金额，且不得构成对国内产品的间接保护或为财政目的对进口征税；

- (f) 根据其法律，为各缔约方确定的低价值货物的入境提供简化单证要求。

2. 每一缔约方应采纳或维持独立的**海关程序**，以实现**快递货物**的快速

- (a) when applicable, use the World Customs Organization (WCO), Guidelines for the Immediate Release of Consignments by Customs, as amended;
- (b) to the extent possible or if applicable, provide for advance electronic submission and processing of information before physical arrival of express shipments to enable their release upon arrival;
- (c) to the extent possible, provide for clearance of certain goods with a minimum of documentation;
- (d) not be limited by a maximum weight; and
- (e) provide for, in accordance with a Party's legislation, simplified documentation requirements for the entry of low-value goods as determined by that Party.

- (a) 在适用的情况下，采用世界海关组织（WCO）修订后的《海关即时放行货物指南》；• (b) 在可能或适用的情况下，允许快递货物在实体到达前预先以电子方式提交和处理信息，以便货物到达时即可放行；• (c) 在可能的情况下，为某些货物提供最少文件的通关程序；• (d) 不受最高重量限制；以及• (e) 根据缔约方的立法，为该缔约方确定的低价值货物的入境提供简化单证要求。

3. Each Party shall ensure, to the extent possible, that its authorities and agencies involved in border and other import and export controls cooperate and coordinate to facilitate trade by, among other things, converging import and export data and documentation requirements and establishing a single location for one-time documentation and physical verification of consignments.

3. 每一缔约方应尽可能确保其参与边境及其他进出口管制的当局和机构相互合作与协调，以促进贸易，具体措施包括统一进出口数据和文件要求，并设立单一地点进行一次性文件提交和货物实物核查。

4. Each Party shall ensure, to the extent possible, that its import and export requirements are coordinated to facilitate trade, regardless of

4. 每一缔约方应尽可能确保其进出口要求相互协调以促进贸易，无论

whether these requirements are administered by an agency or on behalf of that agency by the customs authority.

这些要求是由某一机构还是由海关当局代表该机构实施。

Article 4.4: Customs Valuation

The Customs Valuation Agreement governs customs valuation applied to reciprocal trade between the Parties.

第4.4条：海关估价

《海关估价协定》规范适用于缔约方之间互惠贸易的海关估价。

Article 4.5: Fees and Charges

Each Party shall publish or otherwise make available information on fees and charges imposed by its customs authority, including electronically. This information shall include the applicable fees and charges, the specific reason for the fee or charge, the responsible authority, and when and how payment is to be made. A Party shall not impose new or amended fees and charges until it publishes or otherwise makes available this information.

第4.5条：费用和收费

每一缔约方应公布或以其他方式提供其海关当局征收的费用和收费信息，包括通过电子方式。该信息应包括适用的费用和收费、收费或费用的具体原因、负责当局以及支付的时间和方式。缔约方在公布或以其他方式提供此信息之前，不得征收新的或修订的费用和收费。

Article 4.6: Risk Management

1. Each Party shall base its examination, release, and post-entry verification procedures on risk assessment principles, rather than requiring each shipment offered for entry to be examined in a comprehensive manner for compliance with import requirements.

第4.6条：风险管理

1. 每一缔约方应基于风险评估原则实施其检查、放行和入境后核查程序，而非要求对每批申报入境的运输货物进行全面检查以确保符合进口要求。

2. Each Party shall adopt and apply its import, export and transit requirements and procedures for goods on the basis of risk management principles that focus compliance measures on transactions that merit attention.

2. 每一缔约方应根据风险管理原则制定并实施其货物的进口、出口和过境要求和程序，这些原则将合规措施集中于值得关注的交易上。

3. Paragraphs 1 and 2 do not preclude a Party from conducting a quality control and compliance review that may require more extensive examinations.

3. 第1款和第2款并不妨碍缔约方进行可能需要更广泛检查的质量控制和合规审查。

Article 4.7: Automation

第4.7条：自动化

1. Each Party shall use information technologies that expedite its domestic procedures for the release of goods in order to facilitate trade, including trade between the Parties.

1. 每一缔约方应使用信息技术加快其货物放行的国内程序，以促进贸易，包括缔约方之间的贸易。

2. Each Party shall:

2. 每一缔约方应：

- (a) endeavour to make available electronically customs forms that are required for the import or export of goods;
- (b) allow, subject to its law, those customs forms to be submitted in electronic format; and
- (c) if possible, provide for the electronic exchange of information with its trading community through its customs authority.

- (a) 努力以电子方式提供货物进出口所需的海关表格；
- (b) 根据其法律，允许以电子格式提交这些海关表格；以及
- (c) 如可能，通过其海关当局提供与贸易社区的电子信息交换。

3. Each Party shall endeavour to:

3. 每一缔约方应努力：

- (a) develop or maintain fully interconnected single window systems to facilitate a single electronic submission of information required by customs and non-customs legislation for cross-border movements of goods; and
- (b) develop a set of data elements and processes in accordance with the WCO Data Model and related WCO recommendations and guidelines.

4. The Parties shall endeavour to cooperate on the development of interoperable electronic systems, taking account of the work at the WCO, in order to facilitate trade between the Parties.

- (a) 开发或维护完全互联的单一窗口系统，以便利为货物跨境流动所需的海关和非海关法规信息进行单一电子提交；以及
- (b) 根据世界海关组织数据模型及相关世界海关组织建议和指南，开发一套数据元素和流程集。

4. 缔约方应努力合作开发可互操作的电子系统，同时考虑世界海关组织的工作，以促进缔约方之间的贸易。

Article 4.8: Advance Rulings for Tariff Classification

1. Subject to Chapter 3 (Rules of Origin and Origin Procedures), a Party shall issue a written ruling prior to an importation in response to a written request by an importer in its territory, exporter or producer in the territory of the other Party, or their respective representatives.

2. A Party shall issue these rulings for tariff classification or rate of customs duty, except with respect to any form of surtax or surcharge, applicable upon importation.

第4.8条：关于关税分类的预先裁定

1. 根据第三章（原产地规则和原产地程序），一缔约方应在进口前，针对其领土内的进口商、另一方领土内的出口商或生产商或其各自代表的书面请求，作出书面裁定。

2. 缔约方应就关税分类或关税税率（不包括适用于进口的任何形式的附加税或附加费）出具此类裁决。

3. For the purposes of paragraph 1, the issuance of advance rulings shall be administered in the same manner as the procedures set out in Article 3.30 (Advance Rulings relating to Origin).

3. 就第1款而言，预先裁定的签发程序应按照第3.30条（关于原产地的预先裁定）规定的程序以相同方式实施。

Article 4.9: Review and Appeal

第4.9条：审查和上诉

1. Each Party shall ensure that an administrative action or official decision taken in respect of the import of goods is promptly reviewable by judicial, arbitral, or administrative tribunals or through administrative procedures.

1. 每一缔约方应确保针对货物进口采取的行政行为或官方决定可迅速通过司法、仲裁或行政法庭或行政程序进行审查。

2. The tribunal or official conducting the review referred to in paragraph 1 shall be independent of the official or office issuing the decision and shall have the competence to maintain, modify or reverse the determination, in accordance with the Party's law.

2. 根据第1款进行审查的法庭或官员应独立于作出决定的官员或机构，并应有权依据缔约方法律维持、修改或撤销裁定。

3. Before requiring a person to seek redress at a more formal or judicial level, each Party shall provide for an administrative level of appeal or review that is independent of the official or, if applicable, the office responsible for the original action or decision.

3. 在要求个人寻求更正式或司法级别的救济之前，每一缔约方应提供独立于负责原始行为或决定的官员（如适用）或机构的行政上诉级别或审查程序。

4. Each Party shall grant a person that has received an advance ruling pursuant to Article 4.8 (Advance Rulings for Tariff Classification) substantially the same right of review and appeal of determinations of

4. 每一缔约方应授予根据第4.8条（关于关税分类的预先裁定）获得预先裁定的个人与该缔约方在其领土内提供给进口商的关于海关当局所作预先裁定决定基本相同的审查和上诉权。

advance rulings by its customs authority that the Party provides to importers in its territory.

其海关当局向领土内进口商提供的预先裁定。

Article 4.10: Penalties

Each Party shall ensure that its customs legislation provides that any penalty imposed for a breach of customs legislation or procedures is proportionate and non-discriminatory and, in its application, does not result in unwarranted delays.

第4.10条：处罚

每一缔约方应确保其海关法规规定，对违反海关法规或程序的行为所施加的任何处罚均须相称且非歧视性，且在实施过程中不会导致无故延误。

Article 4.11: Confidentiality

1. Each Party shall, in accordance with its law:

- (a) treat as strictly confidential information obtained under this Chapter that is by its nature confidential or that is provided on a confidential basis; and
- (b) protect that information from disclosure that could prejudice the competitive position of the person providing the information.

2. If the Party receiving or obtaining the information referred to in paragraph 1 is required by its law to disclose this information, that Party shall notify the Party or person who provided the information.

第4.11条：保密性

1. 每一缔约方应根据其法律：

- (a) 将根据本章获取的、本质上属保密或基于保密条件提供的信息视为严格机密；及
- (b) 保护该信息免遭可能损害信息提供者竞争地位的披露。

2. 如果接收或获取第1款所述信息的缔约方根据其法律要求披露该信息，则该缔约方应通知提供信息的缔约方或个人。

3. Each Party shall ensure that information collected under this Chapter shall only be used for purposes related to the administration and enforcement of customs matters, except with the permission of the Party or person that provided the information.

3. 每一缔约方应确保本章下收集的信息仅用于与海关事务的管理和执行相关的目的，除非获得提供信息的缔约方或个人的许可。

4. A Party may allow information collected under this Chapter to be used in administrative, judicial, or quasi-judicial proceedings instituted for failure to comply with customs-related legislation implementing this Chapter. A Party shall notify the Party or person that provided the information in advance of such use.

4. 缔约方可允许将本章下收集的信息用于因未履行实施本章的海关相关立法而提起的行政、司法或准司法程序。缔约方应事先通知提供信息的缔约方或个人此类使用。

Article 4.12: Cooperation

第4.12条：合作

1. The Parties shall continue to cooperate in international fora, such as the WCO, to achieve mutually-recognised goals, including those set out in the WCO SAFE Framework of Standards to Secure and Facilitate Global Trade.

1. 双方应继续在世界海关组织等国际论坛中合作，以实现共同认可的目标，包括世界海关组织《全球贸易安全与便利标准框架》中规定的目标。

2. The Parties shall develop a technical cooperation program in customs matters under jointly decided terms as to the scope, timing and cost of cooperative measures.

2. 双方应根据共同决定的合作措施范围、时间和成本，制定海关事务技术合作计划。

3. The Parties shall cooperate:

3. 双方应开展以下合作：

- (a) in the enforcement of their respective customs-related legislation implementing this Agreement;

- (a) 在执行各自实施本协定的海关相关立法时；

- (b) to the extent practicable and for purposes of facilitating the flow of trade between them, in customs matters such 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;
- (c) to the extent practicable, to harmonize customs laboratories' methods and the exchange of information and personnel between the customs laboratories;
- (d) in the development of effective mechanisms for communicating with the trade and business communities; and
- (e) in such other matters as the Parties may decide.

4. If a Party has reasonable grounds to suspect that an offence related to a fraudulent claim for preferential tariff treatment pursuant to this Agreement has occurred, it may request the other Party to provide information pertaining to the offence, including:

- (a) the name and address of persons and companies relevant to the investigation of the offence;
- (b) shipping information relevant to the offence;
- (c) customs clearance and accounting records or equivalent records for goods or materials imported into the territory of the other Party;

• (b) 在可行范围内并为促进双方贸易流动之目的，在海关事务方面，例如收集和交换关于货物进出口的统计数据、贸易中使用文件的协调以及数据元素的标准化；

• (c) 在可行范围内，协调海关实验室的方法以及海关实验室之间的信息交换和人员交流；

• (d) 在开发与贸易和商业社区沟通的有效机制方面；以及• (e) 在双方可能决定的其他此类事项上。

4. 如果一方有合理理由怀疑发生了与本协定项下优惠关税待遇欺诈性索赔相关的违法行为，可请求另一方提供与该违法行为相关的信息，包括：

• (a) 与违法行为调查相关的个人和公司的名称和地址；• (b) 与违法行为相关的运输信息；• (c) 进口到另一方领土的货物或材料的清关和会计记录或等效记录；

- (d) information related to the sourcing of materials, including indirect materials used in the production of goods exported from the territory of the other Party; and
- (e) information related to production capacity of an exporter or producer who has exported goods to the territory of the other Party.

• (d) 与材料采购相关的信息，包括从另一方领土出口的商品生产中使用的间接材料；以及• (e) 已向另一方领土出口商品的出口商或生产商的生产能力相关信息。

5. If a Party makes a request pursuant to paragraph 4, it shall:

- (a) make its request in writing;
- (b) specify the grounds for suspicion of a fraudulent claim for preferential tariff treatment pursuant to this Agreement and the purposes for which the information is sought; and
- (c) identify the requested information with sufficient specificity for the other Party to locate and provide the information.

5. 如果一方根据第4款提出请求，则应：

• (a) 以书面形式提出请求；• (b) 说明根据本协定怀疑欺诈性索赔优惠关税待遇的理由及寻求信息的目的；以及• (c) 以足够的特异性标识请求的信息，以便另一方能够定位并提供信息。

6. Following the receipt of a request for information pursuant to paragraphs 4 and 5, a Party shall provide relevant information subject to its law.

6. 在收到根据第4款和第5款提出的信息请求后，一方应根据其法律提供相关信息。

7. Officials of a Party may, with the consent of the other Party, contact or visit an exporter, supplier or producer in the territory of the other Party in order to obtain information to further an

7. 一方的官员可在另一缔约方同意的情况下，联系或访问另一方领土内的出口商、供应商或生产商，以获取信息，进一步

investigation related to a suspected fraudulent claim for preferential tariff treatment made pursuant to this Agreement.

调查与本协定项下涉嫌欺诈性申请优惠关税待遇相关的行为。

8. Each Party shall, when possible on its own initiative, provide the other Party with information relating to fraudulent claims for preferential tariff treatment made pursuant to this Agreement.

8. 每一缔约方应在可能的情况下主动向另一方提供与本协定项下欺诈性索赔优惠关税待遇相关的信息。

9. Nothing in this Chapter shall be construed to require a Party to furnish or to allow access to information the disclosure of which would impede law enforcement or would be contrary to the Party's law protecting personal privacy.

9. 本章任何内容不得解释为要求一缔约方提供或允许获取披露后会妨碍执法或违反该缔约方保护个人隐私的法律的信息。

10. If a Party declines or postpones sharing the information requested by the other Party pursuant to this Article, the Party shall provide reasons to the other Party.

10. 如一缔约方拒绝或推迟分享另一方根据本条请求的信息，该缔约方应向另一方提供理由。

Article 4.13: Future Work Program

第4.13条：未来工作计划

1. With the objective of developing further steps to facilitate trade under this Agreement, the Parties shall, as appropriate, identify and submit for consideration by the Joint Commission new measures aimed at facilitating trade between the Parties.

1. 为进一步促进本协定项下贸易的目标，双方应酌情确定并向联合委员会提交旨在促进缔约方之间贸易的新措施以供审议。

2. The Parties shall regularly review relevant international initiatives on trade facilitation, including the Compendium of Trade Facilitation Recommendations, developed by the United Nations Conference on

2. 双方应定期审查关于贸易便利化的相关国际倡议，包括由联合国会议制定的《贸易便利化建议汇编》，

Trade and Development and the United Nations Economic Commission for Europe, to identify areas in which further joint action would facilitate trade between the Parties and promote shared multilateral objectives.

以及联合国欧洲经济委员会制定的《贸易与发展》，以确定哪些领域的进一步联合行动将促进缔约方之间的贸易并推动共同的多边目标。

Text of the Canada–Ukraine Free trade agreement – Chapter 5: Emergency action and trade remedies

加拿大-乌克兰自由贸易协议文本 – 第五章：紧急行动与贸易救济

Section A – Definitions

A部分 - 定义

Article 5.1: Definitions

第5.1条：定义

For the purposes of this Chapter:

就本章而言：

Agreement on Safeguards means the WTO Agreement on Safeguards, contained in Annex 1A to the WTO Agreement;

保障措施协定指WTO协定附件1A所包含的WTO保障措施协定；

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

反倾销协定指WTO协定附件1A所包含的WTO关于实施1994年关税与贸易总协定第6条的协定；**主管调查机关**指：

competent investigating authority means:

- (a) in the case of Canada, the Canadian International Trade Tribunal, or its successor; and

- (a) 在加拿大的情况下，指加拿大国际贸易法庭或其继任者；以及

- (b) in the case of Ukraine, the Ministry of Economic Development and Trade, or its successor;

- (b) 在乌克兰的情况下，指经济发展和贸易部或其继任者；

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 that good;

国内产业指对于进口商品而言，在缔约方领土内经营同类或直接竞争产品的生产商整体，或其集体生产的同类或直接竞争产品占该产品国内生产总量主要比例的生产商；

emergency action means an emergency action described in Article 5.3;

紧急行动指第5.3条所述的紧急行动；

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

补贴与反补贴措施协定指世界贸易组织协议中关于补贴与反补贴措施的协定，包含在世贸组织协议附件1A中；

serious injury means a significant overall impairment of a domestic industry;

严重损害指对国内产业造成的重大全面损害；

substantial cause means a cause that is important and not less important than any other cause;

实质原因指重要且不亚于任何其他原因的原因；

threat of serious injury means serious injury that is clearly imminent based on facts and not based on allegation, conjecture or remote possibility; and

严重损害威胁 指基于事实而非指控、推测或渺茫可能性，明显迫在眉睫的严重损害；且

transition period means the 7-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.

过渡期 指自本协定生效之日起的7年期限，除非针对所涉货物的关税取消在更长时间段内实施，此时过渡期即为该货物分阶段取消关税的期限。

Section B – Emergency Action

B部分 – 紧急行动

Article 5.2: Article XIX of the GATT 1994 and the Agreement on Safeguards

第5.2条：1994年关贸总协定第19条与保障措施协定

1. Each Party retains its rights and obligations under Article XIX of the GATT 1994 and the Agreement on Safeguards, which exclusively govern global safeguard actions including the resolution of a dispute with respect to those matters.

1. 每一缔约方保留其在1994年关税与贸易总协定第19条和保障措施协定下的权利与义务，这些条款专门管辖包括相关争端解决在内的全球保障行动。

2. A Party shall not adopt or maintain, with respect to the same good, at the same time:

2. 缔约方不得针对同一货物同时采取或维持以下措施：

- (a) an emergency action; and
- (b) a measure under Article XIX of the GATT 1994 and the Agreement on Safeguards.

- (a) 一项紧急行动；及
- (b) 根据1994年关税与贸易总协定第19条和保障措施协定实施的措施。

Article 5.3: Bilateral Emergency Actions

第5.3条：双边紧急行动

1. A Party may adopt an emergency action described in paragraph 2:

1. 缔约方可采取第2款所述的紧急行动：

- (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 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.

- (a) 仅在过渡期内；及
- (b) 若因根据本协定削减或取消关税，导致原产货物进口至该缔约方领土的数量绝对或相对于国内生产激增，且在此条件下对生产同类或直接竞争产品的国内产业造成严重损害或实质原因威胁。

2. If the conditions set out in paragraph 1 and Article 5.4 and 5.5 are met, a Party may, to the extent necessary to prevent or remedy serious injury, or threat of serious injury:

2. 如果满足第1款和第5.4条及5.5条中规定的条件，缔约方可在防止或补救严重损害或严重损害威胁所需的限度内：

- (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:
  - (i) the most-favoured-nation (MFN) applied rate of customs duty in effect at the time the emergency action is taken, and
  - (ii) the base rate of customs duty as provided in the Party's schedule to Annex 2-B (Tariff Elimination); or

- (a) 暂停根据本协定对该货物关税税率的进一步降低；或
- (b) 将该货物的关税税率提高至不超过以下两者中较低者的水平：
  - (i) 采取紧急行动时生效的最惠国待遇适用关税税率，和
  - (ii) 缔约方减让表中附件2-B（关税取消）规定的基准税率；或

- (c) in the case of a customs duty applied to a good on a seasonal basis, increase the rate of customs duty to a level not to exceed the lesser of:
  - (i) the MFN applied rate of customs duty on the good in effect for the corresponding season immediately preceding the date of application of an emergency action, or
  - (ii) the MFN applied rate of customs duty on the good in effect for the corresponding season immediately preceding the date of entry into force of this Agreement, or
  - (iii) the base rate of customs duty provided for in the Party's schedule to Annex 2-B (Tariff Elimination).

- (c) 对于按季节性基础征收关税的货物，将关税税率提高至不超过以下两者中较低者的水平：
  - (i) 紧急行动申请日期前对应季节生效的货物最惠国适用关税税率，或
  - (ii) 本协定生效之日前对应季节生效的货物最惠国适用关税税率，或
  - (iii) 缔约方减让表附件2-B（关税取消）中规定的基准关税税率。

3. Any emergency action shall be adopted no later than one year after the date the proceeding is instituted.

3. 任何紧急行动应在程序启动之日起不超过一年内实施。

Article 5.4: Notification and Discussions

1. A Party shall, in writing, promptly notify and invite the other Party for discussions with respect to:

- (a) initiating an emergency action proceeding;
- (b) making a finding of serious injury or threat of serious injury under the conditions set out in Article 5.3.1; or
- (c) applying an emergency action.

第5.4条：通知与讨论

1. 一缔约方应以书面形式迅速通知并邀请另一缔约方就以下事项进行讨论：

- (a) 启动紧急行动程序；
- (b) 根据第5.3.1条规定的条件作出严重损害或严重损害威胁的认定；或
- (c) 实施紧急行动。

2. A Party shall, without delay, provide the other Party with 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.

2. 一缔约方应立即向另一方提供主管调查机关就第1款通知事项发布的任何通知或报告的公开版本副本。

3. If a Party accepts an invitation for discussions made pursuant to paragraph 1, the Parties shall discuss 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.

3. 如一缔约方接受根据第1款发出的讨论邀请，双方应就第1款所述通知或主管调查机关在紧急行动程序中签发的文件公开版本进行讨论。

Article 5.5: Standards for Emergency Actions

第5.5条：紧急行动标准

1. A Party shall not maintain an emergency action:

1. 缔约方不得维持以下紧急行动：

- (a) to an extent or for a period that exceeds what is necessary to prevent or remedy serious injury and facilitate adjustment;
- (b) for a period exceeding three years; or
- (c) beyond the expiration of the transition period.

• (a) 超出防止或补救严重损害及促进调整所需的程度或期限；• (b) 期限超过三年；或• (c) 过渡期结束后仍继续实施。

2. A Party shall not apply an emergency action against an originating good more than once.

2. 缔约方不得对同一原产货物实施一次以上的紧急行动。

3. In order to facilitate adjustment in a situation where the expected duration of an emergency action is greater than one year, the Party

3. 为了在紧急行动的预计持续时间超过一年的情况下促进调整，缔约方

taking the action shall progressively liberalize the emergency action at annual intervals during the period of application.

采取行动的一方应在申请期限内逐年逐步放宽紧急行动。

4. On the termination of an emergency action, a Party shall set the rate of customs duty at the rate that would have been in effect but for the action according to the Party's Schedule to Annex 2-B (Tariff Elimination) for the staged elimination of the customs duty.

4. 紧急行动终止时，缔约方应根据该缔约方附件2-B（关税取消）的附表关于分阶段取消关税的规定，将关税税率设定为若非采取该行动本应适用的税率。

5. A Party taking an emergency action under Article 5.3 shall provide to the exporting Party mutually agreed 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 agree 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 under Article 5.3. 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 5.3 is in effect.

5. 根据第5.3条采取紧急行动的缔约方，应向出口缔约方提供双方同意的贸易自由化补偿，形式为具有实质等效贸易效应的减让或等同于该行动预期导致的附加关税价值的补偿。若双方未能就补偿达成一致，其货物受该行动影响的缔约方可采取与第5.3条下紧急行动具有实质等效贸易效应的关税行动。采取关税行动的缔约方仅应在实现实质等效效应所需的最短期限内实施该行动，且无论如何仅在第5.3条下紧急行动有效期间实施。

Article 5.6: Administration of Emergency Action Proceedings

第5.6条：紧急措施程序管理

1. Each Party shall ensure the consistent, impartial and reasonable administration of its legislation, decisions and rulings governing emergency action proceedings.

1. 每一缔约方应确保其管理紧急行动程序的立法、决定和裁决的实施保持一致性、公正性和合理性。

2. Each Party shall entrust determinations of serious injury, or threat of serious injury, in an emergency action proceeding, to a competent investigating authority. Each Party shall:

- (a) ensure that those determinations are subject to review by judicial or administrative tribunals, to the extent provided by the Party's legislation;
- (b) ensure that negative injury determinations are not modified, except through a review referred to in sub-paragraph (a); and
- (c) provide its competent investigating authority with the necessary resources to enable it to fulfill its duties.

2. 每一缔约方应将紧急行动程序中关于严重损害或严重损害威胁的裁定委托给主管调查机关。每一缔约方应：

- (a) 确保这些决定可根据缔约方的立法规定，接受司法或行政法庭的审查；
- (b) 确保否定性损害裁定不得修改，除非通过(a)项所述的审查；以及
- (c) 向其主管调查机关提供必要资源，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. 每一缔约方应制定或维持公正、及时、透明且有效的紧急行动程序诉讼程序，并符合第4款所列要求。

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. 缔约方仅可在其主管调查机关根据《保障措施协定》第3条和第4.2条进行调查后实施紧急行动。为此，《保障措施协定》第3条和第4.2条被纳入本协定并构成本协定的一部分。

Article 5.7: Dispute Settlement in Emergency Action Matters

第5.7条：紧急行动事项的争端解决

1. A Party shall not request the establishment of a panel under Article 17.7 (Establishment of a Panel) regarding a proposed emergency action.

1. 缔约方不得就拟议的紧急行动根据第17.7条（专家组的设立）请求设立专家组。

2. A Party may request the establishment of a panel under Article 17.7 (Establishment of a Panel) regarding an actual emergency action.

2. 缔约方可依据第17.7条（专家组的设立）就实际紧急行动请求设立

Section C – Anti-Dumping and Countervailing Measures

C部分 – 反倾销和反补贴措施

Article 5.8: Relation to Other Agreements

第5.8条：与其他协定的关系

1. Each Party shall apply anti-dumping and countervailing measures in accordance with Article VI of the GATT 1994, the Anti-Dumping Agreement and the SCM Agreement.

1. 每一缔约方应依照1994年关税与贸易总协定第六条、《反倾销协定》及《补贴与反补贴措施协定》实施反倾销和反补贴措施。

2. This Section is not subject to Chapter 17 (Dispute Settlement).

2. 本节不适用第17章（争端解决）。

Article 5.9: Transparency

第5.9条：透明度

1. A Party shall ensure, after an imposition of provisional measures, and in any case, before a final determination is made, full and meaningful disclosure of all essential facts under consideration which form the basis for the decision whether to apply final measures. This

1. 缔约方应确保在实施临时措施后，且无论如何在作出最终裁定前，充分且有意义地披露所有正在考虑的基本事实，这些事实构成是否适用最终措施的决定基础。此

is without prejudice to Article 6.5 of the Anti-Dumping Agreement and Article 12.4 of the SCM Agreement.

2. Provided that it does not unnecessarily delay the conduct of the investigation, each interested party in an anti-dumping or countervailing investigation[Footnote1] shall be granted a full opportunity to defend its interests.

项规定不影响《反倾销协定》第6.5条和《补贴与反补贴措施协定》第12.4条。

2. 只要不会不必要地延迟调查的进行，反倾销或反补贴调查中的每一利害关系方[Footnote1] 均应被给予充分机会维护其利益。

Footnotes

Footnote 1

For the purpose of this Article, “interested parties” are defined as per Article 6.11 of the Anti-Dumping Agreement and Article 12.9 of the SCM Agreement.

脚注

脚注1

就本条款而言，“利害关系方”的定义与《反倾销协定》第6.11条及《补贴与反补贴措施协定》第12.9条相同。

Text of the Canada–Ukraine Free trade agreement – Chapter 6: Sanitary and phytosanitary measures

加拿大-乌克兰自由贸易协定文本 – 第六章：

Article 6.1: Relation to other Agreements

1. The Parties affirm their rights and obligations under the SPS Agreement.

2. The Parties shall use the WTO dispute settlement procedures for any formal disputes regarding sanitary and phytosanitary measures.

第6.1条：与其他协定的关系

1. 双方确认其在《实施卫生与植物卫生措施协定》下的权利与义务。

2. 双方应使用WTO争端解决程序处理有关卫生与植物卫生措施的任何正式争议。

Article 6.2: Scope and Coverage

第6.2条：范围与涵盖

This Chapter applies to all sanitary and phytosanitary measures that may, directly or indirectly, affect trade between the Parties.

本章适用于可能直接或间接影响缔约方之间贸易的所有卫生与植物卫生措施。

Article 6.3: Sanitary and Phytosanitary Contact Points

1. On the entry into force of this Agreement, each Party shall designate a Contact Point to facilitate communication on sanitary and phytosanitary trade-related matters and share the Contact Point information with the other Party.

1. 本协定生效后，每一缔约方应指定一个联络点，以便利与贸易相关的卫生与植物卫生事务的沟通，并与另一方共享该联络点信息。

2. The Contact Point is responsible for communications relating to sanitary and phytosanitary issue prevention and resolution.

2. 联络点负责卫生与植物卫生问题的预防与解决相关沟通。

第6.3条：卫生与植物卫生联络点

Article 6.4: Sanitary and Phytosanitary Issue Prevention and Resolution

1. The Parties shall work expeditiously to resolve any specific sanitary or phytosanitary trade-related matters. The Parties shall give priority to resolving sanitary and phytosanitary issues through discussion between regulatory officials.

1. 双方应迅速采取行动解决任何具体的卫生或植物卫生贸易相关事项。双方应优先通过监管官员之间的讨论来解决卫生与植物卫生问题。

2. The Parties shall avail themselves of every means to prevent and resolve issues, including the use of technology (such as teleconference or videoconference) and opportunities that may arise at international forums.

2. 双方应利用一切手段预防和解决问题，包括使用技术（如电话会议或视频会议）以及可能在国际论坛上出现的机会。

第6.4条：卫生与植物卫生问题的预防与解决

3. At the request of a Contact Point, the Parties shall meet as soon as possible to resolve any specific sanitary or phytosanitary trade-related matters. Unless the Parties decide otherwise, they shall meet within 45 days of the request, through the use of technology (such as teleconference or videoconference) or in person.

3. 应联络点的请求，双方应尽快会面以解决任何具体的卫生或植物卫生贸易相关事项。除非双方另有决定，否则应在请求提出后45个日历日内通过技术手段（如电话会议或视频会议）或亲自会面。

Text of the Canada–Ukraine Free trade agreement – Chapter 7: Technical barriers to trade

加拿大-乌克兰自由贸易协议文本 – 第七章：技术性贸易壁垒

Article 7.1: Definitions

For the 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 and Trade.

第7.1条：定义

就本章而言：

技术性贸易壁垒协定 指世界贸易组织技术性贸易壁垒协定；及

技术性贸易壁垒委员会 指世界贸易组织技术性贸易壁垒委员会。

Article 7.2: WTO Agreement on Technical Barriers to Trade

The TBT Agreement, excluding Articles 10, 11, 12, 13, 14.1, 14.4 and 15, is hereby incorporated into and made part of this Agreement, mutatis mutandis.

第7.2条：世界贸易组织技术性贸易壁垒协定

《技术性贸易壁垒协定》，不包括第10、11、12、13、14.1、14.4和15条，经必要修改后特此纳入本协定并成为其组成部分。

Article 7.3: 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 7.4: Joint Cooperation

1. The Parties shall endeavour to strengthen their 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 endeavour to identify, develop and promote bilateral initiatives regarding standards, technical regulations, accreditation, conformity assessment

第7.3条：范围

1. 本章适用于国家政府机构制定的可能影响双方货物贸易的标准、技术法规和合格评定程序的制定、采用和实施。

2. 本章不适用于：

• (a) 政府机构为其生产或消费要求制定的采购规范；或• (b) 《实施卫生与植物卫生措施协定》附件A所定义的卫生或植物卫生措施。

第7.4条：联合合作

1. 双方应努力加强在标准、技术法规、认证、合格评定程序及计量学领域的合作，以促进缔约方之间的贸易。

2. 在第1款基础上，双方应努力确定、制定并推广关于标准、技术法规、认证、合格评定

procedures and metrology that are appropriate for particular issues or sectors. These 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
- (c) the 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 consideration to a reasonable sector-specific proposal made by the other Party for further cooperation under this Chapter.

Article 7.5: International Standards

1. Each Party 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.

程序及计量学的双边倡议，这些倡议应针对特定问题或部门。此类倡议可包括：

• (a) 旨在实现本章及《技术性贸易壁垒协定》义务有效全面合规的监管或技术合作计划；• (b) 针对良好监管实践（如透明度、等效性运用及监管影响评估）发展共同意见的倡议；及• (c) 运用机制促进对另一方领土内实施的合格评定程序结果的认可。

3. 一方应考虑另一方就本章项下进一步合作提出的合理部门专项提案。

条款7.5：国际标准

1. 每一缔约方应按照《技术性贸易壁垒协定》第2.4条和第5.4条的规定，使用相关国际标准、指南和建议作为其技术法规和合格评定程序的基础。

2. Each Party shall determine whether an international standard, guide or recommendation exists within the meaning of Articles 2 or 5 or Annex 3 of the TBT Agreement, based on whether the standard, guide or recommendation in question was developed by a standardizing body that observes 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, as may be revised, issued by the TBT Committee.

2. 每一缔约方应根据相关标准、指南或建议是否由遵循自1995年1月1日起世界贸易组织技术性贸易壁垒委员会通过的《决定和建议》（G/TBT/1/Rev.9，可由技术性贸易壁垒委员会修订发布）中所述原则的标准化机构制定，来确定是否存在《技术性贸易壁垒协定》第2条、第5条或附件3意义上的国际标准、指南或建议。

Article 7.6: Conformity Assessment

1. The Parties shall cooperate by encouraging their respective conformity assessment bodies, including accreditation bodies, to participate in cooperation arrangements that promote the mutual acceptance of conformity assessment results.

第7.6条：合格评定

1. 双方应通过鼓励各自的合格评定机构（包括认可机构）参与促进合格评定结果相互接受的合作安排来进行合作。

2. Each Party shall recognize conformity assessment bodies located in the territory of the other Party on conditions no less favorable than those that it applies for the recognition of conformity assessment bodies in its own territory. A Party shall not require conformity assessment bodies located in the territory of the other Party to establish a legal or physical presence in its own territory or that a separate agreement be concluded between the Parties as a

2. 每一缔约方应以不低于其在本国领土内认可合格评定机构的条件，认可位于另一方领土内的合格评定机构。缔约方不得要求位于另一方领土内的合格评定机构在其本国领土内建立法律或实际存在，也不得以双方达成单独协议作为

pre-condition for the recognition of the other Party's conformity assessment bodies.

认可另一方合格评定机构的前提条件。

3. Notwithstanding paragraph 2, each Party shall consider a request to develop and implement the mutual recognition of conformity assessment bodies with respect to radio and terminal telecommunications equipment.

3. 尽管有第2款规定，每一缔约方应考虑关于无线电及终端电信设备的合格评定机构相互认可的开发和实施请求。

4. If a Party recognizes an accreditation body established in the territory of the other Party as competent to accredit conformity assessment bodies as having the competence to assess conformity with the Party's technical regulations, the Party shall apply for the recognition of those conformity assessment bodies, on conditions that are no less favourable than those applied for the recognition of its accredited conformity assessment body located in the territory of the Party.

4. 如一缔约方认可设立于另一方领土的认证机构具有评定符合该缔约方技术法规的权限，则该缔约方应在不劣于适用于其位于该缔约方领土内的经认可的合格评定机构的条件下，申请认可这些合格评定机构。

5. Each Party is encouraged to recognize as competent to accredit conformity assessment bodies an accreditation body established in the territory of the other Party that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement; a signatory to the International Accreditation Forum Multilateral Recognition Agreement; or a signatory to, and for

5. 鼓励每一缔约方将设立于另一方领土内的下列认证机构认定为有资质认证合格评定机构的机构：国际实验室认可合作组织相互认可协议的签署方；国际认证论坛多边认可协议的签署方；或

relevant accreditation scopes covered under, the European Accreditation Multilateral/Bilateral Agreement.

欧洲认证多边/双边协议所涵盖的相关认证范围的签署方。

6. With respect to paragraph 4, each Party recognizes that it may apply additional procedures to verify the competence of an accredited conformity assessment body if:

6. 关于第4款，每一缔约方认识到，在下列情况下，其可适用额外程序以验证经认可的合格评定机构的权限：

- (a) the Party applies conditions for the recognition of conformity assessment bodies that supplement international standards , including conditions with respect to the accreditation of those bodies; and

- (a) 该方适用对国际标准进行补充的合格评定机构认可条件，包括关于这些机构认证的条件；以及

- (b) the Party requires assurance that a conformity assessment body is technically capable to assess whether products fulfill the requirements of a particular standard or technical regulation.

- (b) 该方要求确保合格评定机构在技术上具备评估产品是否符合特定标准或技术法规要求的能力。

7. Each Party shall take reasonable measures to ensure that accreditation bodies established in its territory accredit conformity assessment bodies established in the territory of the other Party under conditions no less favourable than the conditions applied to conformity assessment bodies located in its territory. A Party may not take measures that limit or discourage the ability of accreditation bodies established in its territory from accrediting conformity assessment bodies established in the territory of the other Party,

7. 每一缔约方应采取合理措施，确保设立于其领土内的认可机构在条件不劣于适用于设立于其领土内的合格评定机构的条件下，对设立于另一方领土内的合格评定机构进行认证。缔约方不得采取限制或阻碍设立于其领土内的认可机构对设立于另一方领土内的合格评定机构进行认证的措施，

under conditions no less favourable than those applied to the accreditation of conformity assessment bodies in its own territory.

且条件不劣于适用于对其领土内合格评定机构认证的条件。8. 每一缔约方应接受由设立于另一方领土内且经另一方认可的合格评定机构执行的合格评定程序结果，且接受条件不劣于适用于接受其领土内认可的合格评定机构执行的合格评定程序结果的条件。

8. Each Party shall accept the results of conformity assessment procedures conducted by conformity assessment bodies located in the other Party's territory, which have been recognized by the other Party, under conditions no less favourable than those conditions applied to the acceptance of the results of conformity assessment procedures conducted by recognized conformity assessment bodies in its territory.

9. The Parties shall exchange, no later than upon the entry into force of this Agreement, information on their respective conditions for the recognition of conformity assessment bodies, including applicable accreditation requirements and procedures that a conformity assessment body must fulfill to apply for recognition.

9. 双方应在本协定生效时交换关于各自认可合格评定机构条件的相关信息，包括合格评定机构申请认可时必须满足的适用认证要求和程序。

10. If a Party recognizes a conformity assessment body in the territory of the other Party, it shall promptly inform the other Party that it recognizes that conformity assessment body and of the scope of the body's accreditation.

10. 如一缔约方认可另一方领土内的合格评定机构，应立即通知另一缔约方其已认可该合格评定机构，并说明该机构的认证范围。

11. Nothing in this agreement prevents each Party from retaining the powers established under their respective domestic laws to take all permissible measures with respect to products that may compromise

11. 本协定不妨碍每一缔约方保留其各自国内法规定的权力，对可能危害其各自领土内个人健康或安全的产品，或不符合其各自技术法规的产品采取一切允许的措施。

the health or safety of persons in its respective territory, or which otherwise fail to conform to their respective technical regulations.

12. If a Party does not accept the results of a conformity assessment procedure conducted by a recognized conformity assessment body in the territory of the other Party, it shall, on the request of the other Party, provide the reasons for its decision.

13. Nothing in this Chapter prevents a Party from undertaking conformity assessment in relation to specific products solely by government bodies that are located in its territory, subject to the Parties' obligations under the TBT Agreement.

12. 如一缔约方不接受另一方领土内认可的合格评定机构进行的合格评定程序的结果，应另一方的请求，该缔约方应提供其决定的理由。

13. 本章不妨碍缔约方仅由其领土内的政府机构对特定产品进行合格评定，但须遵守双方在《技术性贸易壁垒协定》下的义务。

Article 7.7: Transparency

1. The obligations in this Article supplement those set out in Chapter 14 (Transparency). In the event of an inconsistency between this Article and the obligations in Chapter 14 this Article prevails.

2. Each Party shall ensure that transparency procedures regarding the development of technical regulations and conformity assessment procedures allow interested persons to participate at an early appropriate stage, when amendments may be introduced and comments may be taken into account, unless urgent problems of safety, health, environmental protection or national security arise or

第7.7条：透明度

1. 本条规定的义务是对第14章（透明度）所规定义务的补充。若本条规定与第14章义务存在不一致，以本条规定为准。

2. 每一缔约方应确保关于技术法规和合格评定程序制定的透明度程序允许利害关系人在早期适当阶段参与，此时可提出修正案并考虑相关意见，除非出现或即将出现安全、健康、环境保护或国家安全的紧急问题或

threaten to arise. If a consultation process for the development of technical regulations and conformity assessment procedures is open to the public, a Party shall permit persons of the other Party to participate on terms no less favourable than those accorded to its own persons.

威胁。若技术法规和合格评定程序制定的磋商程序向公众开放，一缔约方应允许另一方的个人以不低于给予其本国个人的条件参与。

3. Each Party shall recommend that standardization bodies in its territory observe paragraph 2 in the consultation processes for the development of standards or voluntary conformity assessment procedures.

3. 每一缔约方应建议其领土内的标准化机构在制定标准或自愿性合格评定程序的协商流程中遵守第2款。

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, unless urgent problems of safety, health, environmental protection or national security arise or threaten to arise.

4. 每一缔约方应允许在向世界贸易组织中央通知登记处通报拟议技术法规和合格评定程序后，给予公众和另一方至少60天的期限以提交书面意见，除非出现或可能出现的紧急问题涉及安全、健康、环境保护或国家安全。

5. At the time a Party submits its notification of technical regulations and conformity assessment procedures to the WTO Central Registry of Notifications in accordance with the TBT Agreement, it shall include an electronic link to, or a copy of, the full text of the document.

5. 缔约方根据《技术性贸易壁垒协定》向世界贸易组织中央通知登记处提交技术法规和合格评定程序通知时，应包括该文件全文的电子链接或副本。

6. Each Party shall, at the request of the other Party, provide its responses or a summary of its responses, to significant comments it receives.

6. 每一缔约方应另一方的请求，提供其收到的对重要意见的答复或答复摘要。

7. 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.

7. 每一缔约方应另一方的请求，须提供关于该缔约方已采用或拟采用的技术法规或合格评定程序的目标及理由的信息。

8. If 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.

8. 如一缔约方不接受另一缔约方的技术法规与其自身技术法规等效，则应另一方的请求解释其决定。双方认识到，可能需要形成共同观点、方法及程序以促进等效性的使用。

9. The Parties shall ensure that all adopted technical regulations and conformity assessment procedures are published on official websites that are publicly available without charge.

9. 双方应确保所有采用的技术法规和合格评定程序均发布在可公开免费访问的官方网站上。

10. If a Party, at a port of entry, detains a good imported from the territory of the other Party 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.

10. 如一缔约方在入境口岸以货物可能不符合技术法规为由扣留来自另一缔约方领土的进口货物，应立即将扣留货物的理由通知进口商。

11. Any information that is provided at the request of a Party under this Chapter shall be provided in print or electronically within a

11. 缔约方根据本章要求提供的任何信息应以印刷或电子方式在合理

reasonable period of time. The Party receiving the request shall endeavour to respond to the request within 60 days.

期限内提供。接收请求的一方应尽力在60天内对请求作出回应。

Article 7.8: Contact Points

第7.8条：联络点

1. The Contact Points are:

1. 联络点为：

- (a) in the case of Canada, the Department of Foreign Affairs, Trade and Development, or its successor; and
- (b) in the case of Ukraine, Ministry of Economic Development and Trade of Ukraine, or its successor.

• (a) 就加拿大而言，为外交、贸易和发展部或其继任者；• (b) 就乌克兰而言，为乌克兰经济发展和贸易部或其继任者。

2. The Contact Points are responsible for communications related to matters that arise under this Chapter. Those communications include:

2. 联络点负责处理与本章所涉事项相关的沟通。此类沟通包括：

- (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;
- (d) the exchange of information pursuant to Article 7.6.9 (Conformity Assessment) and to Articles 7.7.6 through 7.7.8 and Article 7.7.11 (Transparency); and
- (e) joint cooperation by the Parties, pursuant to Article 7.4.

• (a) 本章的实施和管理；• (b) 与本章或《技术性贸易壁垒协定》下标准、技术法规或合格评定程序的制定、采用或申请相关的问题；• (c) 关于标准、技术法规或合格评定程序的信息交换；• (d) 根据第7.6.9条（合格评定）以及第7.7.6至7.7.8条和第7.7.11条（透明度）进行的信息交换；以及• (e) 双方根据第7.4条开展的联合合作。

3. A Contact Point is responsible for communication with the relevant institutions and persons in its territory as necessary to carry out its functions. The Contact Points may communicate in writing, electronically, by video-conferencing, or other means decided by the Parties.

3. 联络点负责根据需要与其领土内的相关机构和个人进行沟通，以履行其职能。联络点可通过书面形式、电子方式、视频会议或双方决定的其他方式进行沟通。

Annex 7-A: Icewine

附件7-A：冰酒

A Party shall permit wine to be labeled as ''Icewine'', ''ice wine'', ''ice-wine'' or a similar variation of these terms, only if the wine is made exclusively from grapes naturally frozen on the vine.

缔约方应仅允许由完全自然冷冻在藤上的葡萄酿造的葡萄酒标注为“冰酒”、“ice wine”、“ice-wine”或类似变体术语。

Text of the Canada–Ukraine Free trade agreement – Chapter 8: Electronic commerce

加拿大-乌克兰自由贸易协定文本 – 第8章：电子商务

Article 8.1: Definitions

第8.1条：定义

For the 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; and

deliveredelectronically 指单独或结合其他信息和通信技术通过电信方式交付；且

telecommunications means the transmission and reception of signals by any electromagnetic means.

电信 指通过任何电磁手段进行的信号的传输与接收。

Article 8.2: Customs Duties on Products Delivered Electronically

1. A Party shall not apply a customs duty, fee or charge on a product delivered electronically.

2. For greater certainty, paragraph 1 does not preclude a Party from imposing internal taxes or other internal charges on products delivered electronically, provided that such taxes or charges are imposed in a manner consistent with this Agreement.

Article 8.3: Relation to Other Chapters

In the event of an inconsistency between this Chapter and another Chapter of this Agreement, the other Chapter prevails to the extent of the inconsistency.

Text of the Canada–Ukraine Free trade agreement – Chapter 9: Competition policy, monopolies and state enterprises

Article 9.1: Definitions

For the purposes of this Chapter:

第8.2条：电子交付产品的关税

1. 一缔约方不得对电子交付产品征收关税、费用或收费。

2. 为明确起见，第1款并不妨碍缔约方对电子交付的产品征收国内税或其他国内收费，只要此类税款或收费的征收方式符合本协定。

第8.3条：与其他章节的关系

如果本章与本协定的其他章节存在不一致，则以其他章节的规定为准，不一致的部分除外。

加拿大-乌克兰自由贸易协定文本 – 第9章：竞争政策、垄断和国有企业

第9.1条：定义

就本章而言：

designate *means a decision by a Party to establish, authorize, or 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 a privately held enterprise in the relevant business sector or industry;*

market *means the geographic and product market for a good or service;*

monopoly *means an entity, designated by a Party, including a consortium or government agency, that in any relevant market in the territory of a Party is 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 9-A.*

指定指一缔约方在本协定生效之日後作出的设立、授权或扩大垄断范围以涵盖额外商品或服务的决定；**政府垄断企业**指由一缔约方国家政府通过所有权权益拥有或控制，或由另一此类垄断企业拥有或控制的垄断；

根据商业考虑是指符合相关商业部门或行业中私营企业的正常商业惯例；

市场是指商品或服务的地理和产品市场；

垄断 指由一缔约方指定的实体（包括财团或政府机构），在该缔约方领土内的任何相关市场中作为某一商品或服务的唯一提供者或购买者，但不包括仅因被授予排他性知识产权而获得此类地位的实体；**非歧视性待遇**指本协定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**指由一缔约方通过所有权权益拥有或控制的企业，附件9-A规定的情形除外。

Article 9.2: Competition Policy

1. For the purposes of this Article, "anti-competitive business conduct" means anti-competitive agreements, concerted practices or arrangements by competitors, anti-competitive practices by an enterprise that is dominant in a market, and mergers with substantial anti-competitive effects.

2. The Parties recognize that anti-competitive business conduct has the potential to distort the proper functioning of markets and therefore agree that anti-competitive business conduct is incompatible with the proper functioning of this Agreement in so far as it may affect trade between the Parties.

3. Each Party shall adopt or maintain measures to proscribe anti-competitive business conduct and take appropriate action with respect to that conduct. To this end, the Parties shall, upon request of a Party, discuss the effectiveness of measures undertaken by each Party. In its request, the requesting Party shall indicate how the matter affects trade between the Parties.

4. 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

第9.2条：竞争政策

1. 就本条款而言，“反竞争商业行为”包括竞争者之间的反竞争协议、协同行为或安排，市场主导企业的反竞争行为，以及具有重大反竞争效果的合并。

2. 双方认识到反竞争商业行为有可能扭曲市场的正常运作，因此同意反竞争商业行为与本协定的正常运作不相容，只要其可能影响缔约方之间的贸易。

3. 每一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。为此目的，缔约方应在一缔约方请求下，讨论每一缔约方所采取措施的有效性。请求方在其请求中应说明该事项如何影响缔约方之间的贸易。

4. 每一缔约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，应符合透明度原则、非歧视和程序公平。排除条款

from these measures shall be transparent. Each Party shall make available to the other Party public information concerning such exclusions provided under its competition legislation.

这些措施的排除应透明。每一缔约方应向另一方提供其竞争法规定的此类排除条款的公共信息。

5. The Parties recognize the importance of cooperation, with the aim of putting an end to anti-competitive business conduct and its adverse effects on trade. The Parties may conduct such cooperation through their competent authorities. Cooperation shall, as necessary, include communication of information between the Parties unless such communication is confidential under the legislation of the Party providing the information.

5. 双方认识到合作的重要性，旨在终结反竞争商业行为及其对贸易的不利影响。双方可通过各自的主管当局开展此类合作。必要时，合作应包括双方之间的信息交流，除非根据提供信息的缔约方立法此类交流属于保密。

6. Each Party shall maintain its independence in developing and enforcing its competition law.

6. 每一缔约方应保持其在制定和执行竞争法方面的独立性。

7. This Article is not subject to any form of dispute settlement under this Agreement.

7. 本条款不受本协定下任何形式的争端解决机制约束。

Article 9.3: Monopolies

条款9.3：垄断

1. This Agreement does not prevent a Party from maintaining or designating a monopoly.

1.本协定不妨碍缔约方维持或指定垄断。

2. If a Party intends to designate a monopoly and the designation may affect the interests of a person of the other Party, the designating

2. 如一缔约方拟指定某一垄断且该指定可能影响另一方个人的利益，则指定

Party shall, whenever possible, provide prior written notification of the designation to the other Party.

缔约方应尽可能事先向另一方提供关于该指定的书面通知。

3. Each Party shall ensure that a privately owned monopoly that it designates or a government monopoly that it maintains or designates:

3. 每一缔约方应确保其指定的私营垄断企业或维持/指定的政府垄断企业：

- (a) acts in a manner that is consistent with the Party's obligations under this Agreement whenever the monopoly exercises 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 an import or export licence, approve a commercial transaction, or impose a quota, fee or other charge;

- (a) 在行使该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，其行为应符合该缔约方在本协定项下的义务；

- (b) 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 the terms of its designation that are consistent with subparagraph (c) or (d);

- (b) 在相关市场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、运输及其他购销条款和条件），但为符合与子段落(c)或(d)一致的指定条款除外；

- (c) provides non-discriminatory treatment in its purchase or sale of the monopoly good or service in the relevant market; and

- (c) 在相关市场中购买或销售垄断商品或服务时提供非歧视性待遇；且

- (d) does not use its monopoly position to directly or indirectly engage in anti-competitive practices in a non-monopolized

- (d) 不利用其垄断地位直接或间接在其领土内非垄断的市场中从事对另一方产生不利影响的反竞争行为，

market in its territory that adversely affects the other Party, including through the monopoly's dealings with its parent, its subsidiary or an enterprise with common ownership.

包括通过该垄断企业与其母公司、子公司或共同所有权企业的交易行为。

4. Paragraph 3 does not apply to procurement by a governmental agency of a good or service for governmental purposes and not with a view to commercial resale or with a view to use in the production of a good or the provision of a service for commercial sale.

4. 第3段不适用于政府机构为政府目的而非为商业转售或为用于生产商品或提供服务以进行商业销售而进行的商品或服务采购。

5. For greater certainty, "purchase or sale of the monopoly good or service in the relevant market" in paragraph 3 refers to the sale of the designated monopoly good or service in the case of a designated monopoly supplier and to the purchase of the designated monopoly good or service in the case of a designated monopoly buyer.

5. 为进一步明确，第3段中"在相关市场购买或销售垄断商品或服务"对于指定垄断供应商而言是指销售指定垄断商品或服务，对于指定垄断买方而言是指购买指定垄断商品或服务。

Article 9.4: State Enterprises

条款9.4：国有企业

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

1.本协定不妨碍缔约方维持或设立国有企业。

2. Each Party shall ensure that a state enterprise that it maintains or establishes acts in a manner that is consistent with the Party's obligations whenever the enterprise exercises a regulatory, administrative or other governmental authority that the Party has delegated to it, such as the power to expropriate, grant a licence,

2. 每一缔约方应确保其维持或设立的国有企业在行使该缔约方授予的监管、行政或其他政府权力时，以符合该缔约方义务的方式行事，例如征用、授予许可证、

approve a commercial transaction or impose a quota, fee or other charge.

批准商业交易或实施配额、费用或其他收费的权力。

3. Each Party shall ensure that a state enterprise that it maintains or establishes accords non-discriminatory treatment in the sale of the state enterprise's good or service to an enterprise in the Party's territory that is owned or controlled, directly or indirectly, by the other Party, or a national or enterprise of the other Party.

3. 每一缔约方应确保其维持或设立的国有企业在向该缔约方领土内由另一方直接或间接拥有或控制的企业，或另一方的国民或企业销售该国有企业的商品或服务时，给予非歧视性待遇。

Annex 9-A: Country-Specific Definitions of State Enterprises

附件9-A：国有企业的国别定义

For the purposes of Article 9.4.3 "state enterprise", with respect to Canada, means a Crown corporation within the meaning of the *Financial Administration Act*, R.S.C., 1985, c. F-11 (Canada), a Crown corporation within the meaning of comparable provincial legislation or an equivalent entity that is incorporated under other applicable provincial legislation.

就条款9.4.3而言，"国有企业"对加拿大而言，指《财务管理法》R.S.C., 1985, c. F-11（加拿大）含义内的皇家公司、省级立法中类似含义的皇家公司，或根据其他适用省级立法成立的等效实体。

Text of the Canada–Ukraine Free trade agreement – Chapter 10: Government procurement

加拿大-乌克兰自由贸易协定文本 – 第10章：

Article10.1: Definitions

条款10.1：定义

For the purposes of this Chapter:

就本章而言：

commercial goods or services *means goods or services 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;*

商业商品或服务 指通常在商业市场上向非政府买家销售或提供销售，并惯常由非政府买家为非政府用途购买的货物或服务；

construction service *means a service that has as its objective the realization by whatever means of civil or building works, based on Division51 of the United Nations Provisional Central Product Classification (CPC);*

建筑服务 指基于联合国临时中央产品分类（CPC）第51类，以通过任何方式实现土木或建筑工程为目标的服务；

days *means calendar days;*

日历日 指公历日；

electronic auction *means an iterative process that involves the use of electronic means for the presentation by suppliers of either new prices, or new values for quantifiable non-price elements of the tender related to the evaluation criteria, or both, resulting in a ranking or re-ranking of tenders;*

电子拍卖 指一种迭代过程，涉及使用电子方式供供应商提交与评估标准相关的投标新价格或可量化非价格要素的新价值，或两者兼有，从而导致投标的排名或重新排名；

in writing *or* ***written*** *means any 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** 指任何可阅读、复制及后续传达的文字或数字表达形式，可包括电子传输和存储信息；

limited tendering *means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;*

有限招标指采购实体自行联系一家或多家选定供应商的采购方法；

measure means any law, regulation, procedure, administrative guidance or practice, or any action of a procuring entity relating to a covered procurement;

措施指与涵盖采购相关的任何法律、法规、程序、行政指导或惯例，或采购实体的任何行动；

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;

多用清单指采购实体已确定符合该清单参与条件的供应商名单，且采购实体拟多次使用的清单；

notice of intended procurement means a notice published by a procuring entity inviting interested suppliers to submit a request for participation, a tender, or both;

意向采购通知指采购实体发布的邀请感兴趣的供应商提交参与请求、投标或两者兼有的通知；

offset means any 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 and similar action or requirement;

补偿 指鼓励本地发展或改善缔约方国际收支账户的任何条件或承诺，例如使用国内含量、技术许可、投资、对销贸易及类似行动或要求；**公开招标** 指一种采购方法，据此所有感兴趣的供应商均可提交投标；

open tendering means a procurement method whereby all interested suppliers may submit a tender;

procuring entity means an entity covered under Annex10-1 or10-2 of a Party's Market Access Schedule for this Chapter;

采购实体指缔约方市场准入表中本章附件10-1或10-2涵盖的实体的缔约方市场准入表；

qualified supplier means a supplier that a procuring entity recognizes as having satisfied the conditions for participation;

合格供应商指采购实体确认已满足参与条件的供应商；

selective tendering *means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender;*

选择性招标指一种采购方法，据此仅由采购实体邀请合格供应商提交投标；

services *includes construction services, unless otherwise specified;*

standard *means a document approved by a recognized body that provides for common and repeated use, rules, guidelines or characteristics for goods or services, 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**指由认可机构批准的文件，该文件为货物或服务或其相关流程和生产方法规定了通用和重复使用的规则、指导方针或特性，其合规性并非强制性。它也可包含或专门处理适用于货物、服务、流程或生产方法的术语、符号、包装、标记或标签要求；

supplier *means a person or group of persons that provides or could provide goods or services; and*

供应商指提供或可能提供货物或服务的个人或群体；且

technical specification *means a requirement that:*

技术规格指以下要求：

- *(i) lays down the characteristics of a good or a service to be procured, including quality, performance, safety and dimensions, or the processes and methods for their production or provision; or*
- *(ii) addresses terminology, symbols, packaging, marking or labelling requirements, as they apply to a good or a service.*

- (i) 规定拟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
- (ii) 涉及适用于货物或服务的术语、符号、包装、标记或标签要求。

Article10.2: Scope and Coverage

第10.2条：范围和覆盖

Application of this Chapter

1. This Chapter applies to any measure regarding covered procurement, whether or not it is conducted exclusively or partially by electronic means.

2. For the purposes of this Chapter, covered procurement means procurement for governmental purposes:

- *(a) of a good, a service or any combination thereof:*
  - *(i) as specified in each Party's Annexes to its Market Access Schedule for this Chapter; and*
  - *(ii) not procured with a view to commercial sale or resale, or for use in the production or supply of a good or a service for commercial sale*
- *(b) by any contractual means, including: purchase; lease; and rental or hire purchase, with or without an option to buy;*
- *(c) for which the value, as estimated in accordance with paragraphs6 through8, equals or exceeds the relevant threshold specified in a Party's Annexes to its Market Access Schedule for this Chapter, at the time of publication of a notice in accordance with Article10.7;*
- *(d) by a procuring entity; and*

本章的适用

1. 本章适用于任何与涵盖采购相关的措施，无论其是完全或部分通过电子方式进行。

2. 就本章而言，涵盖采购指为政府目的进行的采购：

• (a) 货物、服务或其任何组合的采购：• (i) 如每一缔约方在本章市场准入减让表的附件中所列明；及• (ii) 非为商业销售或转售目的而采购，或非用于生产或供应拟商业销售的货物或服务

• (b) 通过任何合同手段进行，包括：购买；租赁；以及租用或分期付款购买，无论是否附带购买选择权；

• (c) 根据第6至8段估算的价值等于或超过缔约方在本章市场准入减让表附件中规定的相关阈值，且在根据条款10.7发布通知之时；

• (d) 由采购实体；以及

- (e) that is not otherwise excluded from coverage in paragraph 3 or a Party's Annexes to this Chapter.

3. Unless otherwise provided in a Party's Annexes to its Market Access Schedule for this Chapter, this Chapter does not apply to:

- (a) the acquisition or rental of land, existingbuildings or other immovable property or the rights thereon;
- (b) non-contractual agreements or any form of assistance that a Party provides, including cooperative agreements, grants, loans, equity infusions, guarantees and fiscal incentives;
- (c) the procurement or acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions or services related to the sale, redemption and distribution of public debt, including loans and government bonds, notes and other securities;
- (d) public employment contracts;
- (e) procurement conducted:
  - (i) for the specific purpose of providing international assistance, including development aid;
  - (ii) under the particular procedure or condition of an international agreement relating to the stationing of troops or

- (e) 未被第3段或缔约方附件排除在本章适用范围之外的。

3. 除非缔约方在本章市场准入减让表的附件中另有规定，否则本章不适用于：

- (a) 土地的购置或租赁、现有建筑物或其他不动产或其上的权利；- (b) 非合同协议或缔约方提供的任何形式的援助，包括合作协议、赠款、贷款、股权注入、担保和财政激励；

- (c) 财政代理或存管服务的采购或获取、受监管金融机构的清算和管理服务或与公共债务（包括贷款和政府债券、票据及其他证券）的销售、赎回和分销相关的服务；

- (d) 公众就业合同；- (e) 进行的采购：

  - (i) 以提供国际援助（包括发展援助）为特定目的；- (ii) 根据与驻军有关的国际协议的特殊程序或条件，或

relating to the joint implementation by the signatory countries of a project; or

- (iii) under the particular procedure or condition of an international organization, or funded by international grants, loans or other assistance if the applicable procedure or condition would be inconsistent with this Chapter.

4. Each Party shall specify the following information in its Annexes to its Market Access Schedule for this Chapter:

- (a) in Annex10-1, the central government entities whose procurement is covered by this Chapter;
- (b) in Annex10-2, all other entities whose procurement is covered by this Chapter;
- (c) in Annex 10-3, the goods covered by this Chapter;
- (d) in Annex10-4, the services, other than construction services, covered by this Chapter;
- (e) in Annex10-5, the construction services covered by this Chapter;
- (f) in Annex10-6, any General Notes;
- (g) in Annex 10-7-, the threshold adjustment formulas;
- (h) in Annex 10-8, the extended transparency commitments; and

与签署国联合实施项目有关的；或

- (iii) 根据国际组织的特定程序或条件，或由国际赠款、贷款或其他援助资助，若适用的程序或条件与本章不一致。

4. 每一缔约方应在其本章市场准入减让表的附件中明确下列信息：

- (a) 在附件10-1中，列出本章所涵盖的中央政府实体的采购；- (b) 在附件10-2中，列出本章所涵盖的所有其他实体的采购；- (c) 在附件10-3中，列出本章所涵盖的货物；- (d) 在附件10-4中，列出本章所涵盖的建筑服务以外的服务；- (e) 在附件10-5中，列出本章所涵盖的建筑服务；- (f) 在附件10-6中，列出任何一般性注释；- (g) 在附件10-7中，列出门槛价调整公式；- (h) 在附件10-8中，列出扩展透明度承诺；以及

- (i) in Annex 10-9, the means of publication used for this Chapter.

- (i) 在附件10-9中，列出本章所使用的公众发布方式。

5. If a procuring entity, in the context of covered procurement, requires a person not covered under a Party's Annexes to its Market Access Schedule for this Chapter to procure in accordance with particular requirements, Article 10.5 shall apply, as applicable and with such changes as may be necessary, to such requirements.

5. 如果采购实体在涵盖采购中要求未被缔约方附件中本章市场准入减让表所覆盖的个人按照特定要求进行采购，则第10.5条应视情况适用，并作出必要变更以适应此类要求。

Valuation

估值

6. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall:

6. 为确定一项采购是否属于涵盖采购而估算采购价值时，采购实体应：

- (a) neither divide a procurement into separate procurements nor 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; and

- (a) 不得将一项采购分割为多个单独采购，也不得为将采购全部或部分排除在本章适用范围之外而选择或使用特定的采购价值估算方法；且

- (b) 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:

- (b) 将整个采购期限内估计最大总价值纳入计算，无论该采购授予一个或多个供应商，并考虑所有形式的报酬，包括：

  - (i) premiums, fees, commissions and interest; and

  - (i) 溢价、费用、佣金和利息；及

- (ii) if the procurement provides for the possibility of options, the total value of such options.

7. If an individual requirement for a procurement results in the award of more than one contract, or in the award of contracts in separate parts (recurring contracts), the calculation of the estimated maximum total value shall be based on:

- (a) the value of recurring contracts of the same type of good or service awarded during the preceding 12months or the procuring entity's preceding fiscal year, adjusted, where possible, to take into account anticipated changes in the quantity or value of the good or service being procured over the following 12months; or
- (b) the estimated value of recurring contracts of the same type of good or service to be awarded during the 12months following the initial contract award or the procuring entity's fiscal year.

8. In the case of procurement by lease, rental or hire purchase of a good or a service, or procurement for which a total price is not specified, the basis for valuation shall be:

- (a) in the case of a fixed-term contract:
  - (i) if the term of the contract is 12months or less, the total estimated maximum value for its duration; or

- (ii) 如采购提供选项的可能性，此类选项的总价值。

7. 如果一项采购的个别要求导致授予多份合同，或分部分授予合同（重复合同），则估计最大总价值的计算应基于：

- (a) 过去12个月内或采购实体上一个财政年度授予的同类商品或服务的重复合同价值，并尽可能调整以考虑未来12个月内拟采购商品或服务的数量或价值的预期变更；或
- (b) 初始合同授予后12个月内或采购实体财政年度内拟授予的同类商品或服务的重复合同的估计价值。

8. 对于通过租赁、租用或分期付款购买货物或服务的采购，或未指定总价的采购，估值基础应为：

- (a) 固定期限合同的情况：
  - (i) 若合同期限为12个月或更短，则按其期限计算预估最大值总额；或

- (ii) if the term of the contract exceeds 12months, the total estimated maximum value, including any estimated residual value;

- (b) if the contract is for an indefinite period, the estimated monthly instalment multiplied by 48; and
- (c) if it is not certain whether the contract is to be a fixed-term contract, subparagraph(b) shall be used.

Article10.3: Relationship with the Revised Agreement on Government Procurement

1. At any time during which both Parties to this Agreement are also Party to the Annex to the Protocol Amending the Agreement on Government Procurement (GPA), the operation of Articles 10.1, 10.2 and 10.4 to 10.18 is suspended and the GPA, with the exception of Articles V, XVI(4) to XVI(6), XIX, XX, XXI, XXII, is hereby incorporated into and made part of this Agreement, as applicable and with such changes as may be necessaryas long as the Parties are also Parties to the GPA.The provisions of the GPA incorporated into this Chapter shall apply to the Parties' Annexes to their Market Access Schedule for this Chapter.

- (ii) 若合同期限超过12个月，则计算包含预估残值在内的预估最大值总额；

- (b) 若合同为无限期，则按预估月付款额乘以48；且
- (c) 若无法确定合同是否为固定期限合同，则应采用子段落(b)。

条款10.3：与修订后的政府采购协议之关系

1. 在本协定双方同为《修订政府采购协定议定书》附件缔约方的任何期间，第10.1条、第10.2条及第10.4至10.18条的运作应暂停，且《政府采购协定》（除第五条、第十六条(4)至(6)、第十九条、第二十条、第二十一条、第二十二条外）在此通过必要变更并入本协定并成为其组成部分，只要双方仍为《政府采购协定》缔约方。并入本章的《政府采购协定》条款应适用于双方就本章市场准入减让表所列附件。

2. Any amendments to the provisions of the GPA that are incorporated into this Chapter pursuant to paragraph 1 are incorporated into this Agreement, except as agreed by the Parties.

2. 根据第1款纳入本章的《政府采购协定》条款的任何修正案，均自动纳入本协定，除非双方另有约定。

Article10.4: Security and General Exceptions

第10.4条：安全与一般例外

1. Nothing in this Chapter shall be construed to prevent a Party from taking any action or from not disclosing any information that it considers necessary for the protection of its essential security interests relating to procurement:

1. 本章任何规定不得解释为阻止缔约方采取其认为保护其基本安全利益所必需的任何行动或不披露任何信息，这些利益涉及以下采购：

- (a) of arms, ammunition or war materials;
- (b) indispensable for national security; or
- (c) indispensable for national defence purposes.

• (a) 武器、弹药或战争物资；• (b) 对国家安全不可或缺的物资；或• (c) 对国防目的不可或缺的物资。

2. Subject to the requirement that these measures are not applied in a manner that would constitute a means of arbitrary or unjustifiable discrimination between Parties where the same conditions prevail or a disguised restriction on international trade, nothing in this Chapter shall be construed to prevent a Party fromimposing or enforcing measures:

2. 在不影响这些措施的实施方式不得构成在相同条件下对缔约方之间任意或不合理的歧视手段或对国际贸易的变相限制的前提下，本章任何规定不得解释为阻止缔约方实施或执行以下措施：

- (a) necessary to protect public morals, order or safety;
- (b) necessary to protect human, animal or plant life or health;
- (c) necessary to protect intellectual property; or

• (a) 为保护公共道德、秩序或安全所必需；• (b) 为保护人类、动物或植物的生命或健康所必需；• (c) 为保护知识产权所必需；或

- (d) relating to goods or services of persons with disabilities, philanthropic institutions or prison labour.

Article 10.5: General Principles

Non-Discrimination

1. With respect to any measure regarding covered procurement, each Party, including its procuring entities, shall accord immediately and unconditionally to the goods and services of the other Party and to the suppliers of the other Party offering these goods or services, treatment no less favourable than the treatment the Party, including its procuring entities, accords to its own goods, services and suppliers.

2. With respect to any measure regarding covered procurement, a Party, including its procuring entities, 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
- (b) discriminate against a locally established supplier on the basis that the goods or services offered by that supplier for a particular procurement are goods or services of the other Party.

Use of Electronic Means

- (d) 涉及残疾人、慈善机构或监狱劳动的货物或服务。

第10.5条：一般原则

非歧视

1. 对于任何与涵盖采购有关的措施，每一缔约方，包括其采购实体，应立即和无条件地给予另一方的商品和服务，以及提供这些货物或服务的另一方供应商，不低于优惠待遇，即该缔约方（包括其采购实体）给予本国货物、服务和供应商的待遇。

2. 对于任何与涵盖采购有关的措施，缔约方（包括其采购实体）不得：

- (a) 基于外国附属或所有权程度，对本地设立的供应商给予低于其他本地设立的供应商的待遇；或
- (b) 因本地设立的供应商为特定采购提供的货物或服务属于另一方，而对该供应商进行歧视。

电子方式的使用

3. If conducting covered procurement by electronic means, a procuring entity shall:

- (a) ensure that the procurement is conducted using information technology systems and software, including those related to authentication and encryption of information, that are generally available and interoperable with other generally available information technology systems and software; and
- (b) maintain mechanisms that ensure the integrity of requests for participation and tenders, including establishment of the time of receipt and the prevention of inappropriate access.

3. 如以电子方式进行涵盖采购，采购实体应：

- (a) 确保采购过程使用信息技术系统和软件，包括与信息认证和加密相关的系统和软件，这些系统和软件应普遍可用并能与其他普遍可用的信息技术系统和软件互操作；以及
- (b) 维护确保参与请求和投标完整性的机制，包括确定接收时间及防止不当访问。

Conduct of Procurement

4. A procuring entity shall conduct covered procurement in a transparent and impartial manner that:

- (a) is consistent with this Chapter, using methods such as open tendering, selective tendering and limited tendering;
- (b) avoids conflicts of interest; and
- (c) prevents corrupt practices.

采购实施

4. 采购实体应以透明和公正方式实施涵盖采购，该方式：

- (a) 符合本章规定，采用公开招标、选择性招标和有限招标等方法；
- (b) 避免利益冲突；以及
- (c) 防止腐败行为。

Rules of Origin

5. For the purposes of covered procurement, a Party shall not apply rules of origin to goods or services imported from or supplied from the

原产地规则

5. 就涵盖采购而言，缔约方不得对从另一方进口或供应的货物或服务适用不同于该缔约方在正常贸易过程中同时对来自同一方的相同货物或服务的进口或供应所适用的原产地

other Party that are different from the rules of origin the Party applies at the same time in the normal course of trade to imports or supplies of the same goods or services from the same Party.

另一方在正常贸易过程中对来自同一缔约方的相同货物或服务同时适用的原产地规则不同的规则。

Offsets

补偿

6. With regard to covered procurement, a Party, including its procuring entities, shall not seek, take account of, impose or enforce any offset.

6. 关于涵盖采购，一缔约方，包括其采购实体，不得寻求、考虑、施加或强制执行任何补偿。

Measures Not Specific to Procurement

非采购特定措施

7. Paragraphs1and2 shall not apply to: customs duties and charges of any kind imposed on, or in connection with, importation; the method of levying such duties and charges; other import regulations or formalities and measures affecting trade in services other than measures governing covered procurement.

7. 第1款和第2款不适用于：对进口征收的或与进口有关的任何种类的关税和收费；征收此类关税和收费的方法；其他进口法规或手续以及影响服务贸易的措施，但不包括管辖涵盖采购的措施。

Article10.6: Information on the Procurement System

条款10.6：采购系统信息

1. Each Party shall:

1. 每一缔约方应：

- (a) promptly publish any law, regulation, judicial decision, administrative ruling of general application, standard contract clause mandated by law or regulation and incorporated by reference in notices or tender documentation and procedure

- (a) 迅速公布任何普遍适用的法律、法规、司法裁决、行政裁决、法律或法规要求的标准合同条款（并入公告或招标文件及程序）

regarding covered procurement, and any modifications thereof, in an officially designated electronic or paper medium that is widely disseminated and remains readily accessible to the public; and

- (b) provide an explanation thereof to the other Party, on request.

2. Each Party shall list, in Annex 10-9 of its Market Access Schedule:

- (a) the electronic or paper media in which the Party publishes the information described in paragraph1;
- (b) the electronic or paper media in which the Party publishes the notices required by Articles 10.7, 10.9.7 and 10.16.2; and
- (c) the website address or addresses where the Party publishes procurement statistics.

3. Each Party shall promptly notify the Joint Commission of any modification to the Party's information listed in Annex 10-9.

Article10.7: Notices

Notice of Intended Procurement

1. For each covered procurement, a procuring entity shall publish a notice of intended procurement in the appropriate paper or electronic medium listed in Annex10-9, except in the circumstances described in Article10.13. This medium shall be widely disseminated and those

涉及涵盖采购及其任何修改，通过官方指定的电子或纸质媒介广泛传播并保持公众易于获取；以及

- (b) 应另一方请求，向其提供相关解释。

2. 每一缔约方应在其市场准入减让表的附件10-9中列出：

• (a) 该缔约方发布第1段所述信息的电子或纸质媒体；• (b) 该缔约方发布条款10.7、10.9.7和10.16.2所要求公告的电子或纸质媒体；及• (c) 该缔约方发布采购统计数据的网站地址。

3. 每一缔约方应及时将对其附件10-9所列信息的任何修改通知联合委员会。

条款10.7：公告

拟采购公告

1. 对于每项涵盖采购，采购实体应在附件10-9所列的适当纸质或电子媒介上发布意向采购通知，第10.13条所述情况除外。该媒介应广泛传播，且这些

notices shall remain readily accessible to the public, at least until expiration of the time-period indicated in the notice.

公告应保持公众易于获取的状态，至少持续至通知中所示的时间段届满。

2. The notices of intended procurement shall:

2. 意向采购公告应：

- (a) for procuring entities covered under Annex 10-1, be accessible by electronic means free of charge through a single point of access, for at least any minimum period of time specified in Annex 10-9; and

- (a) 对于附件10-1涵盖的采购实体，应通过单一接入点以电子方式免费访问，且访问期限至少为附件10-9规定的最短时间段；以及

- (b) for procuring entities covered under Annex 10-2, if accessible by electronic means, be provided, at least, through links in a gateway electronic site that is accessible free of charge.

- (b) 对于附件10-2涵盖的采购实体，若采用电子方式访问，则至少应通过可免费访问的门户电子站点中的链接提供。

Parties, including their procuring entities covered under Annex 10-2, are encouraged to publish their notices by electronic means free of charge through a single point of access.

鼓励缔约方（包括其附件10-2涵盖的采购实体）通过单一接入点以电子方式免费发布其公告。

3. Except as otherwise provided in this Chapter, each notice of intended procurement shall include:

3. 除本章另有规定外，每项意向采购通知应包括：

- (a) the name and address of the procuring entity and other information necessary to contact the procuring entity and obtain all relevant documents relating to the procurement, and their cost and terms of payment, if any;

- (a) 采购实体的名称和地址以及联系采购实体和获取与采购相关的所有相关文件所需的其他信息，及其费用和支付条款（如有）；

- (b) a description of the procurement, including the nature and the quantity of the goods or services to be procured or, if the quantity is not known, the estimated quantity;
- (c) for recurring contracts, an estimate, if possible, of the timing of subsequent notices of intended procurement;
- (d) a description of any options;
- (e) the time-frame for delivery of goods or services or the duration of the contract;
- (f) the procurement method that will be used and whether it will involve negotiation or electronic auction;
- (g) if applicable, the address and any final date for the submission of requests for participation in the procurement;
- (h) the address and the final date for the submission of tenders;
- (i) the language or languages in which tenders or requests for participation may be submitted, if they may be submitted in a language other than an official language of the Party of the procuring entity;
- (j) a list and brief description of any conditions for participation of suppliers, including any requirements for specific documents or certifications to be provided by suppliers in connection therewith, unless such requirements are included in tender documentation

• (b) 采购描述，包括拟采购货物或服务的性质和数量，或如数量未知，则提供估计数量；• (c) 对于重复合同，如可能，提供后续意向采购通知的时间安排的估计；• (d) 任何选项的描述；• (e) 货物或服务的交付时间框架或合同期限；• (f) 将使用的采购方法以及是否涉及谈判或电子拍卖；• (g) 如适用，提交参与采购请求的地址和任何截止日期；• (h) 提交投标的地址和截止日期；• (i) 可提交投标或参与请求的语言，如可以采购实体一方官方语言以外的语言提交；• (j) 供应商参与条件的清单和简要描述，包括供应商需提供的特定文件或认证的任何要求，除非此类要求已包含在招标文件中

that is made available to all interested suppliers at the same time as the notice of intended procurement;

该信息应与意向采购通知同时向所有感兴趣的供应商提供；

- (k) if, pursuant to Article10.9, 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, if applicable, any limitation on the number of suppliers that will be permitted to tender; and

- (k) 如采购实体拟依据第10.9条选择有限数量的合格供应商受邀投标，则应说明选择标准及（如适用）允许投标的供应商数量限制；

- (l) an indication that the procurement is covered by this Chapter.

- (l) 注明该采购受本章管辖。

Summary Notice

摘要通知

4. For each case of intended procurement, a procuring entity shall publish a summary notice that is readily accessible, at the same time as the publication of the notice of intended procurement, in one or more of the following languages: Ukrainian, English or French. The summary notice shall contain at least the following information:

4. 对于每项意向采购，采购实体应在发布意向采购通知的同时，以乌克兰语、英语或法语中的一种或多种语言发布易于获取的摘要通知。该摘要通知至少应包含以下信息：

- (a) the subject-matter of the procurement;
- (b) the final date for the submission of tenders or, if applicable, any final date for the submission of requests for participation in the procurement or for inclusion on a multi-use list; and
- (c) the address from which documents relating to the procurement may be requested.

• (a) 采购标的；• (b) 提交投标的截止日期，或如适用，提交参与请求或加入多用清单的任何截止日期；以及• (c) 可请求获取与采购相关的文件的地址。

Notice of Planned Procurement

5. Procuring entities are encouraged to publish in the appropriate paper or electronic medium listed in Annex 10-9 as early as possible in each fiscal year a notice regarding their future procurement plans (notice of planned procurement). The notice of planned procurement should include the subject-matter of the procurement and the planned date of the publication of the notice of intended procurement.

6. A procuring entity covered under Annex 10-2 may use a notice of planned procurement as a notice of intended procurement provided that the notice of planned procurement includes as much of the information referred to in paragraph3 as is available to the entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

Article10.8: Conditions for Participation

1. A procuring entity shall limit any conditions for participation in a procurement to those that are essential to ensure that a supplier has the legal and financial capacities and the commercial and technical abilities to undertake the relevant procurement.

2. In establishing the conditions for participation, a procuring entity:

计划采购通知

5. 鼓励采购实体在每个财政年度尽早通过附件10-9所列的适当纸质或电子媒介发布关于其未来采购计划的通知（计划采购公告）。计划采购公告应包括采购标的和意向采购通知发布的计划日期。6. 附件10-2涵盖的采购实体可将计划采购公告用作意向采购通知，前提是该计划采购公告包含第3段所述尽可能多的信息（以实体可获得的信息为限），并声明感兴趣的供应商应向采购实体表达其参与采购的意向。

条款10.8：参与条件

1. 采购实体应将参与采购的任何条件限制在确保供应商具备履行相关采购所需法律和财务能力以及商业和技术能力的必要范围内。

2. 在设定参与条件时，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 one or more contracts by a procuring entity of a Party; and*
- *(b) may require relevant prior experience if essential to meet the requirements of the procurement.*

- (a) 不得设定以下条件：供应商为参与采购，必须曾获得某一缔约方采购实体的一项或多项合同；且
- (b) 可要求相关先前经验，如果这对满足采购要求至关重要。

3. In assessing whether a supplier satisfies the conditions for participation, a procuring entity:

- *(a) shall evaluate the financial capacity and the commercial and technical abilities of a supplier on the basis of that supplier's business activities both inside and outside the territory of the Party of the procuring entity; and*
- *(b) shall base its evaluation on the conditions that the procuring entity has specified in advance in notices or tender documentation.*

3. 在评估供应商是否满足参与条件时，采购实体应：

- (a) 应根据供应商在采购实体一方领土内外商业活动的财务能力及商业和技术能力进行评估；且
- (b) 应基于采购实体事先在公告或招标文件中明确规定的条件进行评估。

4. If there is supporting evidence, a procuring entity may exclude a supplier from participating in a procurement on grounds such as:

- *(a) bankruptcy;*
- *(b) false declarations;*

4. 若有支持证据，采购实体可基于以下理由将供应商排除在采购参与之外：

- (a) 破产；
- (b) 虚假声明；

- (c) significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- (d) final judgments in respect of serious crimes or other serious offences;
- (e) professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the supplier; or
- (f) failure to pay taxes.

- (c) 履行先前合同或合同项下任何实质性要求或义务时存在重大或持续缺陷；
- (d) 涉及严重犯罪或其他严重违法行为的最终判决；- (e) 职业不当行为或对供应商商业诚信产生不利影响的作为或不作为；或- (f) 未缴纳税款。

Article 10.9: Qualification of Suppliers

Registration Systems and Qualification Procedures

1.A procuring entity may maintain a supplier registration system under which interested suppliers are required to register and provide certain information.

2. Each Party shall ensure that:

- (a) its procuring entities make efforts to minimize differences in their qualification procedures; and
- (b) if its procuring entities maintain registration systems, the entities make efforts to minimize differences in their registration systems.

第10.9条：供应商资格

注册系统与资格程序

1.采购实体可维持一个供应商注册系统，感兴趣的供应商需在该系统中注册并提供特定信息。

2. 每一缔约方应确保：

- (a) 其采购实体应努力尽量减少其资格预审程序的差异；以及- (b) 若其采购实体设有注册系统，则该实体应努力尽量减少其注册系统的差异。

3. A procuring entity shall not adopt or apply a registration system or qualification procedure with the purpose or the effect of creating unnecessary obstacles to the participation of suppliers of the other Party in its procurement.

3. 采购实体不得采用或实施注册系统或资格预审程序，以制造或导致对另一方供应商参与其采购的不必要障碍。

Selective Tendering

选择性招标

4. If a procuring entityintends to use selective tendering, the entity shall:

4. 若采购实体拟采用选择性招标，则该实体应：

- (a) include in the notice of intended procurement at least the information specified in Article10.7.3(a), (b), (f), (g), (j), (k) and (l) and invite suppliers to submit a request for participation; and
- (b) provide, by the commencement of the time-period for tendering, at least the information in Article10.7.3(c), (d), (e), (h) and (i) to the qualified suppliers that it notifies as specified in Article10.11:.3(b).

• (a) 在意向采购通知中至少包含第10.7.3条(a)、(b)、(f)、(g)、(j)、(k)和(l)项规定的信息，并邀请供应商提交参与请求；及• (b) 在投标时间段开始前，至少向根据第10.11:.3(b)条通知的合格供应商提供第10.7.3条(c)、(d)、(e)、(h)和(i)项规定的信息。

5. A procuring entity shall allow all qualified suppliers to participate in a particular procurement, unless the procuring entity states in the notice of intended procurement any limitation on the number of suppliers that will be permitted to tender and the criteria for selecting the limited number of suppliers.

5. 采购实体应允许所有合格供应商参与特定采购，除非采购实体在意向采购通知中说明允许投标的供应商数量限制及选择有限数量供应商的标准。

6. If the tender documentation is not made publicly available from the date of publication of the notice referred to in paragraph4, a procuring entity shall ensure that those documents are made available at the same time to all the qualified suppliers selected in accordance with paragraph5.

6. 若招标文件未自第4段所述通知发布之日起公开可用，采购实体应确保这些文件同时提供给根据第5段选定的所有合格供应商。

Multi-Use Lists

多用清单

7. A procuring entity may maintain a multi-use list of suppliers, provided that a notice inviting interested suppliers to apply for inclusion on the list is:

7. 采购实体可保留一份供应商多用清单，前提是邀请感兴趣的供应商申请加入该清单的通知：

- (a) published annually; and
- (b) if published by electronic means, made available continuously, in the appropriate medium listed in Annex 10-9.

• (a) 每年发布一次；且• (b) 若以电子方式发布，则应在附件10-9所列的适当媒介中持续提供。

8. The notice provided for in paragraph7 shall include:

8. 第7款所述通知应包括：

- (a) a description of the goods or services, or categories thereof, for which the list may be used;

• (a) 清单可能适用的货物或服务或其类别的描述；

- (b) the conditions for participation to be satisfied by suppliers for inclusion on the list and the methods that the procuring entity will use to verify that a supplier satisfies the conditions;

• (b) 供应商为列入名单所需满足的参与条件，以及采购实体将用于验证供应商是否满足条件的 方法；

- (c) the name and address of the procuring entity and other information necessary to contact the entity and obtain all relevant documents relating to the list;
- (d) the period of validity of the list and the means for its renewal or termination, or where the period of validity is not provided, an indication of the method by which notice will be given of the termination of use of the list; and
- (e) an indication that the list may be used for procurement covered by this Chapter.

- (c) 采购实体的名称和地址以及其他联系该实体并获取与名单相关的所有相关文件所需的信息；

- (d) 清单的有效期及其更新或终止的方式，或未规定有效期时，说明将如何通知终止使用该清单；以及

- (e) 说明该清单可用于本章涵盖的采购。

9. Notwithstanding paragraph7, if a multi-use list will be valid for three years or less, a procuring entity may publish the notice referred to in paragraph7 only once, at the beginning of the period of validity of the list, provided that the notice:

9. 尽管有第7款规定，如果多用清单的有效期为三年或更短，采购实体可在清单有效期开始时仅发布一次第7款所述的公告，前提是该公告：

- (a) states the period of validity and that further notices will not be published; and
- (b) is published by electronic means and is made available continuously during the period of its validity.

- (a) 说明有效期且不再发布进一步公告；以及- (b) 以电子方式发布并在其有效期内持续提供。

10. 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.

10. 采购实体应允许供应商随时申请加入多用清单，并应在合理较短时间内将全部合格供应商列入该清单。

11. If a supplier that is not included on a multi-use list submits a request for participation in a procurement based on a multi-use list and all required documents, within the time-period provided for in Article10.11.2, a procuring entity shall examine the request. The procuring entity shall not exclude the supplier from consideration in respect of the procurement on the grounds that the entity has insufficient time to examine the request, unless, in exceptional cases, due to the complexity of the procurement, the entity is not able to complete the examination of the request within the time-period allowed for the submission of tenders.

11. 若未列入多用清单的供应商在第10.11.2条规定的时间段内提交基于多用清单的采购参与请求及所有所需文件，采购实体应审查该请求。除非在例外情况下，由于采购复杂性导致实体无法在投标提交允许的时间段内完成请求审查，否则采购实体不得以审查请求时间不足为由将该供应商排除在采购考虑范围之外。

Procuring Entities of Annex10-2

附件10-2的采购实体

12. A procuring entity covered under Annex 10-2 may use a notice inviting suppliers to apply for inclusion on a multi-use list as a notice of intended procurement, provided that:

12. 附件10-2涵盖的采购实体可将邀请供应商申请加入多用清单的通知用作意向采购通知，但须满足以下条件：

- (a) the notice is published in accordance with paragraph 7 and includes the information required under paragraph8, as much of the information required under 10.7.3 as is available and a statement that it constitutes a notice of intended procurement or that only the suppliers on the multi-use list will receive further notices of procurement covered by the multi-use list; and

- (a) 该公告依照第7段发布，并包含第8段要求的信息、第10.7.3条要求中可提供的尽可能多的信息，以及声明其构成拟采购公告或多用清单所涵盖的采购项目后续公告将仅发送给多用清单上的供应商；且

- (b) the entity promptly provides to suppliers that have expressed an interest in a given procurement to the entity, sufficient information to permit them to assess their interest in the procurement, including all remaining information required in Article10.7.3, to the extent such information is available.

- (b) 该实体应及时向已向该实体表达对特定采购项目意向的供应商提供充分信息，使其能够评估自身对该采购项目的兴趣，包括第10.7.3条要求的所有剩余信息（在该等信息可获取的范围内）。

13. A procuring entity covered under Annex 10-2may allow a supplier that has applied for inclusion on a multi-use list in accordance with paragraph10 to tender in a given procurement, if there is sufficient time for the procuring entity to examine whether the supplier satisfies the conditions for participation.

13. 附件10-2涵盖的采购实体可允许已根据第10段提交多用清单列入申请的供应商参与特定采购投标，前提是采购实体有充足时间审查该供应商是否满足参与条件。

Information on Procuring Entity Decisions

采购实体决定信息

14. A procuring entity shall promptly inform any supplier that submits a request for participation in a procurement or application for inclusion on a multi-use list of the procuring entity's decision with respect to the request or application.

14. 采购实体应及时通知任何提交采购参与请求或多用清单列入申请的供应商其针对该请求或申请所作的决定。

15. If a procuring entity rejects a supplier's request for participation in a procurement or application for inclusion on a multi-use list, ceases to recognize a supplier as qualified, or removes a supplier from a multi-use list, the 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.

15. 如采购实体拒绝供应商的参与请求或列入多用清单的申请、终止认可供应商的合格资质或将供应商从多用清单中除名，该实体应立即通知供应商，并应供应商请求及时向其提供书面解释说明决定的理由。

Article10.10: Technical Specifications and Tender Documentation

Technical Specifications

1. A procuring entity shall not prepare, adopt or apply any technical specification or prescribe any conformity assessment procedure with the purpose or the effect of creating unnecessary obstacles to international trade.

2. In prescribing the technical specifications for the goods or services being procured, a procuring entity shall, if appropriate:

- *(a) set out the technical specification in terms of performance and functional requirements, rather than design or descriptive characteristics; and*
- *(b) base the technical specification on international standards, where such exist; otherwise, on national technical regulations, recognized national standards or building codes.*

3. Where design or descriptive characteristics are used in the technical specifications, a procuring entity should indicate, if appropriate, that it will consider tenders of equivalent goods or services that demonstrably fulfil the requirements of the procurement by including words such as "or equivalent" in the tender documentation.

第10.10条：技术规格和招标文件

TechnicalSpecifications

1. 采购实体不得出于或产生对国际贸易造成不必要障碍的目的，制定、采用或适用任何技术规格，或规定任何合格评定程序。

2. 在制定所采购货物或服务的技术规格时，采购实体应酌情：

- (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；及
- (b) 技术规格应以国际标准为基础，如无国际标准，则以国家技术法规、公认的国家标准或建筑规范为基础。

3. 当技术规格中使用设计或描述性特征时，采购实体应在适当时表明，将通过招标文件中包含“或同等品”等措辞，考虑能明确满足采购要求的同等货物或服务的投标。

4. A procuring entity shall not prescribe technical specifications that require or refer 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 requirements and provided that, in such cases, the entity includes words such as "or equivalent" in the tender documentation.

4. 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、特定来源、生产商或供应商的技术规格，除非没有其他足够精确或明确的方式描述采购要求，且在此类情况下，实体应在招标文件中包含"或同等品"等措辞。

5. 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 any technical specification for a specific procurement from a person that may have a commercial interest in the procurement.

5. 采购实体不得以可能排除竞争的方式寻求或接受可能用于特定采购技术规格编制或采用的建议，该建议来自可能在该采购中具有商业利益的个人。

6. For greater certainty, a Party, including its procuring entities, may prepare, adopt or apply technical specifications to promote the conservation of natural resources or protect the environment, provided that it does so in accordance with this Article.

6. 为进一步明确，缔约方（包括其采购实体）可制定、采用或应用技术规格以促进自然资源保护或环境保护，但须按照本条款执行。

Tender Documentation

投标文件

7. 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

7. 采购实体应向供应商提供招标文件，其中包含允许供应商准备和提交响应性投标所需的所有信息。除非

provided in the notice of intended procurement, this documentation shall include a complete description of:

已在意向采购通知中提供，否则该文件应包括以下完整描述：

- *(a) the procurement, including the nature and the quantity of the goods or services to be procured or, if the quantity is not known, the estimated quantity and any requirements to be fulfilled, including any technical specifications, conformity assessment certification, plans, drawings or instructional materials;*

- (a) 采购内容，包括拟采购货物或服务的性质及数量（若数量未知则提供估计数量），以及需满足的任何要求，包括技术规格、符合性评估认证、计划、图纸或指导材料；

- *(b) any conditions for participation of suppliers, including a list of information and documents that suppliers are required to submit in connection with the conditions for participation;*

- (b) 供应商参与条件，包括供应商需提交的与参与条件相关的信息及文件清单；

- *(c) all evaluation criteria the entity will apply in the awarding of the contract, and, except where price is the sole criterion, the relative importance of those criteria;*

- (c) 实体在合同授予时将采用的所有评估标准，以及除价格作为唯一标准外这些标准的相对重要性；

- *(d) if the procuring entity will conduct the procurement by electronic means, any authentication and encryption requirements or other requirements related to the submission of information by electronic means;*

- (d) 若采购实体将通过电子方式进行采购，则需说明任何认证与加密要求或其他与电子方式提交信息相关的要求；

- *(e) if the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to theevaluation criteria, on which the auction will be conducted;*

- (e) 如采购实体将举行电子拍卖，需说明相关规则，包括与评估标准相关的投标要素的识别，以及拍卖将如何进行；

- (f) if there will be a public opening of tenders, the date, time and place for the opening and, if appropriate, the persons authorized to be present;
- (g) any other terms or conditions, including terms of payment and any limitation on the means by which tenders may be submitted, such as whether on paper or by electronic means; and
- (h) any dates for the delivery of goods or the supply of services.

• (f) 如将进行公开开标，需说明开标的日期、时间和地点，以及（如适用）授权出席人员；• (g) 任何其他条款或条件，包括付款条件以及对投标提交方式的限制，例如是否以纸质或电子方式提交；以及• (h) 任何货物交付或服务提供的日期。

8. In establishing any date for the delivery of goods or the supply of services being procured, a procuring entity shall take into account such factors as the complexity of the procurement, the extent of subcontracting anticipated and the realistic time required for production, de-stocking and transport of goods from the point of supply or for supply of services.

8. 采购实体在确定所采购货物交付或服务提供的任何日期时，应考虑诸如采购复杂性、预期的分包范围以及从供应点生产、去库存和货物运输或服务提供实际所需时间等因素。

9. The evaluation criteria set out in the notice of intended procurement or tender documentation may include, among others, price and other cost factors, quality, technical merit, environmental characteristics and terms of delivery.

9. 意向采购通知或招标文件中列出的评估标准可包括但不限于价格和其他成本因素、质量、技术优势、环境特性及交付条件。

10. A procuring entity shall promptly:

10. 采购实体应及时：

- (a) make available tender documentation to ensure that interested suppliers have sufficient time to submit responsive tenders;

- (a) 提供招标文件，以确保感兴趣的供应商有充足时间提交响应性投标；

- (b) provide, on request, the tender documentation to any interested supplier; and
- (c) reply to any reasonable request for relevant information by any interested or participating supplier, provided that such information does not give that supplier an advantage over other suppliers.

- (b) 应请求向任何感兴趣的供应商提供招标文件；及
- (c) 答复任何感兴趣或参与供应商对相关信息的合理请求，前提是该信息不会使该供应商相对于其他供应商获得优势。

Modifications

修改

11. If, prior to the award of a contract, a procuring entity modifies the criteria or requirements set out in the notice of intended procurement or tender documentation provided to participating suppliers, or amends or re-issues a notice or tender documentation, it shall transmit in writing all such modifications, or the amended or re-issued notice or tender documentation:

11. 若采购实体在合同授予前，对意向采购通知或提供给参与供应商的招标文件中列明的标准或要求进行修改，或修订或重新发布通知或招标文件，则该实体应以书面形式传达所有此类修改，或经修订或重新发布的通知或招标文件：

- (a) to all suppliers that are participating at the time of the modification, amendment or re-issuance, where such suppliers are known to the entity, and in all other cases, in the same manner as the original information was made available; and
- (b) in adequate time to allow such suppliers to modify and re-submit amended tenders, as appropriate.

- (a) 向所有在修改、修正或重新发布时参与的供应商提供，若该等供应商为实体所知悉，其他情况下则以原始信息提供的相同方式提供；及
- (b) 给予充足时间，以便此类供应商酌情修改并重新提交修改后的投标书。

Article10.11: Time-Periods

第10.11条：时间期限

General

1. A procuring entity shall, consistent with its own reasonable needs, provide sufficient time for suppliers to prepare and submit requests for participation and responsive tenders, taking into account such factors as:

- *(a) the nature and complexity of the procurement;*
- *(b) the extent of subcontracting anticipated; and*
- *(c) the time necessary for transmitting tenders by non-electronic means from foreign as well as domestic points where electronic means are not used.*

These time-periods, including any extension of the time-periods, shall be the same for all interested or participating suppliers.

Deadlines

2. A procuring entity that uses selective tendering shall establish that the final date for the submission of requests for participation shall not, in principle, be less than 25days from the date of publication of the notice of intended procurement. If a state of urgency duly substantiated by the procuring entity renders this time-period impracticable, the time-period may be reduced to not less than 10days.

总则

1. 采购实体应根据其自身合理需求，为供应商准备和提交参与请求及响应性投标预留充足时间，并考虑以下因素：

• (a) 采购的性质和复杂性；• (b) 预期的分包范围；以及• (c) 通过非电子方式从国外及国内未使用电子方式的地区传递投标所需的时间。

这些时间段，包括时间段的任何延长，应对所有感兴趣或参与的供应商一视同仁。

截止日期

2. 采用选择性招标的采购实体应确保提交参与请求的最终期限原则上不得少于意向采购通知发布日期后的25个日历日。若采购实体充分证实的紧急状态导致该时间段不可行，则该时间段可缩短至不少于10天。

3. Except as provided for in paragraphs4,5, 7 and 8 a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40days from the date on which:

- (a) in the case of open tendering, the notice of intended procurement is published; or
- (b) in the case of selective tendering, the entity notifies suppliers that they will be invited to submit tenders, whether or not it uses a multi-use list.

4. A procuring entity may reduce the time-period for tendering established in accordance with paragraph3 to not less than 10days where:

- (a) the procuring entity has published a notice of planned procurement as described in Article10.7.5 at least 40days and not more than 12months in advance of the publication of the notice of intended procurement, and the notice of planned procurement contains:
  - (i) a description of the procurement;
  - (ii) the approximate final dates for the submission of tenders or requests for participation;

3. 除第4、5、7和8段规定的情形外，采购实体应确保提交投标的最终期限不得少于以下日期后的40个日历日：

- (a) 在公开招标的情况下，意向采购通知已发布；或- (b) 在选择性招标的情况下，实体通知供应商他们将受邀提交投标，无论是否使用多用清单。

4. 采购实体可将根据第3段设立的投标时间段缩短至不少于10天，前提是：

- (a) 采购实体已按照条款10.7.5所述提前至少40日历日且不超过12个月发布计划采购公告，且该计划采购公告包含：
  - (i) 采购说明；- (ii) 投标提交或参与请求的大致截止日期；

- (iii) a statement that interested suppliers should express their interest in the procurement to the procuring entity;
- (iv) the address from which documents relating to the procurement may be obtained; and
- (v) as much of the information that is required for the notice of intended procurement under Article10.7.3, as is available;

- (iii) 声明感兴趣的供应商应向采购实体表达其参与采购的意向；• (iv) 可获取与采购相关文件的地址；以及• (v) 尽可能提供第10.7.3条要求的意向采购通知所需信息；

- (b) the procuring entity, for contracts of a recurring nature, indicates in an initial notice of intended procurement that subsequent notices will provide time-periods for tendering based on this paragraph ;or

- (b) 采购实体对于重复性合同，在初始意向采购公告中注明后续公告将根据本段规定提供投标时间段；或

- (c) a state of urgency duly substantiated by the procuring entity renders the time-period for tendering established in accordance with paragraph 3 impracticable.

- (c) 采购实体充分证实的紧急状态使得根据第3段规定确立的投标时间段不可行。

5. A procuring entity may reduce the time-period for tendering established in accordance with paragraph3 by five days for each one of the following circumstances:

5. 采购实体可针对下列任一情况，将根据第3段规定确立的投标时间段缩短五个日历日：

- (a) the notice of intended procurement is published by electronic means;

- (a) 意向采购通知以电子方式发布；

- (b) all the tender documentation is made available by electronic means from the date of the publication of the notice of intended procurement; and
- (c) the entity accepts tenders by electronic means.

6. The use of paragraph5, in conjunction with paragraph4, shall in no case result in the reduction of the time-period for tendering established in accordance with paragraph 3 to less than 10days from the date on which the notice of intended procurement is published.

7. Notwithstanding any other provision in this Article, if a procuring entity purchases commercial goods or services, or any combination thereof, it may reduce the time-period for tendering established in accordance with paragraph3 to not less than 13days, provided that it publishes by electronic means, at the same time, both the notice of intended procurement and the tender documentation. In addition, if the entity accepts tenders for commercial goods or services by electronic means, it may reduce the time-period established in accordance with paragraph3 to not less than 10days.

8. If a procuring entity covered under Annex 10-2 has selected all or a limited number of qualified suppliers, the time-period for tendering may be fixed by mutual agreement between the procuring entity and

- (b) 自意向采购通知发布之日起，所有招标文件均以电子方式提供；

- (c) 该实体接受以电子方式提交的投标。

6. 第5段与第4段结合使用时，在任何情况下均不得导致根据第3段确定的投标时间段自意向采购通知发布之日起缩短至不足10天。7. 尽管本条款有任何其他规定，如果采购实体购买商业商品或服务或其任何组合，则可将根据第3段确定的投标时间段缩短至不少于13天，前提是该实体同时以电子方式发布意向采购通知和招标文件。此外，如果该实体接受以电子方式提交的商业商品或服务投标，则可将根据第3段确定的期限缩短至不少于10天。

8. 如果附件10-2涵盖的采购实体已选定全部或部分合格供应商，投标时间段可由采购实体与

the selected suppliers. In the absence of agreement, the period shall not be less than 10days.

选定的供应商共同商定。若无协议，该期限不得少于10天。

Article10.12: Negotiation

第10.12条：谈判

1. A Party may provide for its procuring entities to conduct negotiations:

1. 缔约方可规定其采购实体进行谈判：

- (a) if the entity has indicated its intent to conduct negotiations in the notice of intended procurement; or
- (b) if it appears from the evaluation that no tender is obviously the most advantageous in terms of the specific evaluation criteria set out in the notice of intended procurement or tender documentation.

• (a) 如果该实体已在意向采购通知中表明其进行谈判的意图；或• (b) 如果根据评估结果，没有投标明显在意向采购通知或招标文件中规定的具体评估标准方面最具优势。

2. A procuring entity shall:

2. 采购实体应：

- (a) ensure that any elimination of suppliers participating in negotiations is carried out in accordance with the evaluation criteria set out in the notice of intended procurement or tender documentation; and
- (b) if negotiations are concluded, provide a common deadline for the remaining participating suppliers to submit any new or revisedtenders.

• (a) 确保参与谈判的供应商淘汰过程遵循意向采购通知或招标文件中规定的评估标准；且

• (b) 如果谈判结束，为剩余的参与供应商提供提交任何新投标或修订投标的共同截止日期。

Article10.13: Limited Tendering

1. Provided that it does not use this provision for the purpose of avoiding competition among suppliers or in a manner that discriminates against suppliers of the other Party or protects domestic suppliers, a procuring entity may use limited tendering and may choose not to apply Articles10.7 through 10.9, paragraphs 7 through 11 of Article 10.10, Articles 10.11, 10.12, 10.14 and 10.15 only under any of the following circumstances:

- (a) if:
  - (i) no tenders were submitted or no suppliers requested participation;
  - (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, provided that the requirements of the tender documentation are not substantially modified;

第10.13条：有限招标

1. 只要采购实体不以规避供应商间竞争为目的，或以歧视另一方供应商或保护国内供应商的方式使用本条款，采购实体可在下列任何情况下采用有限招标，并选择不适用第10.7条至第10.9条、第10.10条第7至11款、第10.11条、第10.12条、第10.14条和第10.15条：

- (a) 如果：
  - (i) 未提交任何投标或没有供应商请求参与；
  - (ii) 提交的投标均不符合招标文件的基本要求；
  - (iii) 没有供应商满足参与条件；或
  - (iv) 提交的投标存在串通行为，前提是招标文件的要求未作实质性修改；

- *(b) if the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist for any of the following reasons:*
  - *(i) the requirement is for a work of art;*
  - *(ii) the protection of patents, copyrights or other exclusive rights; or*
  - *(iii) due to an absence of competition for technical reasons;*
- *(c) for additional deliveries by the original supplier of goods or services that were not included in the initial procurement if a change of supplier for such additional goods or services:*
  - *(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*
  - *(ii) would cause significant inconvenience or substantial duplication of costs for the procuring entity;*
- *(d) only when necessary if, for reasons of extreme urgency brought about by events unforeseeable by the procuring entity, the*

- (b) 如果货物或服务只能由特定供应商供应，且因下列任何原因不存在合理替代或替换的货物或服务：
  - (i) 要求涉及一件艺术品；
  - (ii) 对专利、版权或其他专有权利的保护；或
  - (iii) 由于技术原因导致的缺乏竞争；
- (c) 由原供应商对未包含在初始采购中的货物或服务进行额外交付，如果更换此类额外货物或服务的供应商：
  - (i) 出于经济或技术原因（如与初始采购中获得的现有设备、软件、服务或安装的互换性或互操作性要求）无法实现；且
  - (ii) 将给采购实体造成重大不便或成本的大幅重复；
- (d) 仅在必要时，如果由于采购实体不可预见的事件导致的极端紧急情况，

goods or services could not be obtained in time using open tendering or selective tendering;

货物或服务无法通过公开招标或选择性招标及时获取；

- (e) for goods purchased on a commodity market;

- (e) 对于在商品市场上购买的货物；

- (f) if 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;

- (f) 如果采购实体采购的是原型或首个商品或服务，且该商品或服务是在其请求下，在特定研究、实验、调查或原创开发合同过程中并为该合同开发的。首个商品或服务的原创开发可包括有限生产或供应，以纳入现场测试结果并证明该商品或服务适合按可接受的质量标准进行批量生产或供应，但不包括为确立商业可行性或收回研发成本而进行的批量生产或供应；

- (g) for purchases made under exceptionally advantageous conditions that only arise in the very short term in the case of unusual disposals such as those arising from liquidation, receivership or bankruptcy, but not for routine purchases from regular suppliers; or

- (g) 对于在异常有利条件下进行的采购，此类条件仅在极短期内出现，例如因清算、接管或破产等异常处置而产生的情况，但不包括从常规供应商处进行的常规采购；或

- (h) if a contract is awarded to a winner of a design contest provided that:

- (h) 如果合同授予设计竞赛的获胜者，且满足以下条件：

  - (i) the contest has been organized in a manner that is consistent with the principles of this Chapter, in particular

  - (i) 竞赛的组织方式符合本章的原则，特别是

relating to the publication of a notice of intended procurement; and

- (ii) the participants are judged by an independent jury with a view to a design contract being awarded to a winner.

2. A procuring entity shall prepare a report in writing on each contract awarded under paragraph1. The report shall include the name of the procuring entity, the value and kind of goods or services procured and a statement indicating the circumstances and conditions described in paragraph1 that justified the use of limited tendering.

Article10.14: Electronic Auctions

If a procuring entity intends to conduct a covered procurement using an electronic auction, the entity shall provide each participant, before commencing the electronic auction, with:

- (a) the automatic evaluation method, including the mathematical formula, that is based on the evaluation criteria set out in the tender documentation and that will be used in the automatic ranking or re-ranking during the auction;

关于发布意向采购通知的规定；以及

- (ii) 参与方由独立评审团评判，以期将设计合同授予获胜者。

2. 采购实体应以书面形式就根据第1段授予的每份合同编制报告。报告应包括采购实体的名称、所采购货物或服务的价值和种类，以及说明第1段中描述的证明使用有限招标合理的情况和条件的声明。

条款10.14：电子拍卖

如果采购实体打算使用电子拍卖进行涵盖采购，该实体应在开始电子拍卖前向每个参与方提供：

- (a) 基于招标文件中规定的评估标准并将在拍卖期间用于自动排名或重新排名的自动评估方法，包括数学公式；

- (b) the results of any initial evaluation of the elements of its tender if the contract is to be awarded on the basis of the most advantageous tender; and
- (c) any other relevant information relating to the conduct of the auction.

- (b) 如果合同将基于最有利投标授予，则其投标要素的任何初步评估结果；以及
- (c) 与拍卖行为相关的任何其他相关信息。

Article10.15: Treatment of Tenders and Awarding of Contracts

Treatment of Tenders

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.

2. A procuring entity shall not penalize any supplier whose tender is received after the time specified for receiving tenders if the delay is due solely to mishandling on the part of the procuring entity.

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.

Awarding of Contracts

第10.15条：投标处理与合同授予

投标处理

1. 采购实体应按照确保采购流程公平公正及投标保密性的程序接收、开启并处理所有投标。

2. 若延迟接收投标完全由采购实体处理不当导致，采购实体不得对因此迟交投标的任何供应商施加处罚。

3. 若采购实体在开标至合同授予期间为供应商提供更正非故意形式错误的机会，则须向所有参与供应商提供同等机会。

合同授予

4. To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the notices and tender documentation and be from a supplier that satisfies the conditions for participation.

4. 投标文件须以书面形式提交，并在开标时符合公告和招标文件中规定的基本要求，且来自满足参与条件的供应商，方可被考虑授予奖项。

5. Unless a procuring entity determines that it is not in the public interest to award a contract, the entity shall award the contract to the supplier that the entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the notices and tender documentation, has submitted:

- (a) the most advantageous tender; or
- (b) if price is the sole criterion, the lowest price.

5. 除非采购实体认定授予合同不符合公共利益，否则该实体应将合同授予其认定有能力履行合同条款、且仅根据公告和招标文件中规定的评估标准提交以下材料的供应商：

- (a) 最有利投标；或
- (b) 若价格是唯一标准，则提交最低价格。

6. If a procuring entity receives a tender with a price that is abnormally lower than the prices in other tenders submitted, it may verify with the supplier that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract.

6. 如采购实体收到的投标价格异常低于其他投标价格，可要求该供应商核实其是否符合参与条件并具备履行合同条款的能力。

7. A procuring entity shall not use options, cancel a procurement or modify awarded contracts in a manner that circumvents the obligations under this Chapter.

7. 采购实体不得以规避本章义务的方式使用选项、取消采购或修改已授予合同。

Article10.16: Transparency of Procurement Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform participating suppliers of the entity's contract award decisions and, on the request of a supplier, shall do so in writing. Subject to paragraphs 2 and 3 of Articles10.17, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the entity did not select its tender and the relative advantages of the successful supplier's tender.

Publication of Award Information

2. In accordance with domestic legislation, a procuring entity shall publish a notice in the appropriate paper or electronic medium listed in Annex 10-9 promptly after the award of each contract covered by this Chapter. If the entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:

- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;

第10.16条：采购信息的透明度

向供应商提供的信息

1. 采购实体应及时通知参与供应商其合同授予决定，并在供应商请求时以书面形式提供。根据第10.17条第2款和第3款的规定，采购实体应应请求向未中标的供应商解释其投标未被选中的原因以及中标供应商投标的相对优势。授予信息的公布

2. 根据国内法规，采购实体应在本章涵盖的每项合同授予后，及时在附件10-9所列的适当纸质或电子媒介上发布通知。如果实体仅在电子媒介上发布通知，该信息应在合理的时间段内保持易于访问。通知至少应包括以下信息：

• (a) 所采购货物或服务的描述；• (b) 采购实体的名称和地址；• (c) 中标供应商的名称和地址；

- (d) the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
- (e) the date of award; and
- (f) the type of procurement method used, and in cases where limited tendering was used in accordance with Article10.13, a description of the circumstances justifying the use of limited tendering.

• (d) 成功投标的价值或在合同授予中考虑的最高和最低报价；• (e) 授予日期；及• (f) 使用的采购方法类型，若根据第10.13条采用有限招标的情况，需说明采用有限招标的正当情况。

Maintenance of Documentation, Reports and Electronic Traceability

3. Each procuring entity shall, for a period of at least threeyears from the date it awards a contract, maintain:

文件、报告及电子追溯的保存 3. 各采购实体应自合同授予之日起至少保存三年期限：

- (a) the documentation and reports of tendering procedures and contract awards relating to covered procurement, including the reports required under Article10.13; and
- (b) data that ensure the appropriate traceability of the conduct of covered procurement by electronic means.

• (a) 与涵盖采购相关的招标程序及合同授予的文件和报告，包括第10.13条要求的报告；及• (b) 确保通过电子方式进行的涵盖采购行为可追溯的数据。

Article10.17: Disclosure of Information

第10.17条：信息披露

Provision of Information to Parties

向缔约方提供信息

1. On request of the other Party, a Party shall provide promptly any information necessary to determine whether a procurement was conducted fairly, impartially and in accordance with this Chapter,

1. 应另一方的请求，缔约方应及时提供任何必要信息，以确定采购是否公平、公正且符合本章规定，

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 the information shall not disclose it to any supplier, except after consulting with, and obtaining the consent of, the Party that provided the information.

包括关于成功投标的特性和相对优势的信息。若信息的放行会损害未来投标的竞争，收到信息的该方不得向任何供应商披露该信息，除非与提供信息的缔约方协商并获得其同意后。

Non-Disclosure of Information

信息不披露

2. Notwithstanding any other provision of this Chapter, a Party, including its procuring entities, shall not provide to any particular supplier information that might prejudice fair competition between suppliers.

2. 尽管有本章其他规定，缔约方（包括其采购实体）不得向任何特定供应商提供可能损害供应商之间公平竞争的信息。

3. Nothing in this Chapter shall be construed to require a Party, including its procuring entities, authorities and review bodies, to disclose confidential information if disclosure:

3. 本章任何规定不得解释为要求缔约方（包括其采购实体、当局和审查机构）披露机密信息，如果披露：

- (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.

- (a) 会妨碍执法；
- (b) 可能损害供应商之间的公平竞争；
- (c) 会损害特定个人的合法商业利益，包括知识产权保护；或
- (d) 否则将违背公共利益。

Article10.18: Domestic Review Procedures

1. Each Party shall provide a timely, effective, transparent and non-discriminatory administrative or judicial review procedure through which a supplier maychallenge:

- (a) a breach of the Chapter; or
- (b) if the supplier does not have a right to challenge directly a breach of the Chapter under the domestic law of a Party, a failure to comply with a Party's measures implementing this Chapter,

arising in the context of a covered procurement, in which the supplier has, or has had, an interest. The procedural rules for allchallenges shall be in writing and made generally available.

2. In the event of a complaintby a supplier, arising in the context of covered procurement in which the supplier has, or has had, an interest, that there has been a breach or a failure as referred to in paragraph1, the Party of the procuring entity conducting the procurement shall encourage the entity and the supplier to seek resolution of the complaint through consultations. The entity shall accord impartial and timely consideration to any such complaint in a manner that is not prejudicial to the supplier's participation in ongoing or future procurement or its right to seek corrective measures under the administrative or judicial review procedure.

第10.18条：国内审查程序

1. 每一缔约方应提供及时、有效、透明和非歧视性的行政或司法审查程序，供应商可通过该程序提出质疑：

• (a) 违反本章规定；或• (b) 如供应商无权根据缔约方国内法直接质疑违反本章规定的行为，则在涵盖采购中，供应商已拥有或曾拥有利益的情况下，未履行缔约方实施本章的措施。所有质疑的程序规则应以书面形式制定并普遍公开。

2. 若供应商在涵盖采购中提出申诉，且该供应商当前或曾经拥有相关利益，声称存在第1段所述的违约或未履行行为，则进行采购的采购实体的一方应鼓励该实体与供应商通过协商寻求申诉的解决。该实体应以公正且及时的方式考虑任何此类申诉，且不得损害供应商参与当前或未来采购的权利，或其根据行政或司法审查程序寻求纠正措施的权利。

3. Each supplier shall be allowed a sufficient period of time to prepare and submit a challenge, which in no case shall be less than 10days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

3. 每一供应商均应被给予充分期限以准备并提交质疑，该期限在任何情况下不得少于自供应商知晓或理应知晓质疑依据之日起10天。

4. 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 challengeby a supplier arising in the context of a covered procurement.

4. 每一缔约方应设立或指定至少一个独立于其采购实体的公正的行政或司法机构，以接收并审查供应商在涵盖采购过程中提出的质疑。

5. If a body other than an authority referred to in paragraph4 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.

5. 若最初审查质疑的机构非第4款所述之机构，则该缔约方应确保供应商可就初始决定向独立于涉事采购实体的公正行政或司法机构提出上诉。

6. Each Party shall ensure that a review body that is not a court shall have its decision subject to judicial review or have procedures that provide that:

6. 每一缔约方应确保非法院的审查机构所作决定须接受司法审查，或制定程序以确保：

- (a) the procuring entity shall respond in writing to the challengeand disclose all relevant documents to the review body;
- (b) the participants to the proceedings (participants) shall have the right to be heard prior to a decision of the review body being made on the challenge;

- (a) 采购实体应以书面形式回应质疑并向审查机构披露所有相关文件；
- (b) 诉讼程序的参与方（参与方）有权在审查机构就质疑作出决定前进行陈述；

- (c) the participants shall have the right to be represented and accompanied;
- (d) the participants shall have access to all proceedings;
- (e) the participants shall have the right to request that the proceedings take place in public and that witnesses may be presented; and
- (f) the review body shall make its decisions or recommendations in a timely fashion, in writing, and shall include an explanation of the basis for each decision or recommendation.

- (c) 参与方应享有代表和陪同权；
- (d) 参与方应享有获取所有程序文件的权利；• (e) 参与方应有权请求程序公开进行并可提供证人；及
- (f) 审查机构应以及时方式、书面形式作出其决定或建议，并应包括对每项决定或建议的依据说明。

7. Each Party shall adopt or maintain procedures that provide for:

- (a) rapid interim measures to preserve the supplier's opportunity to participate in the procurement. Such interim measures may result in suspension of the procurement process. The procedures 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. Just cause for not acting shall be provided in writing; and
- (b) corrective action or compensation for the loss or damages suffered, which may be limited to either the costs for the preparation of the tender or the costs relating to the challenge, or

7. 每一缔约方应采纳或维持规定以下内容的程序：

- (a) 快速临时措施以保障供应商参与机会。此类临时措施可能导致采购过程中止。相关程序可规定，在决定是否适用此类措施时，可考虑对相关利益（包括公共利益）造成的压倒性不利后果。不采取行动的正当理由应以书面形式提供；及
- (b) 纠正措施或对所受损失或损害的补偿，可仅限于投标准备成本或质疑相关费用，或

both, if a review body has determined that there has been a breach or a failure as referred to in paragraph 1.

两者兼有，前提是审查机构已确定存在第1款所述的违约或未履行行为。

Article10.19: Modifications and rectifications to coverage

1. A Party may modify an Annex to this Chapter.

2. When a Party modifies an Annex to this Chapter, the Party shall:

- (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.

3. Notwithstanding paragraph 2(b), a Party is not required to provide compensatory adjustments if:

- (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;

第10.19条：覆盖范围的修改和更正

1. 缔约方可修改本章的附件。

2. 当缔约方修改本章附件时，该缔约方应：

• (a) 以书面形式通知另一方；且• (b) 在通知中包含对另一方适当的补偿性调整提议，以保持与修改前相当的覆盖水平。

3. 尽管有第2款(b)项的规定，缔约方在以下情况下无需提供补偿性调整：

• (a) 所涉修改为轻微调整或纯形式性质的纠正；或

• (b) 拟议修改涉及一个实体，该缔约方已有效消除对其的控制或影响。

4. 如另一方对以下事项提出争议：

• (a) 根据第2(b)条提出的调整是适当的，以维持共同决定的覆盖范围的相当水平；

- *(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 2(a) or be deemed to have accepted the adjustment or proposed modification, including for the purposes of Chapter 17 (Dispute Settlement).

- (b) 提议的修改是第3(a)条下的轻微调整或纠正；或
- (c) 提议的修改涵盖了一个实体，该缔约方已根据第3(b)条有效消除了对该实体的控制或影响，

应在收到第2(a)条所述通知后30天内以书面形式提出反对，否则将被视为已接受调整或拟议修改，包括为第17章（争端解决）之目的。

Chapter 11: Intellectual property

第11章：知识产权

Article 11.1: Objectives

The objectives of this Chapter are to:

- (a) maintain a balance between the rights of intellectual property right holders and the legitimate interests of intellectual property users with regard to intellectual property;
- (b) facilitate international trade and economic, social and cultural development through the dissemination of ideas, technology and creative works; and
- (c) facilitate the enforcement of intellectual property rights with a view, among other things, to eliminating trade in goods infringing intellectual property rights.

第11.1条：目标

本章的目标是：

- (a) 在知识产权权利持有人的权利与知识产权使用者在知识产权方面的合法利益之间保持平衡；
- (b) 通过思想、技术和创意作品的传播，促进国际贸易以及经济、社会和文化发展；以及
- (c) 促进知识产权的执行，除其他外，旨在消除侵犯知识产权的货物贸易。

Article 11.2: Affirmation of International Agreements

1. The Parties affirm their rights and obligations under the WTO *Agreement on Trade-Related Aspects of Intellectual Property Rights* (TRIPS Agreement) and other intellectual property agreements to which both Parties are party.

2. The Parties confirm that the TRIPS Agreement can and should be interpreted and implemented in a manner supportive of WTO Members' right to protect public

第11.2条：国际协议的确认

1. 双方确认其在世界贸易组织与贸易相关的知识产权协议(TRIPS协议)及其他双方均为缔约方的知识产权协议下的权利与义务。

2. 双方确认，TRIPS协议能够且应当以支持WTO成员保护公众权利的方式进行解释和实施。

health and, in particular, to promote access to medicines for all. In this regard, the Parties affirm 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. The Parties take note of the WTO's General Council Decision on the *Implementation of Paragraph 6 of the Doha Declaration on the TRIPS Agreement and Public Health* of 30 August 2003 and the *Protocol amending the TRIPS Agreement* adopted 6 December 2005.

健康，特别是促进全民药物获取的权利。为此，双方申明有权充分利用TRIPS协议中设立的灵活性，包括与公共卫生保护特别是促进全民药物获取相关的条款。双方注意到WTO总理事会2003年8月30日通过的关于*TRIPS*协议与公共卫生的多哈宣言第*6*段实施决定以及2005年12月6日通过的*TRIPS*协议修正议定书。

Article 11.3: Protection of Geographical Indications

第11.3条：地理标志保护

1. This Article concerns the protection in each of the Parties of geographical indications of wines and spirits originating in the territory of the other Party.

1. 本条涉及每一缔约方对原产于另一方领土的葡萄酒和烈酒地理标志的保护。

2. Part A of Annex I contains geographical indications originating and protected in Canada. The terms listed in Part A of Annex I are eligible for registration as protected geographical indications in Ukraine.

2. 附件一A部分包含原产并受保护于加拿大的地理标志。附件一A部分所列术语有资格在乌克兰注册为受保护的地理标志。

3. Part B of Annex I contains geographical indications originating and protected in Ukraine. The terms listed in Part B of Annex I are eligible for registration as protected geographical indications in Canada.

3. 附件一B部分包含原产并受保护于乌克兰的地理标志。附件一B部分所列术语有资格在加拿大注册为受保护的地理标志。

4. In order to secure protection, the authorities responsible for particular geographical indications in each Party shall apply for registration for protection in the territory of the other Party, in accordance with the procedures and requirements prescribed by the law of the other Party. The protection by each Party of these geographical indications shall be in accordance with Articles 22 through 24 of the TRIPS Agreement and subject to the exceptions provided in Article 24 of the TRIPS Agreement.

4. 为获得保护，每一缔约方负责特定地理标志的当局应根据另一方法律规定的程序和要求，向另一方领土申请注册保护。每一缔约方对这些地理标志的保护应符合TRIPS协议第22至24条的规定，并受TRIPS协议第24条所规定例外的约束。

5. Each Party may adopt or maintain procedures that provide for the cancellation of the protection afforded to a geographical indication within its territory.

5. 每一缔约方可采取或维持相关程序，以取消其领土内对某一地理标志提供的保护。

6. If a geographical indication of a Party listed in Annex I ceases to be protected in the territory of its place of origin or falls into disuse in that place, that Party shall notify the other Party and request cancellation of the registration.

6. 如附件一所列某一缔约方的地理标志在其原产地领土内不再受保护或在该地废弃使用，该缔约方应通知另一缔约方并请求取消注册。

7. In accordance with the procedure established in paragraph 9, the Joint Commission established under Article 16.1 (Joint Commission) may amend Annex I by removing a geographical indication of a wine or spirit which has ceased to be protected, or has fallen into disuse in Canada from Part A, or a geographical indication of a wine and spirit which has ceased to be protected, or has fallen into disuse in Ukraine from Part B.

7. 根据第9款设立的程序，依据第16.1条（联合委员会）设立的联合委员会可通过以下方式修订附件一：从A部分移除已在加拿大不再受保护或废弃使用的葡萄酒或烈酒地理标志，或从B部分移除已在乌克兰不再受保护或废弃使用的葡萄酒和烈酒地理标志。

8. In accordance with the procedure established in paragraph 9, the Joint Commission may amend Annex I by adding a geographical indication of a wine or

8. 根据第9款设立的程序，联合委员会可通过向A部分添加源自加拿大并受保护的葡萄酒或

spirit originating and protected in Canada to Part A, and a geographical indication of a wine or a spirit originating and protected in Ukraine to Part B.

9. The Joint Commission, when exercising its powers of paragraph 7 or 8, shall act by consensus and on a recommendation by the Committee on Intellectual Property established under Article 11.12.

烈酒的地理标志，并向B部分添加源自乌克兰并受保护的葡萄酒或烈酒的地理标志，以修订附件一。

9. 联合委员会在行使第7段或第8段权力时，应基于共识并根据第11.12条设立的知识产权委员会的建议行事。

Article 11.4: Enforcement of Intellectual Property Rights

1. Each Party shall ensure that enforcement procedures are available under its legislation so as to permit effective action against any act of infringement of intellectual property rights[Footnote1], including expeditious remedies to prevent infringements and remedies which constitute a deterrent to further infringements. These procedures shall be applied in such a manner as to avoid the creation of barriers to legitimate trade and to provide for safeguards against their abuse.

2. Procedures concerning the enforcement of intellectual property rights shall be fair and equitable. They shall not be unnecessarily complicated or costly, or entail unreasonable time-limits or unwarranted delays.

第11.4条：知识产权执法

1. 每一缔约方应确保其立法下提供执行程序，以便对任何知识产权侵权行为采取有效行动[Footnote]，包括防止侵权的快速救济和构成对进一步侵权威慑的救济措施。这些程序的适用方式应避免对合法贸易造成障碍，并提供防止滥用的保障。

2. 有关知识产权执法的程序应公平公正。这些程序不应不必要地复杂或昂贵，也不应包含不合理的时间限制或无故延误。

Article 11.5: Criminal Procedures

Each Party shall provide for criminal procedures and penalties to be applied at least in cases of wilful trademark counterfeiting or copyright piracy on a commercial scale. Remedies available shall include either imprisonment or monetary fines or both, sufficient to provide a deterrent, consistent with the level of penalties applied for crimes of a corresponding gravity. In appropriate cases, remedies available shall also include the seizure, forfeiture and destruction of the infringing goods and any materials or implements the predominant use of which has been in the commission of the offence. Each Party may provide for criminal procedures and penalties to be applied in other cases of infringement of intellectual property rights, in particular when they are committed wilfully and on a commercial scale.

第11.5条：刑事程序

每一缔约方应规定刑事程序和处罚，至少适用于故意商标假冒或商业规模版权盗版案件。可用的救济应包括监禁或罚款或两者并处，其程度应与相应严重性犯罪所适用的处罚水平一致，足以形成威慑。在适当情况下，可用救济还应包括扣押、没收和销毁侵权商品及主要用于实施违法行为之任何材料或工具。每一缔约方可规定刑事程序和处罚适用于其他知识产权侵权案件，特别是当这些行为系故意且以商业规模实施时。

Article 11.6: Camcording

1. Each Party shall provide for criminal procedures and penalties to be applied in accordance with that Party's laws and regulations for the unauthorised copying of a cinematographic work, or any part thereof, from a performance in a movie theatre.

2. For an offence specified in paragraph 1, each Party shall provide penalties that include imprisonment as well as monetary fines[Footnote2] sufficiently high to provide

条款 11.6: 盗录

1. 每一缔约方应依据其缔约方法律和法规，针对在电影院盗录电影作品或其任何部分的行为，规定相应的刑事程序和处罚。

2. 对于第1款中规定的违法行为，每一缔约方应规定包括监禁和[Footnote]足够高的罚款在内的处罚，以提供

a deterrent against future acts of infringement, consistent with the level of penalties applied for crimes of a corresponding gravity.

Article 11.7: Special Measures Against Copyright Infringers on the Internet or other Digital Networks

1. Each Party's civil and criminal enforcement procedures shall apply to infringement of copyright or related rights on the Internet or other digital networks, which may include the unlawful use of means of widespread distribution for infringing purposes.

2. A Party may provide its competent authorities, in accordance with its law, with the authority to order an online service provider to disclose expeditiously to a right holder information sufficient to identify a subscriber whose account was allegedly used for infringement, if that right holder has filed a legally sufficient claim for copyright or related rights infringement, and if that information is being sought for the purpose of protecting or enforcing those rights.

3. Each Party shall endeavour to promote cooperative efforts within the business community to effectively address copyright or related rights infringement while preserving legitimate competition and, consistent with that Party's domestic law, preserving fundamental principles such as freedom of expression, fair process, and privacy.

4. Each Party shall adopt or maintain measures to curtail copyright and related right infringement on the Internet or other digital network.

5. Each Party shall implement the procedures referred to in this Article in a manner that avoids the creation of barriers to legitimate activity, including electronic commerce and, consistent with that Party's law, preserves fundamental principles such as freedom of expression, fair process, and privacy.Footnote3

Article 11.8: Special Requirements Related to Border Measures

1. For the purposes of this Article, goods infringing an intellectual property right mean counterfeit trademark goods or pirated copyright goods as defined in footnote 14 of Article 51 of the TRIPS Agreement.Footnote4

2. Each Party shall permit its competent authorities to request that right holder supply relevant information to assist in taking the border measures referred to in

与相应严重性犯罪所适用处罚水平一致的威慑，防止未来侵权行为。

第11.7条：针对互联网或其他数字网络上版权侵权者的特别措施

网络

1. 每一缔约方的民事和刑事执行程序应适用于互联网或其他数字网络上的版权或相关权利侵权行为，其中可能包括为侵权目的而非法使用广泛传播手段的行为。

2. 缔约方可依据其法律，授权其主管当局命令在线服务提供商迅速向权利持有人披露足以识别涉嫌用于侵权的订阅者的信息，前提是该权利持有人已就版权或相关权利侵权行为提出法律上充分的索赔，且该信息系为保护或执行上述权利之目的而寻求。

3. 每一缔约方应努力推动商业社区内的合作，以有效应对版权或相关权利侵权行为，同时维护合法竞争，并遵循该缔约方国内法，保障言论自由、公平程序及隐私等基本原则。

4. 每一缔约方应采取或维持措施，以减少互联网或其他数字网络上的版权和相关权利侵权行为。

5. 每一缔约方应以避免对合法活动（包括电子商务）造成障碍的方式实施本条款所述程序，并符合该缔约方法律，维护言论自由、公平程序和隐私等基本原则。Footnote

第11.8条：与边境措施相关的特殊要求

1. 就本条款而言，侵犯知识产权的货物指TRIPS协议第51条脚注14所定义的假冒商标货物或盗版版权商品。Footnote

2. 每一缔约方应允许其主管当局请求权利持有人提供相关信息，以协助采取本条款所述的边境措施。

this Article. A Party may also allow a right holder to supply relevant information to its competent authorities.

3. Each Party shall adopt or maintain procedures with respect to import and export shipments[Footnote5] under which its competent authorities may act upon their own initiative to suspend the release of, or to detain, goods suspected of infringing an intellectual property right.

4. Each Party shall adopt or maintain procedures with respect to import and export shipments under which a right holder may request the competent authorities of the Party providing the procedures to suspend the release of, or to detain, goods suspected of infringing an intellectual property right.

5. Each Party may provide that, if the applicant has abused the procedures described in this Article or if there is due cause, that Party's competent authorities have the authority to deny, suspend, or void the application.

6. Each Party shall adopt or maintain procedures by which its competent authorities may determine, within a reasonable period of time after the initiation of the procedures described in paragraph 3 or 4, if the goods suspected of infringing an intellectual property right infringe an intellectual property right.

7. Each Party may exclude from the application of this Article small quantities of goods of a non-commercial nature contained in travellers' personal luggage or sent in small consignments.

缔约方也可允许权利持有人向其主管当局提供相关信息。

3. 每一缔约方应针对进出口货物制定或维持相关程序[Footnote]，使其主管当局可依职权中止放行或扣留涉嫌侵犯知识产权的货物。

4. 每一缔约方应针对进出口货物制定或维持相关程序，使权利持有人可请求提供该程序的缔约方主管当局中止放行或扣留涉嫌侵犯知识产权的货物。

5. 每一缔约方可规定，若申请人滥用本条款所述程序或存在正当理由，该缔约方主管当局有权拒绝、中止或撤销申请。

6. 每一缔约方应制定或维持相关程序，使其主管当局能在启动第3段或第4段所述程序后的合理时间段内，判定涉嫌侵犯知识产权的货物是否构成侵权。

7. 每一缔约方可排除旅客个人行李中或通过小件托运发送的非商业性质的少量货物对本条款的适用。

Article 11.9: Cooperation on Enforcement of Intellectual Property Rights

1. The Parties recognize the challenges related to the enforcement of intellectual property rights, particularly in trans-border contexts. The Parties shall endeavour to cooperate, as appropriate, to stem the economic and social costs of trade-mark counterfeiting and copyright piracy in accordance with each Party's law.

2. Each Party shall endeavour to encourage the development of expertise for the enforcement of intellectual property rights. The Parties shall also endeavour to exchange information and share best practices in areas of mutual interest relating to the enforcement of intellectual property rights in accordance with each Party's domestic law.

3. The Parties' respective competent authorities may cooperate, as appropriate, to better identify and target the inspection of shipments suspected of containing certain counterfeit trademark or pirated copyright, and, in doing so, endeavour to:

- (a) share information on innovative approaches that may be developed to provide greater analytical targeting of shipments that could contain counterfeit or pirated goods; and

条款11.9：知识产权执法合作

1. 双方认识到知识产权执法面临的挑战，尤其是在跨境环境中。双方应酌情努力合作，根据每一缔约方法律遏制商标假冒和版权盗版的经济和社会成本。

2. 每一缔约方应努力鼓励发展知识产权执法的专业知识。双方还应努力根据每一缔约方的国内法，在知识产权执法相关共同利益领域交换信息和分享最佳实践。

3. 双方各自的主管当局可酌情合作，以更好地识别和针对涉嫌含有某些假冒商标或盗版版权的运输进行检查，并在此过程中努力：

- (a) 分享可能开发的创新方法信息，以提供对可能含有假冒或盗版版权商品的运输的更精准分析定位；以及

- (b) share information and intelligence regarding shipments of suspected counterfeit trademark or pirated copyright goods in appropriate cases.

Article 11.10: Other Areas of Cooperation

Recognizing the growing importance of intellectual property rights in promoting innovation, social, economic, and cultural development, as well as economic competitiveness in a knowledge based economy, the Parties endeavour to cooperate, subject to availability of resources, in the field of intellectual property in areas of mutual interest.

Article 11.11: Designation of Contact Points

Each Party shall designate a Contact Point to facilitate communications between the Parties on intellectual property, and shall notify the other Party of the Contact Point and any changes to the Contact Point.

Article 11.12: Committee on Intellectual Property

1. The Parties hereby establish a Committee on Intellectual Property (Committee) composed of representatives of each Party with expertise in intellectual property.

2. The Committee shall be co-chaired by a representative of each Party.

3. The Committee shall:

- (a) discuss topics relevant to the protection and enforcement of intellectual property rights covered by this Chapter, and any other relevant issue as mutually decided by the Parties;
- (b) provide a forum for consultations pursuant to Article 11.15;
- (c) oversee the Parties' cooperation under this Chapter; and
- (d) make any recommendation to the Joint Commission established under Article 16.1 (Joint Commission) to amend Annex I pursuant to Article 11.3.9.

4. The Parties shall endeavour to increase opportunities for cooperation in the field of intellectual property. This cooperation may include:

- (a) promoting the development of contacts among the Parties' respective competent authorities that have an interest in the field of intellectual property;
- (b) exchanging information on:
    - (i) each Party's legislation, procedures, policies, activities, and experiences in the field of intellectual property,

- (b) 在适当情况下，分享关于涉嫌假冒商标或盗版版权商品运输的信息和情报。

第11.10条：其他合作领域

认识到知识产权在促进创新、社会、经济和文化发展以及知识经济中的经济竞争力方面日益重要，双方致力于在资源允许的情况下，在共同关注的知识产权领域开展合作。

第11.11条：联络点的指定

每一缔约方应指定一个联络点，以便利双方在知识产权方面的沟通，并应将联络点及其任何变更通知另一方。

第11.12条：知识产权委员会

1. 双方特此设立一个知识产权委员会（委员会），由每一缔约方具有知识产权专业知识的代表组成。

2. 委员会应由每一缔约方的一名代表共同担任主席。

3. 委员会应：

• (a) 讨论与本章所涵盖的知识产权保护和执行相关的议题，以及双方共同决定的其他相关事项；• (b) 根据第11.15条提供磋商论坛；• (c) 监督双方在本章下的合作；以及• (d) 向根据第16.1条（联合委员会）设立的联合委员会提出任何建议，以根据第11.3.9条修订附件一。

4. 双方应努力增加知识产权领域合作的机会。此类合作可包括：

• (a) 促进对知识产权领域感兴趣的缔约方各自主管当局之间联系的发展；• (b) 就以下方面交换信息：• (i) 每一缔约方在知识产权领域的立法、程序、政策、活动和经验，

- (ii) the implementation of intellectual property systems aimed at promoting the efficient registration of intellectual property rights, and
- (iii) appropriate initiatives to promote public awareness of intellectual property rights.

5. With the exception of consultations pursuant to Article 11.15, the Committee shall meet as mutually decided by the Parties. Committee meetings may be held in person, by videoconference, by telephone, or by other means.

Article 11.13: Transparency

With the aim of making the protection and enforcement of intellectual property rights transparent, each Party shall ensure that its laws, regulations, and procedures concerning intellectual property rights are published or otherwise made available in a manner that enables the other Party or any interested person to become acquainted with them.

Article 11.14: Disclosure of Information

This Chapter does not require a Party to disclose information that would impede law enforcement, be contrary to its law, or that is exempt from disclosure under its law.

Article 11.15: Consultations

1. Either Party may request consultations with the other Party regarding any actual or proposed measure, or any other matter which that Party considers might negatively affect intellectual property interests.

2. Upon a request pursuant to paragraph 1, the Parties shall consult each other within the framework of the Committee established under Article 11.12 to consider ways of reaching a mutually satisfactory solution. In doing so, each Party shall:

- (a) endeavour to provide sufficient information to enable a full examination of the matter; and
- (b) maintain the confidentiality of the information provided by the other Party in the course of consultations.

3. Consultations within the framework of the Committee shall be conducted within 60 days following the request for consultations.

4. If the Parties are unable to reach a mutually satisfactory solution pursuant to the consultations under paragraph 2, either Party may refer the matter to the Joint Commission established under Article 16.1 (Joint Commission).

• (ii) 旨在促进知识产权高效注册的知识产权制度的实施，以及• (iii) 提高公众知识产权意识的适当举措。

5. 除依据第11.15条进行的磋商外，委员会应按照双方共同决定的时间召开会议。委员会会议可采用面对面、视频会议、电话或其他方式举行。

第11.13条：透明度

为使知识产权保护与执法更具透明度，每一缔约方应确保其关于知识产权的法律、法规及程序以出版或其他方式提供，以便另一方或任何利害关系人得以知悉。

第11.14条：信息披露

本章不要求缔约方披露会妨碍执法、违反其法律或根据其法律免于披露的信息。

第11.15条：磋商

1.任一方可就任何实际或拟议措施，或该缔约方认为可能对知识产权利益产生负面影响的任何其他事项，请求与另一方进行磋商。

2.根据第1款提出请求后，缔约方应在第11.12条设立的委员会框架内相互协商，以寻求达成双方满意的解决方案。在此过程中，每一缔约方应：

• (a)尽力提供充分信息以便全面审查该事项；以及• (b)对另一方在磋商过程中提供的信息保持保密性。

3.委员会框架内的磋商应在请求磋商后60天内进行。

4. 如双方无法根据第2款下的磋商达成双方满意的解决方案，任一方可将该事项提交根据第16.1条（联合委员会）设立的联合委员会。

Article 11.16: Dispute Settlement

A Party shall not have recourse to dispute settlement under Chapter 17 (Dispute Settlement) for any matter arising under this Chapter.

Annex I – List of Wines and Spirits Eligible for Protection as Geographical Indications in the Territory of the Parties

Part A – Geographical Indications of Canada

(a) For wines:

- BC Gulf Islands
- Beamsville Bench
- British Columbia
- Creek Shores
- Fraser Valley
- Four Mile Creek
- Lake Erie North Shore
- Lincoln Lakeshore
- Niagara Escarpment
- Niagara Lakeshore
- Niagara Peninsula
- Niagara River
- Niagara-on-the-Lake
- Okanagan Valley
- Ontario
- Ontario Icewine
- Prince Edward County
- Similkameen Valley
- Short Hills Bench
- St. David's Bench
- Twenty Mile Bench
- Vancouver Island
- Vinemount Ridge

(b) For Spirits

- Canadian Rye Whisky

第11.16条：争端解决

缔约方不得就本章项下产生的任何事项诉诸第17章（争端解决）下的争端解决机制。

附件一 - 缔约方领土内可作为地理标志保护的葡萄酒和烈酒清单

A部分 - 加拿大的地理标志

(a) 对于葡萄酒:

• BC海湾群岛• 比姆斯维尔本奇• 不列颠哥伦比亚• 克里克肖尔斯• 弗雷泽河谷• 四英里溪• 伊利湖北岸• 林肯湖岸• 尼亚加拉悬崖• 尼亚加拉湖岸
• 尼亚加拉半岛
• 尼亚加拉河•
湖滨尼亚加拉• 奥卡纳根河谷• 安大略
• 安大略冰酒• 爱德华王子县• 西米尔卡米恩河谷• 肖特希尔斯本奇• 圣大卫本奇• 二十英里本奇
• 温哥华岛• 瓦因芒特岭

(b) 对于烈酒

• 加拿大黑麦威士忌

- Canadian Whisky

Part B – Geographical Indications of Ukraine

(a) For wines:

- Tavriya
- Sonyachna dolyna
- Novyisvit
- Meganom
- Magarach
- Zolota Balka
- Balaklava

(b) For spirits:

- Tavriya

Footnotes

Footnote 1

For the purposes of this Chapter, intellectual property rights refer to all categories of intellectual property rights that are the subject of Sections 1 through 7 of Part II of the TRIPS Agreement.

Return to footnote1referrer

Footnote 2

For greater certainty, there is no obligation for a Party to provide for the possibility of imprisonment and monetary fines to be imposed in parallel.

Return to footnote2referrer

Footnote 3

For instance, the procedures in this Article are without prejudice to a Party's law, adopting or maintaining a regime providing for limitations on the liability of, or on the remedies available against, online service providers while preserving the legitimate interests of right holders.

Return to footnote3referrer

Footnote 4

- 加拿大威士忌

B部分 - 乌克兰地理标志

(a) 对于葡萄酒:

- 塔夫里亚
- 索尼奇纳山谷
- 新斯维特
- 梅加诺姆
- 马加拉赫
- 佐洛塔巴尔卡
- 巴拉克拉瓦

(b) 对于烈酒:

- 塔夫里亚

脚注

脚注1

就本章而言，知识产权指TRIPS协议第二部分第1节至第7节所涉知识产权的所有类别。

返回脚注1referrer

脚注2

为进一步明确，缔约方无义务规定可并行实施监禁和罚款。

返回脚注2referrer

脚注3

例如，本条款中的程序不影响缔约方法律，采用或维持一种制度，规定对在线服务提供商的责任限制或可用的救济限制，同时保护权利持有人的合法利益。

返回脚注3referrer

脚注4

Footnote 14 of the TRIPS Agreement contains the following definitions:

- (a) “counterfeit trademark goods” shall mean any goods, including packaging, bearing without authorization a trademark which is identical to the trademark validly registered in respect of such goods, or which cannot be distinguished in its essential aspects from such a trademark, and which thereby infringes the rights of the owner of the trademark in question under the law of the country of importation;
- (b) “pirated copyright goods” shall mean any goods which are copies made without the consent of the right holder or person duly authorized by the right holder in the country of production and which are made directly or indirectly from an article where the making of that copy would have constituted an infringement of a copyright or a related right under the law of the country of importation.

Footnote 5

For greater certainty, reference to “import and export shipments” referenced in this Article need not include shipments moving “in-transit”.

Chapter 12: Environment

Article 12.1: Definitions

1. For the purposes of this Chapter:

Committee means the Committee on the Environment established by Article 12.16;

environmental laws means any statute or regulation of a Party or provisions thereof, including legally binding instruments thereunder,

TRIPS协议的脚注14包含以下定义：

- (a) “假冒商标商品”指任何未经授权使用与在该类商品上有效注册商标相同或基本特征无法区分的商标，并因此侵犯进口国法律下该商标所有权人权利的货物（包括包装）；
- (b)“盗版版权商品”指未经权利持有人或生产国正式授权人同意，直接或间接复制某条款项下内容而制作的副本，且该复制行为依据进口国法律构成侵犯版权或相关权利的商品。

Footnote 5

为明确起见，本条款所述“进出口货物”运输”不必包括“过境运输”中的运输。

第12章：环境

第12.1条：定义

1. 就本章而言：

委员会 指根据第12.16条设立的环境委员会；

环境法 指缔约方的任何法规或其条款，包括根据其制定的具有法律约束力的文

the primary purpose of which is the protection of the environment, or the prevention of a danger to human life or health, through:

- *(a) the prevention, abatement or control of the release, discharge or emission of pollutants or environmental contaminants;*
- *(b) the management of chemicals and waste and the dissemination of information related thereto; or*
- *(c) the conservation and protection of wild flora or wild fauna, including endangered species, their habitat and specially protected natural areas;*

but does not include any statute or regulation, or any provision thereof, directly related to worker health and safety, and does not include any statute or regulation, or any provision thereof, of which the primary purpose is managing the commercial harvest or exploitation, or subsistence or aboriginal harvesting, of natural resources;

***province** means a province of Canada, and includes Yukon, the Northwest Territories and Nunavut; and*

***Review Panel** means a panel established pursuant to 12.21.9.*

其主要目的是通过以下方式实现环境保护，或预防对人类生命或健康的危害：

- (a)预防、减少或控制污染物或环境有害物质的释放、排放或散发；
- (b)化学品和废物管理及相关信息传播；或
- (c)野生植物或野生动物的保护和保育，包括濒危物种、其栖息地及特别保护的自然区域；

但不包括任何直接涉及工人健康与安全的法规或其条款，也不包括主要目的为管理自然资源商业性采伐或开发、或自给性或原住民采伐的任何法规或其条款；

省 指加拿大的一个省，包括育空地区、西北地区和努纳武特地区；且**审查小组** 指根据第12.21.9条设立的专家组。

2. For the purposes of this Chapter, a Party has not failed to "**effectively enforce its environmental laws**" in a particular case if the action or inaction in question by an agency or official of that Party:

- (a) reflects a reasonable exercise of their discretion in respect of investigatory, prosecutorial, regulatory or compliance matters; or
- (b) results from a *bona fide* decision to allocate resources to enforcement in respect of other environmental matters determined to have a higher priority.

2. 就本章而言，如果一缔约方的机构或官员在特定案件中的作为或不作为符合以下情形，则该缔约方不构成未能**"有效执行其环境法"**：

- (a) 反映了其在调查、检察、监管或合规事项上合理行使裁量权；或
- (b) 源于善意决定将资源分配至被确定为具有更高优先级的其他环境事务的执行。

Article 12.2: Context and Objectives

1. The Parties recognize that each Party has sovereign rights to conserve and protect its environment and sustainably manage its natural resources. They affirm their environmental obligations under their law, as well as their international obligations under multilateral environmental agreements to which they are a party.

2. The Parties further recognize the mutual supportiveness between trade and environmental policies and the need to implement this Agreement in a manner consistent with environmental protection and conservation.

第12.2条：背景与目标

1. 双方认识到，每一缔约方均拥有保护其环境及可持续管理其自然资源的主权权利。双方确认其法律规定的环境义务，以及作为缔约方参与的多边环境协定所规定的国际义务。

2. 双方进一步认识到贸易与环境政策之间的相互支持性，以及需要以符合环境保护和保护的方式实施本协定。

Article 12.3: Levels of Protection

第12.3条：保护水平

Recognizing the right of each Party to set its own environmental priorities, to establish its own levels of environmental protection and to adopt or modify its environmental laws and policies accordingly, each Party shall strive to ensure that those laws and policies provide for and encourage high levels of environmental protection and shall strive to continue to improve them and their underlying levels of protection.

认识到每一缔约方有权制定其自身的环境优先事项，确立其自身的环境保护水平，并据此通过或修改其环境法律和政策，每一缔约方应努力确保这些法律和政策规定并鼓励高水平的环境保护，并应努力持续改进这些法律和政策及其基础保护水平。

Article 12.4: Compliance With and Enforcement of Environmental Laws

1. A Party shall not fail to effectively enforce its environmental laws, through a sustained or recurring course of action or inaction, in a manner that affects trade or investment between the Parties.

2. Each Party shall ensure that violations of its environmental laws can be remedied or sanctioned under its law through judicial, quasi-judicial or administrative proceedings.

第12.4条：环境法的遵守与执行

1. 一缔约方不得通过持续或反复的行动或不行动，以影响双方之间贸易或投资的方式，未能有效执行其环境法。

2. 每一缔约方应确保其环境法的违规行为可通过司法、准司法或行政诉讼程序根据其法律得到补救或制裁。

Article 12.5: Non-derogation

Each Party recognizes that it is inappropriate to encourage trade or investment by weakening or reducing the level of protection afforded in its environmental laws. Accordingly, a Party shall not waive, or otherwise derogate from, or offer to waive or otherwise derogate from,

第12.5条：不减损

每一缔约方认识到，通过削弱或降低其环境法所提供的保护水平来鼓励贸易或投资是不恰当的。因此，缔约方不得放弃或以其他方式减损，或提议放弃或以其他方式减损，

its environmental laws, in a manner that weakens or reduces the protections afforded in those laws, to encourage trade or investment.

其环境法，以削弱或降低这些法律所提供的保护的方式，来鼓励贸易或投资。

Article 12.6: Environmental Impact Assessment

1. Each Party shall maintain appropriate procedures for assessing the environmental impacts of proposed projects which may cause significant adverse effects on the environment, with a view to avoiding or minimizing such adverse effects.

2. Each Party shall ensure that its environmental assessment procedures provide for the disclosure of information to the public concerning proposed projects subject to assessment and, in accordance with its law, shall allow for public participation in such procedures.

第12.6条：环境影响评估

1. 每一缔约方应维持适当的程序，用于评估可能对环境造成重大不利影响的拟议项目的环境影响，以期避免或尽量减少此类不利影响。

2. 每一缔约方应确保其环境评估程序规定向公众披露有关接受评估的拟议项目的信息，并根据其法律，允许公众参与此类程序。

Article 12.7: Public Awareness

Each Party shall promote public awareness of its environmental legislation by ensuring that relevant information is available to the public, including information about enforcement and compliance procedures.

第12.7条：公众意识

每一缔约方应通过确保公众能够获取相关信息（包括关于执法和合规程序的信息）来提升公众对其环境法规的意识。

Article 12.8: Private Access to Remedies

第12.8条：私人救济途径

1. Each Party shall ensure that an interested person residing in or established in its territory may request the Party's competent authorities to investigate an alleged violation of its environmental laws and shall give such a request due consideration, in accordance with its law.

1. 每一缔约方应确保居住于或设立于其领土内的利害关系人可请求该缔约方的主管当局调查涉嫌违反其环境法的行为，并应根据其法律对此类请求给予适当考虑。

2. Each Party shall provide a person with a legally recognized interest in a particular matter under its legislation appropriate access to administrative, quasi-judicial or judicial proceedings for:

2. 每一缔约方应根据其立法，为在特定事项中拥有法律认可利益的个人提供适当的行政、准司法或司法程序途径，以便：

- (a) the enforcement of the Party's environmental laws; and
- (b) seeking remedies for a violation of those laws.

- (a) 执行该方的环境法；以及
- (b) 寻求对这些法律违反行为的救济。

Article 12.9: Procedural Guarantees

第12.9条：程序保障

1. Each Party shall ensure that an administrative, quasi-judicial or judicial proceeding referred to in Article 12.8.2 is fair, equitable and transparent and to this end shall ensure that the proceeding:

1. 每一缔约方应确保第12.8.2条所述的行政、准司法或司法程序公平、公正和透明，并为此确保该程序：

- (a) complies with due process of law;
- (b) is open to the public, except if the administration of justice requires otherwise;
- (c) entitles the parties to the proceeding to support or defend their respective positions and to present information or evidence; and

- (a) 符合法律正当程序；
- (b) 向公众开放，除非司法行政另有要求；
- (c) 允许程序各方支持或捍卫各自立场，并提供信息或证据；且

- (d) is not unnecessarily complicated and does not entail an unreasonable fee or time limit or an unwarranted delay.

2. Each Party shall provide that a final decision on the merits of the case in the proceeding is:

- (a) in writing and, if appropriate, states the reasons on which the decision is based;
- (b) made available without undue delay to the parties in the proceeding and, in accordance with its law, to the public; and
- (c) based on information or evidence presented by the parties to the proceeding.

3. Each Party shall further provide, as appropriate, that parties to the proceeding have the right, in accordance with its law, to seek review and, if warranted, correction or redetermination, of a final decision in the proceeding.

4. Each Party shall ensure that a tribunal that conducts or reviews the proceeding is impartial and independent, and does not have any substantial interest in the outcome of the matter.

Article 12.10: Corporate Social Responsibility

Recognizing the substantial benefits brought by international trade and investment, each Party shall encourage voluntary best practices

- (d) 不无谓复杂化，且不涉及不合理费用、时限或无故延迟。

2. 每一缔约方应确保诉讼程序中关于案件实质问题的最终决定：

• (a) 以书面形式作出，并在适当时说明决定的理由；• (b) 在不无故延迟的情况下向诉讼程序各方提供，并根据其法律向公众提供；以及• (c) 基于程序各方提供的信息或证据。

3. 每一缔约方还应酌情确保，程序各方有权根据其法律对诉讼程序中的最终决定寻求审查，并在有正当理由时寻求更正或重新裁定。

4. 每一缔约方应确保主持或审查程序的法庭公正和独立，且对事项结果无任何重大利益。

第12.10条：企业社会责任

认识到国际贸易和投资带来的巨大利益，每一缔约方应鼓励企业在其领土内设

of corporate social responsibility by enterprises established in its territory or subject to its jurisdiction, to strengthen coherence between economic and environmental objectives.

的企业社会责任，以加强经济和环境目标之间的一致性。

Article 12.11: Measures to Enhance Environmental Performance

1. The Parties recognize that flexible, voluntary and incentive-based measures can contribute to the achievement and maintenance of a high level of environmental protection, complementing regulatory measures under environmental laws. In accordance with its law and policy, each Party shall promote the development and use of such measures.

2. In accordance with its law and policy, each Party shall promote the development, establishment, maintenance or improvement of performance goals and standards used in measuring environmental performance.

第12.11条：提升环境绩效的措施

1. 双方认识到，灵活、自愿和激励性措施有助于实现和保持高水平的环境保护，并补充环境法律下的监管措施。根据其法律和政策，每一缔约方应促进此类措施的开发和使用。

2. 根据其法律和政策，每一缔约方应促进用于衡量环境绩效的绩效目标和标准的制定、确立、维护或改进。

Article 12.12: National Contact Point

Each Party shall designate an official within the appropriate agency or ministry to serve as its National Contact Point and inform each other of this designation.

第12.12条：国家联络点

每一缔约方应在其相关机构或部门内指定一名官员作为国家联络点，并相互通报此项指定。

Article 12.13: Public Information and Accountability

1. An interested person residing in or established in the territory of either Party may submit a written question to either Party through its National Contact Point, indicating that the question is being submitted pursuant to this Article regarding a Party's obligations under this Chapter.

2. The Party receiving the question shall acknowledge the question in writing, forward the question to the appropriate authority and provide a response in a timely manner.

3. If an interested person submits a question to a Party that relates to the obligations of the other Party, the Party that receives the question shall, in a timely manner, provide to the other Party a copy of the question and its response referring the question to the other Party.

4. Each Party shall, in a timely manner, make publicly available all of the questions it receives and its responses to those questions.

Article 12.14: Party-to-Party Information Exchange

A Party may notify the other Party of, and provide to that Party, any credible information regarding a possible violation of, or failure to

第12.13条：公共信息与问责

1. 居住于或设立于任一方领土内的利害关系人，可通过国家联络点向任一方提交书面问题，并注明该问题是根据本条款关于缔约方在本章下义务的规定所提交。

2. 接收问题的缔约方应以书面形式确认问题，将其转交相关主管机关并及时提供答复。

3. 若利害关系人向某一缔约方提交涉及另一方义务的问题，接收问题的缔约方应及时向另一方提供问题副本及其回应，并将问题转交另一方。4. 每一缔约方应及时公开其收到的所有问题及对这些问题作出的回应。

第12.14条：缔约方间信息交换

一缔约方可就可能的违反或其环境法的未履行向另一缔约方通知，并向该缔约

effectively enforce its environmental laws. This information shall be specific and sufficient to allow the other Party to inquire into the matter. The notified Party shall take appropriate steps to make inquiries, in accordance with its law, and to respond to the other Party.

该信息应具体且充分，以便另一方能够就该事项进行咨询。被通知的缔约方应根据其法律采取适当步骤进行咨询，并对另一方作出回应。

Article 12.15: Cooperative Activities

1. The Parties recognize that cooperation is an effective way to achieve the objectives and fulfill the obligations of this Chapter. Accordingly, and subject to the availability of resources, the Parties may develop programs of cooperative activities based on their respective priorities.

2. Each Party may involve the public, interested stakeholders and any other entity that the Party deems appropriate in activities undertaken pursuant to this Article.

3. The Parties shall strive to strengthen their cooperation on environmental issues in other bilateral, regional and multilateral forums in which they participate.

第12.15条：合作活动

1. 双方认识到合作是实现本章目标和履行义务的有效途径。因此，在资源允许的情况下，双方可根据各自的优先事项制定合作活动计划。2. 每一缔约方可让公众、利益相关方及该缔约方认为适当的任何其他实体参与根据本条开展的活动。

3. 双方应努力加强在参与的其他双边、区域及多边论坛中针对环境问题的合作。

Article 12.16: Committee on the Environment

1. The Parties hereby establish a Committee on the Environment (Committee), composed of senior representatives of each Party. The Committee shall:

第12.16条：环境委员会

1. 双方特此设立一个环境委员会（委员会），由每一缔约方的高级代表组成。委员会应：

- (a) oversee and review the implementation of this Chapter, including any cooperative activity undertaken by the Parties;
- (b) discuss any matter of common interest; and
- (c) perform any other function the Parties may decide.

• (a) 监督和审查本章的实施情况，包括双方开展的任何合作活动；• (b) 讨论任何共同关注的议题；以及• (c) 履行双方可能决定的其他职能。

2. The Committee shall meet for the first time no later than one year following the entry into force of this Agreement and subsequently as mutually decided.

2. 委员会应在本协定生效后不迟于一年内召开首次会议，此后根据双方决定的时间举行会议。

3. Canada shall notify the Committee of any declaration provided to Ukraine under paragraph 1 of Annex 12-B.

3. 加拿大应向委员会通知根据附件12-B第1款向乌克兰提供的任何声明。

4. The Committee shall prepare a summary record of each meeting unless the Committee decides otherwise. The Committee may prepare reports and recommendations on any activity or action related to the implementation of this Chapter. A copy of these reports and recommendations shall be submitted to the Joint Commission for its consideration. These reports may include recommendations to update Annex 1-A – Multilateral Environmental Agreements.

4. 委员会应编制每次会议的摘要记录，除非委员会另有决定。委员会可就本章实施相关的任何活动或行动编制报告和建议。这些报告和建议的副本应提交联合委员会供其审议。报告可包含更新附件1-A——多边环境协定的建议。

5. Summary records, reports and recommendations of the Committee meetings shall be made available to the public, unless otherwise decided by the Parties.

5. 委员会会议的摘要记录、报告和建议应向公众提供，除非缔约方另有决定。

Article 12.17: Review

第12.17条：审查

1. The Committee shall consider undertaking a review of the implementation of this Chapter, with a view to improving its operation and effectiveness, within five years of the date of the entry into force of this Agreement.

1. 委员会应考虑在本协定生效之日起五年内对本章的实施情况进行审查，以期改进其运作和有效性。

2. The Committee may provide for the participation of the public and independent experts in the review process.

2. 委员会可安排公众及独立专家参与审查过程。

3. The Parties shall make the results of the review available to the public.

3. 缔约方应将审查结果向公众公开。

Article 12.18: Public Engagement

第12.18条：公众参与

1. Each Party shall inform the public of activities, including meetings of the Parties and cooperative activities, undertaken to implement this Chapter.

1. 每一缔约方应告知公众为实施本章而开展的活动，包括缔约方会议及合作活动。

2. Each Party shall endeavour to engage the public, as appropriate, in activities undertaken to implement this Chapter.

2. 每一缔约方应酌情努力让公众参与为实施本章而开展的活动。

Article 12.19: Disclosure of Information

第12.19条：信息披露

This Chapter does not require a Party to release information that would be otherwise prohibited or exempt from disclosure under its legislation, including those concerning access to information and privacy.

本章不要求缔约方发布根据其立法本应禁止或免于披露的信息，包括涉及信息获取和隐私的信息。

Article 12.20: Relation to Other Environmental Agreements

This Chapter does not affect the existing rights and obligations of either Party under international environmental agreements.

第12.20条：与其他环境协定的关系

本章不影响任一方根据国际环境协定所享有的现有权利与义务。

Article 12.21: Dispute Resolution

1. The Parties shall at all times endeavour to agree on the interpretation and application of this Chapter.

2. The Parties shall make every attempt, through consultations and cooperation, to address any matter that might affect the operation of this Chapter.

3. Consultations, including at the Ministerial level, are confidential and without prejudice to the rights of the Parties in any proceeding. Each Party shall ensure that information designated by either Party for treatment as confidential information, in particular personal or commercial information, is protected.

4. A Party may request consultations with the other Party through the Committee regarding any matter arising under this Chapter by delivering a written request to the National Contact Point of the other Party. The request shall present the matter clearly, identify the question at issue and provide a brief summary of any claim under this

第12.21条：争端解决

1. 双方应始终努力就本章的解释和适用达成一致。

2. 双方应尽一切努力，通过磋商与合作，处理可能影响本章运作的任何事项。

3. 磋商（包括部长级磋商）应保密，且不影响双方在任何程序中的权利。每一缔约方应确保任一方指定为机密信息（特别是个人或商业信息）的信息受到保护。

4. 缔约方可通过委员会就本章产生的任何事项向另一方国家联络点提交书面请求，请求与另一方进行磋商。该请求应清晰陈述事项，明确争议问题，并简要概述本章项下的任何主张。

Chapter. Consultations shall commence promptly after a Party delivers a request for consultations.

磋商应在一方提交磋商请求后立即开始。

5. During the consultations, each Party shall provide the other with information in its possession sufficient to allow a full examination of the matters raised, subject to its legislation regarding access to information and privacy.

5. 在磋商期间，每一缔约方应向另一方提供其掌握的充分信息，以便对所涉事项进行全面检查，但须遵守其关于信息获取和隐私的立法。

6. If the Parties fail to resolve the matter pursuant to paragraph 4, the requesting Party may request consultations with the other Party at the Ministerial level regarding any matter under this Chapter by delivering a written request to the National Contact Point of the other Party. The Party receiving the request shall respond expeditiously. Ministerial consultations shall be concluded within 120 days of a Party's receipt of the request unless the Parties decide on another date.

6. 若双方未能根据第4款解决该事项，请求方可向另一方的国家联络点提交书面请求，要求就本章项下任何事项进行部长级磋商。接收请求的一方应迅速作出回应。部长级磋商应在一方收到请求后120天内完成，除非双方另行商定日期。

7. Following the conclusion of the Ministerial consultations, the requesting Party may request that a Review Panel be convened to examine the matter if it considers that the consultations have not satisfactorily addressed the matter by delivering a written request to the National Contact Point of the other Party.

7. 部长级磋商结束后，若请求方认为磋商未能妥善解决该事项，可向另一方的国家联络点提交书面请求，要求召集审查小组对该事项进行检查。

8. Subject to the provisions of this Article, the Parties shall apply, as applicable and with such changes as may be necessary, Article 17.10

8. 在遵守本条规定的条件下，双方应酌情适用第17.10条（程序规则），并作出

(Rules of Procedure), Annex 17-C (Rules of Procedure) and the Code of Conduct adopted pursuant to Article 17.9(e) (Qualification of Panellists), unless the Parties decide otherwise. If there is an inconsistency between these referenced provisions and this Chapter, the provisions of this Chapter shall prevail.

附件17-C（程序规则）以及根据第17.9(e)条（专家组成员的资格）通过的行为准则，除非双方另有决定。若上述引用条款与本章规定存在不一致，则以本章规定为准。

9. A Review Panel shall be established upon receipt of a request by the National Contact Point referred to in paragraph 7. Unless the Parties decide otherwise, the terms of reference of a Review Panel shall be: "To examine, in light of the relevant provisions of Chapter 12 (Environment) of the Canada – Ukraine Free Trade Agreement, the matter referred to in the request for the establishment of the Review Panel, and to issue a report making recommendations for the resolution of the matter." The procedures set out in Annex 12-A apply to the selection of panellists for matters under this Chapter.

9. 国家联络点根据第7段收到请求后应设立审查小组。除非双方另有决定，审查小组的职权范围为："根据《加拿大-乌克兰自由贸易协定》第12章（环境）的相关条款，审查设立审查小组请求中所述事项，并出具报告提出解决该事项的建议。"附件12-A规定的程序适用于本章事项下专家组成员的选择。10. 除非双方另有决定，审查小组应根据附件17-C（程序规则）和第17.9(e)条（专家组成员资格）通过的行为准则履行其职能，并视情况作出必要变更。尽管有上述条款，审查小组应确保：

10. Unless the Parties decide otherwise, a Review Panel shall perform its functions according to Annex 17-C (Rules of Procedure) and the Code of Conduct adopted pursuant to Article 17.9(e) (Qualification of Panellists), as applicable and with such changes as may be necessary. Notwithstanding these referenced provisions, a Review Panel shall ensure that:

- (a) each Party has the opportunity to provide written and oral submissions to the Review Panel;
- (b) a non-governmental organization, institution, or person in the territory of either Party with information or expertise relevant to the matter at issue has the opportunity to provide written submissions to the Review Panel; and
- (c) at least one hearing is held before the panel for each set of Review Panel proceedings, which shall be open to the public, subject to Article 12.21.3.

• (a) 每一缔约方有机会向审查小组提供书面和口头陈述；• (b) 任一方领土内拥有相关事项信息或专业知识的非政府组织、机构或个人有机会向审查小组提交书面意见；及• (c) 每套评审小组程序至少举行一次向公众开放的听证会，但须遵守第12.21.3条规定。

11. A Review Panel shall issue to the Parties an initial report and a final report, each setting out the findings of fact, its determinations as to whether the responding Party has complied with its obligations under this Chapter and the rationale behind any findings, determinations and recommendations that it makes.

11. 审查小组应向缔约方提交一份初步报告和一份最终报告，每份报告均应列明事实认定、就被诉方是否遵守本章义务作出的裁定，以及其所提出的任何调查结果、决定和建议的理由。

12. A Review Panel shall submit the initial report to the Parties within 120 days of the date of selection of the last panellist or within another time period decided by the Parties.

12. 审查小组应在最后一名专家组成员选定之日起120天内，或双方商定的其他时限内，向缔约方提交初步报告。

13. The Parties may provide comments to a Review Panel on the initial report within 45 days of its submission to the Parties. After considering these comments, a Review Panel may reconsider its report or make any further examination it considers appropriate.

13. 双方可在初步报告提交给缔约方后的45个日历日内向审查小组提供意见。审查小组在考虑这些意见后，可重新审议其报告或进行其认为适当的进一步审查。

14. A Review Panel shall submit the final report to the Parties within 60 days of the submission of the initial report. Each Party shall make the final report publicly available within 30 days after it is submitted to the Parties.

14. 审查小组应在初步报告提交后的60天内向双方提交最终报告。每一缔约方应在最终报告提交给双方后的30天内将其公开可用。

15. If in the final report a Review Panel determines that a Party has not complied with its obligations under this Chapter, the Parties shall, within three months of the submission of that final report and taking into account that report, endeavour to consent to a mutually satisfactory action plan to address the matter. Any action plan developed by the Parties shall be made public without delay.

15. 如果在最终报告中，审查小组确定某一缔约方未遵守本章规定的义务，双方应在提交该最终报告后的三个月内，并考虑到该报告，努力商定一个双方满意的行动计划来解决该问题。双方制定的任何行动计划应立即向公众公布。

16. If the Parties reach a mutually agreed solution to a matter at any point after a Review Panel has been established, they shall notify the Review Panel of the solution. Upon the Review Panel's receipt of this notification, the panel procedure shall be terminated.

16. 如果在审查小组成立后的任何时间点，双方就某一事项达成了双方同意的解决方案，他们应将该解决方案通知审查小组。审查小组收到此通知后，小组程序应终止。

17. At any time, the Parties may have recourse to means of alternative dispute resolution to resolve a matter, including good offices, conciliation or mediation. Unless the Parties decide otherwise, alternative dispute resolution is confidential and without prejudice to the rights of the Parties in any proceeding.

17. 在任何时候，缔约方可诉诸替代性争议解决方式来处理事项，包括斡旋、调解或调停。除非双方另有决定，替代性争议解决过程应保密且不影响双方在任何程序中的权利。

Article 12.22: Extent of Obligations

第12.22条：义务范围

For Canada, the application of this Chapter to the provinces of Canada is subject to Annex 12-B.

对加拿大而言，本章在加拿大各省的适用受附件12-B约束。

Annex 12-A: Panel Selection Procedures

附件12-A：专家组遴选程序

1. A Review Panel shall be composed of three panellists, including a chair, appointed by the Parties.

1. 审查小组应由三名专家组成员组成，包括一名由双方任命的主席。

2. For the purposes of selecting a Review Panel, the following procedures shall apply:

2. 为选择审查小组之目的，应适用下列程序：

- (a) within 30 days of a Party's receipt of the request to establish a Review Panel, each Party shall select one panellist;

- (a) 在一缔约方收到设立审查小组的请求后30天内，每一缔约方应选任一名专家组成员；

- (b) if one Party fails to select a panellist within the period referred to in subparagraph (a), the other Party shall select the panellist from among qualified individuals who are nationals of the Party that failed to select its panellist within a further seven days; and

- (b) 如一缔约方未能在(a)子段落所述期限内选任专家组成员，另一方应在额外七个日历日内从未能按时选任专家组成员的缔约方的国民中选任一名合格人选；且

- (c) the following procedures shall apply to the selection of the chair:

- (c) 主席的选任应适用下列程序：

  - (i) the Party that is the subject of the request shall provide the requesting Party with the names of three qualified candidates. These names shall be provided within 30 days of a Party's receipt of the request to establish the Review Panel;

  - (i) 被请求方应向请求方提供三名合格候选人的姓名。这些姓名应在缔约方收到设立审查小组的请求后30天内提供；

- *(ii) the requesting Party may choose one of the three candidates in sub-subparagraph (i) to be the chair or, if no names were provided or none of the candidates are acceptable, provide the Party that is the subject of the request with the names of three candidates who are qualified to be the chair. Those names shall be provided no later than seven days after the receipt of names provided under sub-subparagraph (i) or 37 days after the receipt of the request for the establishment of the Review Panel, whichever is earlier; and*

- (ii) 请求方可从子子段落(i)的三名候选人中选择一人担任主席，或若未提供姓名或所有候选人均不可接受，则向被请求方提供三名有资格担任主席的候选人姓名。这些姓名应在收到子子段落(i)提供的姓名后不超过七个日历日内，或在收到设立审查小组的请求后37个日历日内（以较早者为准）提供；且

- *(iii) the Party that is the subject of the request may choose one of the three candidates to be the chair within seven days of receiving the names under sub-subparagraph (ii), failing which the chair shall be selected by lot by the requesting Party from the six candidates proposed by the Parties pursuant to sub-subparagraphs (i) and (ii) within a further seven days.*

- (iii) 被请求的缔约方可在收到根据子子段落(ii)提供的姓名后七个日历日内，从三名候选人中选择一名担任主席；若未能在该期限内选定，则请求方应在随后的七个日历日内通过抽签方式从缔约方根据子子段落(i)和(ii)提议的六名候选人中选出主席。

3. Panellists shall:

3. 专家组成员应：

- *(a) be chosen based on their expertise in environmental matters or other appropriate disciplines, as well as on their objectivity, reliability and sound judgment; and*
- *(b) be independent of, and not be affiliated with or take instructions from, either Party.*

- (a) 应根据其在环境事务或其他相关学科的专业知识，以及其客观性、可靠性和合理判断进行选择；且
- (b) 应独立于任一方，不隶属于任一方或接受其指示。

4. If either Party believes that a panellist has violated the Code of Conduct adopted pursuant to Article 17.9(e) (Qualification of Panellists), the Parties shall consult and, if they so decide, that panellist shall be removed and a new panellist shall be selected in accordance with the procedures set out in this Annex. The applicable time limit listed in Article 2 shall run from the date of their decision to remove the panellist.

4. 如任一方认为某专家组成员违反了根据第17.9(e)条（专家组成员的资格）通过的行为准则，双方应进行协商；若决定移除该成员，则应按本附件规定的程序选任新小组成员。第2条所列的适用时限应从其决定移除该专家组成员之日起算。

5. An individual may not serve as a panellist for a review in which he or she, or a person or organization with which he or she is affiliated, has an interest.

5. 个人不得在其本人、或其附属的个人或组织存在利益关系的审查中担任专家组成员。

6. The chair shall not be a national of either Party.

6. 主席不得为任一方的国民。

Annex 12-B: Application to the Provinces of Canada

附件12-B：对加拿大各省的适用

1. Following the entry into force of this Agreement, Canada shall provide to Ukraine through diplomatic channels a written declaration indicating the provinces for which Canada is to be bound by this Chapter in respect of matters within their jurisdiction. The declaration shall become effective on its date of receipt by Ukraine.

1. 本协定生效后，加拿大应通过外交渠道向乌克兰提交书面声明，列明加拿大将在其管辖范围内的事项上受本章约束的省份。该声明自乌克兰收到之日起生效。

2. Canada shall use its best efforts to make this Chapter applicable to as many provinces as possible.

2. 加拿大应尽最大努力使本章适用于尽可能多的省份。

3. Canada shall notify Ukraine six months in advance of any modification to its declaration.

3. 加拿大应在对其声明进行任何修改前六个月通知乌克兰。

4. Canada may not request information or send a notification under Article 12.14, or request consultations under Article 12.21.4, at the instance of the government of a province not included in the declaration made under paragraph 1.

4. 加拿大不得根据第12.14条请求信息或发送通知，也不得在第1款所作声明中未包含的省政府要求下，根据第12.21.4条请求协商。

Chapter 13: Labour

第13章：劳工

Article 13.1: Definitions

第13.1条：定义

For the purposes of this Chapter:

就本章而言：

labour law means laws and regulations that implement and protect the labour principles and rights set out in Article 13.3;

劳动法 指实施和保护第13.3条规定的劳工原则和权利的法律和法规；

persistent pattern means a sustained or recurring course of action or inaction beginning after the date of entry into force of this Agreement, but does not include a single instance or case;

持续模式 指本协定生效后开始的一种持续或反复的行动或不作为过程，但不包括单一事件或个案；

person means a natural person, an enterprise, or an organization of employers or workers;

个人 指自然人、企业或雇主或工人组织；

province means a province of Canada, and includes the Yukon, the Northwest Territories, and Nunavut, and their successors;

省 指加拿大的一个省，包括育空地区、西北地区和努纳武特地区及其继任者；

trade-related *means related to trade or investment covered by this Agreement, provided that this term shall not be interpreted as including the public sector.*

与贸易相关的指与本协定所涵盖的贸易或投资相关，但该术语不应被解释为包括公共部门。

Article 13.2: Shared Commitments

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 and its Follow-Up of 1998, adopted by the International Labour Conference at its 86th Session (ILO 1998 Declaration), as well as the ILO Declaration on Social Justice for a Fair Globalization of 2008, adopted by the International Labour Conference at its 97th Session (ILO 2008 Declaration).

第13.2条：共同承诺

双方重申其作为国际劳工组织成员国的义务，以及对1998年国际劳工大会第86届会议通过的《国际劳工组织关于工作中的基本原则和权利宣言及其后续措施》（国际劳工组织1998年宣言）和2008年国际劳工大会第97届会议通过的《国际劳工组织关于社会公正与公平全球化的宣言》（2008年国际劳工组织宣言）的承诺。

Section A – Obligations

A部分 - 义务

Article 13.3: General Commitments

1. Each Party shall ensure that its labour law and practices embody and provide protection for the following internationally recognized labour principles and rights, particularly bearing in mind their commitments as members of the ILO to the ILO 1998 Declaration:

第13.3条：一般承诺

1. 每一缔约方应确保其劳动法和实践体现并保护以下国际公认的劳动原则和权利，尤其要铭记其作为国际劳工组织成员对《国际劳工组织1998年宣言》的承诺：

- (a) freedom of association and the effective recognition of the right to collective bargaining;
- (b) the elimination of all forms of forced or compulsory labour;
- (c) the effective abolition of child labour and, for the purposes of this Chapter, a prohibition on the worst forms of child labour;
- (d) the elimination of discrimination in respect of employment and occupation;
- (e) acceptable minimum employment standards, such as minimum wages and overtime pay, for wage earners, including those not covered by collective agreements;
- (f) the prevention of occupational injuries and illnesses, and compensation in cases of injuries or illnesses; and
- (g) non-discrimination in respect of working conditions for migrant workers.

- (a) 结社自由和有效认可集体谈判权；- (b) 消除一切形式的强迫或强制劳动；- (c) 有效废除童工，就本章而言，禁止最恶劣形式的童工；- (d) 消除就业和职业歧视；- (e) 为工薪阶层（包括未受集体协议覆盖者）制定可接受的最低就业标准，如最低工资和加班工资；- (f) 预防职业伤害和疾病，并提供伤害或疾病情况下的补偿；以及- (g) 移民工人在工作条件方面不受歧视。

2. To the extent that the principles and rights stated above relate to the ILO, paragraphs (a) to (d) refer only to the ILO 1998 Declaration, whereas paragraphs (e), (f), and (g) refer to the ILO's Decent Work Agenda.

2. 就上述原则和权利与国际劳工组织相关而言，(a)至(d)段仅涉及国际劳工组织1998年宣言，而(e)、(f)和(g)段则涉及国际劳工组织的体面劳动议程。

Article 13.4: Non-Derogation

A Party shall not, as a means to encourage trade or investment, waive or otherwise derogate from, or offer to waive or otherwise derogate

第13.4条：不减损

一缔约方不得为鼓励贸易或投资而放弃或以其他方式减损，或提议放弃或以其

from, its labour law in a manner that weakens or reduces adherence to the internationally recognized labour principles and rights referred to in Article 13.3.

其劳动法，以致削弱或降低对第13.3条所述国际公认的劳动原则和权利的遵守。

Article 13.5: Government Enforcement Action

1. Each Party shall, subject to Article 13.17, promote compliance with and effectively enforce its labour law through appropriate government action, such as:

- (a) establishing and maintaining an effective labour inspection regime, including by developing responsible bodies and appointing and training inspectors;
- (b) monitoring compliance and investigating suspected violations, including through on-site inspections;
- (c) requiring record keeping and reporting;
- (d) encouraging the establishment of worker-management committees to address the regulation of labour in the workplace;
- (e) providing or encouraging mediation, conciliation and arbitration services; and
- (f) initiating, in a timely manner, proceedings to seek appropriate sanctions or remedies for violations of its labour law.

第13.5条：政府执法行动

1. 每一缔约方应根据第13.17条，通过适当的政府行动促进其劳动法的合规和有效执行，例如：

• (a) 建立并维持有效的劳动检查制度，包括通过发展责任机构和任命及培训检查员；• (b) 监督合规并调查涉嫌违规行为，包括通过现场检查；• (c) 要求记录保存和报告；• (d) 鼓励建立工人管理委员会以处理工作场所的劳工法规问题；• (e) 提供或鼓励调停、调解和仲裁服务；以及• (f) 及时启动诉讼程序，以寻求对违反劳动法行为的适当制裁或救济。

2. Each Party shall ensure that its competent authorities give due consideration, in accordance with its law, to any request by an employer, employee, or their representatives, or other interested person, for an investigation of an alleged violation of that Party's labour law.

2. 每一缔约方应确保其主管当局根据其法律，对雇主、雇员或其代表，或其他利害关系人提出的关于调查涉嫌违反该缔约方劳动法行为的请求给予适当考虑。

Article 13.6: Private Action

Each Party shall ensure that a person with a recognized interest under its labour law in a particular matter has appropriate access to administrative or tribunal proceedings, which can enforce and give effect to the rights protected by that law, including by granting effective remedies for any breaches of that law.

第13.6条：私人行动

每一缔约方应确保其劳动法下在特定事项中具有公认利益的个人能够适当参与行政或法庭程序，这些程序可强制执行并落实该法律所保护的权利，包括通过针对该法律的任何违反行为授予有效救济。

Article 13.7: Procedural Guarantees

1. Each Party shall ensure that proceedings referred in Article 13.5.1(b), Article 13.5.1(f) and Article 13.6 are fair, equitable and transparent, and to this end each Party shall provide that:

- (a) proceedings are conducted by decision-makers who are impartial and independent, and do not have an interest in the outcome of the matter;
- (b) parties to the proceedings are entitled to support or defend their respective positions, and to present information or evidence;

第13.7条：程序保障

1. 每一缔约方应确保第13.5.1(b)条、第13.5.1(f)条和第13.6条所述程序公平、公正和透明，为此目的，每一缔约方应规定：

- (a) 程序由公正和独立的决策者进行，且决策者不得对事项结果存在利益；
- (b) 诉讼各方有权支持或捍卫各自立场，并提供信息或证据；

- (c) decisions are based on information or evidence presented by the parties to the proceedings and final decisions on the merits of each case are in writing;
- (d) proceedings are open to the public, except when the law and the administration of justice require otherwise; and
- (e) proceedings are free and expeditious, or at least do not entail unreasonable fees or delays, and the time limits do not impede exercise of the rights.

• (c) 决定基于诉讼各方提供的信息或证据，且每个案件实质的最终决定以书面形式作出；• (d) 诉讼程序向公众开放，除非法律和司法行政另有要求；以及• (e) 诉讼程序免费且迅速，或至少不涉及不合理费用或延误，且时限不妨碍权利行使。

2. Each Party shall provide that parties to these proceedings have the right, pursuant to its legislation, to seek review and correction of decisions issued in these proceedings.

2. 每一缔约方应规定，这些诉讼程序的当事人有权根据其立法，寻求对诉讼程序中作出的决定进行审查和纠正。

Article 13.8: Public Information and Awareness

第13.8条：公共信息和意识

1. Each Party shall ensure that its labour law, as well as regulations, procedures and administrative rulings of general application respecting any matter covered by this Chapter are promptly published or otherwise made available in a manner that enables any interested person and the other Party to become acquainted with them.

1. 每一缔约方应确保其劳动法以及本章所涉任何事项的普遍适用的法规、程序和行政裁决迅速公布或以其他方式提供，以便任何利害关系人和另一方能够了解这些内容。

2. When required by its law, each Party shall:

2. 当法律要求时，每一缔约方应：

- (a) publish in advance any measure that it proposes to adopt; and
- (b) provide any interested person with a reasonable opportunity to comment on these proposed measures.

3. Each Party shall promote public awareness of its labour law, including by:

- (a) ensuring the availability of public information related to its labour law and enforcement and compliance procedures; and
- (b) encouraging education of the public regarding its labour law.

Section B – Institutional Mechanisms

Article 13.9: Labour Ministerial Council

1. The Parties hereby establish a Labour Ministerial Council (Council) composed of Ministers responsible for labour affairs of the Parties, or their designees.

2. The Council shall meet within the first year after the date of entry into force of this Agreement and thereafter as often as it considers necessary, to discuss matters of common interest, and oversee the implementation of, and review progress under, this Chapter. The

- (a) 提前公布其拟采取的任何措施；以及

- (b) 为任何利害关系人提供对这些拟议措施发表意见的合理机会。

3. 每一缔约方应提升公众对其劳动法的认知，包括通过：

- (a) 确保提供与其劳动法及执法和合规程序相关的公共信息；及- (b) 鼓励公众教育了解其劳动法。

B部分 - 机构机制

第13.9条：劳工部长理事会

1. 双方特此设立一个由负责劳工事务的部长或其指定人员组成的劳工部长理事会（理事会）。

2. 理事会应在本协定生效之日起第一年内召开会议，此后视需要经常举行会议，讨论共同关心的事项，并监督本章的实施和审查进展。

Council may hold joint meetings with other Councils established under similar agreements.

理事会可与根据类似协议设立的其他理事会举行联席会议。

3. Unless the Parties decide otherwise, each meeting of the Council shall include a session during which members of the Council have an opportunity to meet with the public to discuss matters relating to the implementation of this Chapter.

3. 除非缔约方另有决定，理事会每次会议均应包含一次会议，期间理事会成员有机会与公众会面，讨论与本章实施相关的事项。

4. The Council may consider any matter within the scope of this Chapter and take any other action in the exercise of its functions, including:

4. 理事会可审议本章范围内的任何事项，并采取其他任何行动以行使其职能，包括：

- (a) establishing and assigning responsibilities to committees, working groups, or expert groups; and
- (b) seeking the advice of independent experts.

- (a) 设立委员会、工作组或专家组并分配职责；及
- (b) 征求独立专家的意见。

5. The Council shall review the operation and effectiveness of this Chapter, including the degree to which progress has been made in implementing the objectives of this Chapter, within five years after the date of entry into force of this Agreement and thereafter within any other period as may be decided by the Council. Unless otherwise agreed, this review:

5. 理事会应在协议生效日期后五年内及此后理事会决定的任何其他期限内，审查本章的运作和效果，包括在实现本章目标方面取得的进展程度。除非另有约定，此项审查：

- (a) shall be conducted by one or more independent experts subject to the availability of resources. The Parties shall make every

- (a) 应由一名或多名独立专家根据资源可用性进行。缔约方应尽一切

effort to decide on the selection of the expert or experts, and shall cooperate with the expert or experts in the preparation of the report;

努力决定专家或专家们的选择，并应与专家或专家们合作编写报告；

- (b) shall include a literature review and consultation with the members of the public, including representatives of labour and business organizations, as well as an opportunity for the Parties to provide comments;

- (b) 应包括文献综述以及与公众成员的协商，包括劳工和商业组织的代表，并为缔约方提供发表意见的机会；

- (c) shall make recommendations for the future; and

- (c) 应提出未来建议；且

- (d) shall be concluded within 180 days of its commencement and made public 30 days thereafter.

- (d) 应在其启动后180天内完成，并在之后30天内向公众公布。

Article 13.10: National Mechanisms

第13.10条：国家机制

1. Each Party may convene a new, or consult an existing, national labour advisory or consultative committee, composed of members of its public, including representatives of its labour and business organizations, to provide views on any issue related to this Chapter.

1. 每一缔约方可召集一个新的国家劳工咨询或协商委员会，或与现有的委员会协商，该委员会由包括其劳工和商业组织代表在内的公众成员组成，以就本章相关任何问题提供意见。

2. Each Party shall establish an office or designate an existing office within its ministry responsible for labour affairs that shall serve as a National Administrative Office (NAO), and provide to the other Party its contact information through diplomatic channels.

2. 每一缔约方应在其负责劳工事务的部门内设立一个办公室或指定一个现有办公室作为国家行政办公室（NAO），并通过外交渠道向另一缔约方提供其联系信息。

3. The NAO shall serve as a point of contact with the other Party and perform the functions assigned by that Party or the Council, as well as:

- (a) coordinate cooperative programs and activities pursuant to Article 13.11;
- (b) receive and review public communications pursuant to Article 13.12; and
- (c) provide information to the other Party, a Review Panel established under Article 13.15, and the public.

3. 国家联络点应作为与另一方的联络点，并履行该缔约方或理事会分配的功能，以及：

- (a) 根据第13.11条协调合作计划和活动；
- (b) 根据第13.12条接收并审查公众通讯；以及
- (c) 向另一方、根据第13.15条设立的审查小组及公众提供信息。

Article 13.11: Cooperative Activities

1. The Parties may develop a plan of action for cooperative labour activities for the promotion of the objectives of this Chapter. To the extent possible, those activities shall be linked to any recommendation in any Council report referred to in Article 13.9. An indicative list of areas of possible cooperation between the Parties is set out in Annex 13-A to this Chapter.

第13.11条：合作活动

1. 缔约方可制定劳工合作活动行动计划，以促进本章目标。在可能的情况下，这些活动应与第13.9条所述理事会报告中的任何建议相关联。缔约方可能开展合作的领域指示性清单载于本章附件13-A。

2. In carrying out the plan of action, the Parties may, commensurate with the availability of resources, cooperate through:

- (a) seminars, training sessions, working groups and conferences;
- (b) joint research projects, including sector studies; and

2. 在执行行动计划时，缔约方可根据资源可用性，通过以下方式开展合作：

- (a)研讨会、培训课程、工作组和会议；
- (b)联合研究项目，包括行业研究；以及

- (c) other means by which the Parties may decide.

3. The Parties shall carry out the cooperative activities with due regard to the differences that exist with respect to each Party's national conditions, circumstances and needs, including with respect to their economies, their social and cultural traditions and their legal framework.

Article 13.12: Public Communications

1. Each Party shall provide for the submission and receipt of public communications on labour law matters that:

- (a) are raised by a national of the Party or by an enterprise or organization established in the territory of the Party;
- (b) arise in the territory of the other Party; and
- (c) pertain to any matter related to this Chapter.

2. Each Party shall review these matters, as appropriate, in accordance with domestic procedures, and notify the public of communications accepted for review within 30 days of acceptance.

Article 13.13: General Consultations

1. The Parties shall at all times endeavour to come to an understanding on the interpretation and application of this Chapter.

- (c)双方可能决定的其他方式。

3. 双方开展合作活动时，应充分考虑每一缔约方´在国情、现状及需求方面的差异，包括其经济状况、社会文化传统及法律框架的差异。

第13.12条：公众通讯

1. 每一缔约方应规定可提交和接收关于劳动法事项的公众通讯，此类通讯需满

• (a) 由该方国民或设立于该方领土内的企业或组织提出；• (b) 问题产生于另一方领土内；且• (c) 涉及与本章相关的任何事项。

2. 每一缔约方应酌情根据国内程序审查这些事项，并在受理后30天内向公众通报已受理审查的通讯。

第13.13条：一般磋商

1. 缔约方应始终努力就本章的解释和适用达成谅解。

2. The Parties shall make every attempt, including through cooperation, consultations, and the exchange of information, to address any matter that might affect the operation of this Chapter.

3. A Party may request consultations with the other Party regarding any matter arising under this Chapter by delivering a written request to the NAO of the other Party.

4. If the Parties fail to resolve the matter, the requesting Party may use the procedures provided under Article 13.14.

2. 缔约方应尽一切努力，包括通过合作、磋商和信息交换，处理可能影响本章运作的任何事项。3. 一方可通过向另一方的国家联络点提交书面请求，就本章产生的任何事项请求与另一方进行协商。

4.如果双方未能解决该事项，请求方可使用第13.14条规定的程序。

Section C – Procedures for Labour Consultations and Dispute Settlement

C部分 - 劳工磋商和争端解决程序

Article 13.14: Ministerial Consultations

第13.14条：部长级磋商

1. A Party may request, in writing, consultations with the other Party at the ministerial level regarding any obligation under this Chapter. The Party that is the subject of the request shall respond within 60 days of receipt of the request, or within any other period that the Parties may decide. The Parties shall be represented by the Council established under Article 13.9.

1. 缔约方可书面请求与另一方就本章项下的任何义务进行部长级磋商。被请求方应在收到请求后60天内或在双方可能商定的任何其他期限内作出回应。双方应由根据第13.9条设立的理事会代表。

2. To facilitate discussion of a matter under consideration and assist in arriving at a mutually satisfactory resolution:

2. 为促进对所审议事项的讨论并协助达成双方满意的解决方案：

- (a) each Party shall provide the other Party with sufficient information in its possession to allow a full examination of the matter raised, subject to a requirement in its law regarding the confidentiality of personal and commercial information; and
- (b) each Party may call upon one or more independent experts to prepare a report on a matter referred to in this Article. The Parties shall make every effort to decide on the selection of the expert or experts, and shall cooperate with the expert or experts in the preparation of the report. Any report shall be made public within 60 days of its receipt by the Parties.

- (a) 每一缔约方应向另一方提供其掌握的充分信息，以便对所提出事项进行全面检查，但需遵守其法律中关于个人和商业信息保密性的要求；且- (b) 每一缔约方可召集一名或多名独立专家就本条款所述事项编写报告。双方应尽一切努力决定专家人选，并与专家合作编写报告。任何报告应在双方收到后60天内向公众公开。

3. Ministerial consultations shall be concluded no later than 180 days after the receipt of the request unless the Parties decide on another date.

3. 部长级磋商应在收到请求后不迟于180天内结束，除非双方决定其他日期。

Article 13.15: Establishment and Conduct of a Review Panel

第13.15条：审查小组的设立与运作

1. Following the conclusion of Ministerial Consultations, the Party that requested the consultations may request, in writing, that a Review Panel be established if that Party considers that:

1. 部长级磋商结束后，请求磋商的缔约方如认为存在以下情形，可书面请求设立审查小组：

- (a) the matter is trade-related; and
- (b) the other Party has failed to comply with an obligation under this Chapter through:

- (a) 该事项与贸易相关；且- (b) 另一方未履行本章规定的义务，具体表现为：

- (i) a failure to comply with an obligation under Article 13.3 or Article 13.4 to the extent that they refer to the ILO 1998 Declaration; or
- (ii) a persistent pattern of failure to effectively enforce its labour law through appropriate government action, private action, procedural guarantees, or public information and awareness.

- (i) 未履行第13.3条或第13.4条规定的义务（涉及国际劳工组织1998年宣言的部分）；或
- (ii) 通过适当的政府行动、私人行动、程序保障或公共信息和意识，持续模式未履行有效执行其劳动法。

2. Unless the Parties decide otherwise, a Review Panel composed of three independent experts, including a chairperson who is not a national of either Party, shall be established in a manner consistent with the criteria and procedures set out in Annex 13-B.

2. 除非双方另有决定，否则应按照附件13-B所列标准和程序，设立一个由三名独立专家组成的审查小组，其中包括一名非任一方国民的主席。

3. Unless the Parties decide otherwise, the Review Panel shall perform its functions in accordance with the provisions of this Part, Annex 13-B and the Model Rules of Procedure to be established by the Parties further to Annex 13-B. The Review Panel:

3. 除非双方另有决定，审查小组应根据本部分条款、附件13-B及双方根据附件13-B另行制定的程序示范规则履行其职能。审查小组：

- (a) shall determine, within 30 days of confirmation of its terms of reference, whether the matter is trade-related and cease its functions if it determines that the matter is not trade-related;
- (b) shall provide the Parties with sufficient opportunity to make written and oral submissions to the Review Panel;

- (a) 应在确认其职权范围后30天内判定该事项是否与贸易相关，若判定不相关则终止其职能；
- (b) 应为缔约方提供充分机会向审查小组提交书面和口头陈述；

- (c) may consider written submissions and any other information sought or received from organizations, institutions, the public and persons with relevant information or expertise; and
- (d) shall hold proceedings that are open to the public, except to the extent necessary to protect information in accordance with Article 13.19 and the Model Rules of Procedure.

• (c) 可审议书面意见及从组织、机构、公众和掌握相关信息或专业知识的人士处寻求或获得的其他信息；且• (d) 应举行向公众开放的诉讼程序，除非根据第13.19条和程序示范规则需对信息予以保护。

Article 13.16: Review Panel Reports and Determinations

1. The Review Panel shall present to the Parties a report that:

- (a) makes findings of fact;
- (b) addresses the submissions and arguments of the Parties and any relevant information considered pursuant to Article 13.15.3(c);
- (c) determines whether the Party that is the subject of the review has failed to comply with an obligation under Article 13.3 or Article 13.4 to the extent that they refer to the ILO 1998 Declaration or a persistent pattern of failure to effectively enforce its labour law through appropriate government action, private action, procedural guarantees, public information and awareness, or any other determination requested in the terms of reference; and

第13.16条：审查小组报告和决定

1. 审查小组应向缔约方提交一份报告，该报告应：

• (a) 作出事实认定；• (b) 回应双方提交的意见和论点以及根据第13.15.3(c)条审议的任何相关信息；

• (c) 裁定被审查方是否未履行第13.3条或第13.4条下的义务（涉及国际劳工组织1998年宣言），或存在通过适当的政府行动、私人行动、程序保障、公共信息和意识持续未能有效执行其劳动法的模式，或职权范围中要求的任何其他裁定；且

- (d) makes a recommendation for resolution of any non-compliance determined under sub-paragraph (c), which normally shall be that the Party that is the subject of the review adopt and implement an action plan sufficient to remedy the pattern of non-compliance.

- (d) 针对子段落(c)裁定的任何不合规提出解决建议，通常应要求被审查方采纳并实施足以纠正该不合规模式的行动计划。

2. The Review Panel shall present its initial report to the Parties within 120 days after the last panellist is selected unless the Review Panel extends the time period by up to a further 60 days or the Model Rules of Procedure to be established by the Parties further to Annex 13-B provide otherwise. If the Review Panel extends the time period, it shall first give written notice to both Parties setting out the reasons for the extension of time.

2. 审查小组应在最后一名专家组成员选定后120天内向双方提交初步报告，除非审查小组将时限延长至多60天，或双方根据附件13-B制定的程序示范规则另有规定。若审查小组延长时限，应首先向双方提交书面通知，说明延期的理由。

3. Each Party may submit written comments to the Review Panel on its initial report within 30 days of presentation of the report or within any other period as the Parties may decide. After considering these written comments, the Review Panel, on its own initiative or at the request of either Party, may reconsider its report and make any further examination that it considers appropriate.

3. 每一缔约方可在报告提交后30天内或双方商定的其他期限内，就初步报告向审查小组提交书面意见。审查小组在考虑这些书面意见后，可主动或应任一方请求重新审议其报告，并进行其认为适当的进一步审查。

4. The Review Panel shall present to the Parties a final report within 60 days of the presentation of the initial report, unless the Parties

4. 审查小组应在提交初步报告后60天内向双方提交最终报告，除非双方

decide otherwise. The final report shall be made public within 60 days of its receipt by the Parties.

另有决定。最终报告应在双方收到后60天内向公众公布。

5. If, in the final report, a Review Panel determines that there has been non-compliance within the meaning of sub-paragraph 1(c), the Parties may develop, within the following 90 days, or any longer period as they may decide, a mutually satisfactory action plan to implement the Review Panel's recommendations.

5. 若审查小组在最终报告中认定存在第1(c)款所述不合规情形，双方可在随后90日历日或共同商定的更长期限内制定相互满意的行动计划，以落实审查小组的建议。

6. Following the expiry of the period set out in paragraph 5, if the Parties are unable to decide on an action plan, or the Party that is the subject of the review is failing to adopt or implement the action plan according to its terms, the requesting Party may request in writing that the Review Panel be reconvened with a view to determining whether or not a monetary assessment needs to be set and paid in accordance with Annex 13-C.

6. 第5段规定的期限届满后，若双方未能就行动计划达成一致，或被审查方未按行动计划条款采纳或实施该计划，请求方可书面请求重新召集审查小组，以判定是否需要根据附件13-C确定并支付货币评估。

Section D - General Provisions

D部分 - 一般规定

Article 13.17: Enforcement Principle

第13.17条：执行原则

This Chapter does not empower a Party's authorities to undertake any action aiming at labour law enforcement in the territory of the other Party.

本章不授权一缔约方当局在另一方领土内采取任何旨在执行劳动法的行动。

Article 13.18: Private Rights

A Party shall not provide for a right of action under its law against the other Party on the ground that the other Party has acted in a manner inconsistent with this Chapter.

第13.18条：私人权利

一缔约方不得因其法律规定的诉讼权对另一方提起诉讼，理由是该另一缔约方的行为不符合本章规定。

Article 13.19: Protection of Information

1. A Party that receives information identified by the other Party as confidential or proprietary information shall protect such information as confidential or proprietary.

2. A Review Panel that receives confidential or proprietary information under this Chapter shall protect it in accordance with the Model Rules of Procedure to be established by the Parties further to Annex 13-B.

第13.19条：信息保护

1. 一方收到另一方标识为机密或专有信息的信息，应将该等信息作为机密或专有信息予以保护。

2. 根据本章规定接收机密或专有信息的审查小组，应按照双方根据附件13-B制定的程序示范规则予以保护。

Article 13.20: Cooperation with International and Regional Organizations

The Parties may establish a cooperative arrangement with the ILO, or any other competent international or regional organization to draw on their expertise and resources to achieve the objectives of this Chapter.

第13.20条：与国际和区域组织的合作

双方可与国际劳工组织或其他任何合格国际或区域组织建立合作安排，利用其专业知识和资源以实现本章目标。

Article 13.21: Review

第13.21条：审查

The provisions of this Chapter shall be reviewed pursuant to Article 19.2 (Review Clause).

本章条款应依照第19.2条（审查条款）进行审查。

Annex 13-A: Cooperative Activities

附件13-A：合作活动

1. The Parties have established the following indicative list of areas for cooperative activities that they may develop pursuant to Article 13.11:

1. 双方已确立以下合作活动领域的指示性清单，可根据第13.11条开展：

- (a) information sharing: exchanging of information and sharing of best practices on issues of common interest and on relevant events, activities, and initiatives organized in their respective territories;

- (a) 信息共享：就共同关注的问题及各自领土内组织的相关活动、事件和倡议，交换信息并分享最佳实践；

- (b) international forums: cooperation within international and regional forums such as the ILO on labour-related issues;

- (b) 国际论坛：在国际劳工组织等国际和区域论坛内就劳工相关问题开展合作；

- (c) fundamental rights and their effective application: legislation and practice related to the core elements of the ILO 1998 Declaration (freedom of association and the effective recognition of the right to collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour, and the elimination of discrimination in respect of employment and occupation);

- (c) 基本权利及其有效实施：与国际劳工组织1998年宣言核心要素相关的立法及实践（结社自由及对集体谈判权的有效认可、消除一切形式的强迫或强制劳动、有效废除童工、消除就业和职业歧视）；

- (d) worst forms of child labour: legislation and practice related to compliance with the ILO Convention concerning the Prohibition

- (d) 最恶劣形式的童工：关于遵守《国际劳工组织关于禁止和立即行动消除最恶劣形式的童工劳动公约》（第182号，1999年6月17日于日内瓦通过）的立法与实践；

and Immediate Action for the Elimination of the Worst Forms of Child Labour (No. 182), done at Geneva, on 17 June 1999;

- (e) labour administration: institutional capacity of labour administrations and tribunals;
- (f) labour inspectorates and inspection systems: methods and training to improve the level and efficiency of labour law enforcement, strengthen labour inspection systems, and help ensure compliance with labour laws;
- (g) labour relations: forms of cooperation and dispute resolution to ensure productive labour relations among workers, employers, and governments;
- (h) working conditions: mechanisms for supervising compliance with legislation pertaining to hours of work, minimum wages and overtime, and employment conditions;
- (i) occupational safety and health: prevention of occupational injuries and illnesses;
- (j) gender: gender issues, including the elimination of discrimination in respect of employment and occupation;
- (k) informal economy: facilitating transition from the informal to the formal economy; and
- (l) any other matter that the Parties may decide.

- (e) 劳动行政管理：劳动行政管理机构和法庭的机构能力；• (f) 劳动监察机构与监察制度：提高劳动法执行水平和效率、加强劳动监察制度并帮助确保遵守劳动法的方法与培训；• (g) 劳动关系：确保工人、雇主和政府之间建立高效劳动关系的合作形式与争端解决机制；• (h) 工作条件：监督遵守工作时间、最低工资、加班及就业条件相关立法的机制；• (i) 职业安全与健康：预防职业伤害和疾病；• (j) 性别：性别问题，包括消除就业和职业歧视；• (k) 非正规经济：促进从非正规经济向正规经济过渡；以及• (l) 双方可能决定的任何其他事项。

2. In identifying areas for labour cooperation and capacity building, and in carrying out cooperative activities, each Party may consider the views of its worker and employer representatives, as well as those of other members of the public.

2. 在确定劳工合作和能力建设领域以及开展合作活动时，每一缔约方可考虑其工人和雇主代表的意见，以及其他公众成员的意见。

Annex 13-B: Procedures Related to Review Panels

A附件13-B：审查小组相关程序

Qualifications of Panellists

专家组成员资格

1. Each Panellist shall:

- (a) be chosen on the basis of expertise in labour matters or other appropriate disciplines, objectivity, reliability and sound judgment;
- (b) be independent of, and not be affiliated with or take instructions from, either Party; and
- (c) comply with a code of conduct to be established by the Parties pursuant to this Annex.

1. 每位专家组成员应：

• (a) 基于劳工事务或其他相关学科的专业知识、客观性、可靠性和合理判断进行遴选；• (b) 独立于任一方，且不隶属于任一方或接受其指示；以及• (c) 遵守双方根据本附件制定的行为准则。

2. If either Party believes that a panellist is in violation of the Code of Conduct, the Parties shall consult and, if they decide that the panellist shall be removed, a new panellist shall be selected in accordance with the procedures set out in paragraph 4 or 5 that were used to select the panellist who was removed. The time limits shall run from the date of the removal of the panellist. The Model Rules of Procedure may

2. 如果任一方认为某位专家组成员违反行为准则，双方应进行协商；若决定将该专家组成员被移除，则应根据第4款或第5款规定的程序（原用于选定被移除专家组成员的程序）选任新小组成员。时限应从专家组成员被移除之日起算。程序示范规则可

provide procedures for resolving the situation if the Parties cannot decide.

在双方无法达成一致时提供解决该情况的程序。

3. Individuals shall not serve as panellists with respect to a review in which they have an interest, or if a person or organization with which they are affiliated has an interest.

3. 个人不得在涉及自身利益或与其附属的个人或组织有利害关系的审查中担任专家组成员。

Review Panel Selection Procedures

审查小组选择程序

4. For the purposes of selecting a panellist, the following procedures shall apply:

4. 为选择专家组成员之目的，应适用下列程序：

- (a) within 20 days of the receipt of the request for the establishment of a Review Panel under Article 13.15.1, each Party shall select one panellist; and
- (a) 在收到根据第13.15.1条设立审查小组的请求后20个日历日内，每一缔约方应选任一名专家组成员；及

- (b) if one Party fails to select its panellist within this period, the other Party shall select the panellist from among qualified individuals who are nationals of the Party that has failed to select its panellist.
- (b) 若一方未能在该期限内选任其专家组成员，另一方应从未能选任专家组成员的缔约方的国民中合格人选中选任该专家组成员。

5. For the purposes of selecting the chairperson, the following procedures shall apply:

5. 为选任主席之目的，应适用下列程序：

- (a) the Party that is the subject of the review shall provide the Party that made the request with the names of three individuals who it considers to be qualified to be the chairperson. The names
- (a) 作为审查对象的缔约方应向提出请求的缔约方提供其认为有资格担任主席的三位个人姓名。该姓名

shall be provided no later than 20 days after the receipt of the request for the establishment of the Review Panel under Article 13.15.1;

- (b) the requesting Party may choose one of the individuals to be the chairperson or, if the names were not provided or none of the individuals is acceptable, provide the Party that is the subject of the review with the names of three individuals who it considers to be qualified to be the chairperson. Those names shall be provided no later than five days after receiving the names under sub-paragraph (a) or 25 days after the receipt of the request for the establishment of the Review Panel; and
- (c) the Party that is the subject of the review may choose one of the three individuals to be the chairperson, no later than five days after receiving the names under sub-paragraph (b), failing which either Party shall immediately request the Director General of the International Labour Office to appoint a chairperson within 25 days.

应在收到根据第13.15.1条设立审查小组的请求后20个日历日内提供；

- (b) 请求方可选择其中一名个人担任主席，或若未提供名单或无一入选者可接受，则向被审查方提供其认为具备主席资格的三名个人名单。该名单应在收到(a)项下名单后五日历日内或收到设立审查小组请求后25天内提交；且
- (c) 被审查方可在收到(b)项下名单后五日历日内选择三名个人之一担任主席，若未能在该期限内选定，则任一方应立即请求国际劳工局总干事在25天内任命一名主席。

Conduct of the Review Panel

6. The Parties shall, within one year after the date of entry into force of this Agreement, establish Model Rules of Procedure, that shall be used for the establishment and conduct of proceedings under Section

审查小组的运作

6. 双方应在本协定生效之日起一年内制定程序示范规则，该规则将用于C部分下诉讼程序的建立和进行。

C. The Model Rules of Procedure shall include a code of conduct for the purposes of paragraph 1 and rules for the protection of information under Article 13.19.

程序示范规则应包括第1款目的之行为准则以及第13.19条下的信息保护规则。

7. The Parties shall determine a separate budget for each set of Review Panel proceedings under this Chapter. The Parties shall contribute equally to the budget, unless they decide otherwise.

7. 缔约方应为本章规定的每套评审小组程序单独确定预算。除非另有决定，缔约方应均摊预算。

8. Unless the Parties decide otherwise, within 30 days of the establishment of the Review Panel, the terms of reference shall be:

8. 除非缔约方另有决定，审查小组成立后30天内，其职权范围应为：

- "To examine, in light of the relevant provisions of this Chapter, whether the Party that is the subject of the request has, in a trade-related matter, failed to comply with its obligations under Article 13.3 or Article 13.4 to the extent that they refer to the ILO 1998 Declaration, or engaged in a persistent pattern of failure to effectively enforce its labour law through appropriate government action, private action, procedural guarantees, or public information and awareness, and to make a finding, determination, and recommendation in accordance with paragraph 1 of Article 13.16."

- "根据本章相关规定，审查被请求方是否在与贸易相关事项中：未履行第13.3条或第13.4条（涉及国际劳工组织1998年宣言部分）规定的义务；或存在通过适当的政府行动、私人行动、程序保障或公共信息宣传持续未能有效执行劳动法的模式，并依据第13.16条第1款作出认定、裁定及建议。"

9. For a determination under Article 13.15.3(a) whether the matter is trade-related, the requesting Party has the onus of establishing that the matter is trade-related. For a determination under Article

9. 根据第13.15.3(a)条裁定事项是否与贸易相关时，请求方负有证明该事项与贸易相关的责任。根据第

13.16.1(c) whether the Party that is the subject of the request has failed to comply with its obligations, the requesting Party has the onus of establishing that non-compliance, and its case may be supplemented by any other information provided under Article 13.15.3(c).

13.16.1(c)条裁定被请求方是否未履行其义务时，请求方负有证明不合规行为的责任，且其主张可通过第13.15.3(c)条提供的任何其他信息予以补充。

10. A Review Panel shall not release the final report other than to the Parties. A Panellist may furnish a separate opinion on a matter not unanimously agreed. A Review Panel, however, shall not disclose which panellists are associated with a majority or minority opinion.

10. 审查小组不得向缔约方以外的任何方发布最终报告。专家组成员可就未达成一致意见的事项提出单独意见。但审查小组不得披露哪些专家组成员支持多数或少数意见。

Annex 13-C: Monetary Assessments

附件13-C：货币评估

1. The Review Panel shall reconvene as soon as possible after delivery of the request pursuant to Article 13.16.6. Within 90 days after being reconvened, the Review Panel shall determine whether the terms of the action plan have been implemented or the non-compliance remedied.

1. 审查小组应根据第13.16.6条的请求尽快重新召集。在重新召集后的90个日历日内，审查小组应确定行动计划条款是否已实施或不合规问题是否已纠正。

2. In the event of a negative determination under paragraph 1, and at the request of the requesting Party under Article 13.16.6, the Review Panel shall provide a monetary assessment payable on an annual basis, that reflects a determination of the estimated costs of implementing the action plan, or in the absence of an action plan,

2. 若根据第1款作出否定性裁定，且应请求方根据第13.16条提出的请求，审查小组应提供按年度基准支付的货币评估，该评估应反映对实施行动计划所需预估成本的裁定，或在无行动计划的情况下，

other appropriate measures to remedy the non-compliance provided that:

- (a) the Review Panel may adjust the assessment to reflect:
  - (i) any mitigating factors, such as good faith efforts made by the Party to begin remedying the non-compliance after the final report of the Review Panel, good faith reasons for the Party's failure to comply with its obligations, or a real likelihood that the cost of the assessment would have a negative impact on vulnerable members of society;
  - (ii) any aggravating factors, such as the pervasiveness and duration of the Party's failure to comply with its obligations; or
  - (iii) the Party's national conditions, circumstances and needs; and
- (b) in no circumstances shall the monetary assessment exceed $15 million U.S. dollars annually, or its equivalent in the currency of the Party that is the subject of the review, adjusted to the rate of inflation of that Party.

3. Unless the Council decides otherwise, a monetary assessment shall be paid to the requesting Party. When the circumstances warrant, the Council may decide that an assessment shall be paid into an

其他适当措施以补救不合规情况，但须满足以下条件：

- (a) 审查小组可调整评估以反映：
  - (i) 任何减轻因素，例如被审查方为在审查小组最终报告后开始纠正不合规行为所做的善意努力、被审查方未履行义务的善意理由，或评估成本可能对社会弱势群体产生负面影响的真实可能性；
  - (ii) 任何加重因素，例如被审查方未履行义务的普遍性和期限；或
  - (iii) 被审查方的国情、情况和需求；以及
- (b) 在任何情况下，货币评估每年不得超过1500万美元，或按被审查方通货膨胀率调整后的等值该国货币。

3. 除非理事会另有决定，否则应向请求方支付货币评估。当情况需要时，理事会可决定将评估款存入一个

interest-bearing account designated by the Council and shall be expended at the direction of the Council to implement the action plan or other appropriate measures.

由理事会指定的计息账户，并根据理事会的指示用于实施行动计划或其他适当措施。

4. After the expiry of 90 days from the date on which the Review Panel determines the amount of the monetary assessment under paragraph 2, the requesting Party may provide the Party that is the subject of the review with a notice in writing demanding payment of the monetary assessment. The monetary assessment shall be paid in equal quarterly instalments, beginning 120 days after the requesting Party provides the notice, and ending upon a decision of the Parties, or upon the date of any Review Panel determination under paragraph 5.

4. 自审查小组根据第2款裁定货币评估金额之日起90日历日期满后，请求方可向被审查方发出书面通知，要求支付货币评估。货币评估应以等额季度分期付款方式支付，自请求方发出通知后120天开始，直至双方作出决定或根据第5款任何审查小组裁定的日期为止。

5. If the Party that is the subject of the review considers that it has eliminated the non-compliance, it may refer the matter to the Review Panel by providing written notice to the requesting Party. The Review Panel shall be reconvened within 60 days of that notice and issue its report within 90 days thereafter.

5. 若被审查方认为其已消除不合规行为，可通过向请求方提交书面通知将事项提交审查小组。审查小组应于收到该通知后60天内重新召集，并在其后90天内出具报告。

6. In Canada, the procedures for enforcement of the monetary assessment resulting from a Review Panel determination under paragraph 2 shall be the following:

6. 在加拿大，执行根据第2款作出的审查小组裁定所产生的货币评估的程序如下：

- (a) Ukraine may file in a court of competent jurisdiction a certified copy of a Review Panel determination only if Canada has failed to comply with the terms of a notice provided under paragraph 4 within 180 days of it being provided;
- (b) when filed, the Review Panel determination, for purposes of enforcement, shall become an order of the court;
- (c) Ukraine may take proceedings for enforcement of a Review Panel determination that is made an order of the court, in that court, against the person in Canada against whom the Review Panel determination is addressed in accordance with paragraph 4 of Annex 13-D;
- (d) proceedings to enforce a Review Panel determination that has been made an order of the court shall be conducted in Canada by way of summary proceedings, provided that the court shall promptly refer any question of fact or interpretation of the Review Panel determination to the Review Panel that made the determination, and the decision of the Review Panel shall be binding on the court;
- (e) a Review Panel determination that has been made an order of the court shall not be subject to domestic review or appeal; and

- (a) 乌克兰仅可在加拿大未能在收到第4款所述通知后180天内符合该通知条款的情况下，向有管辖权的法院提交经认证的审查小组决定副本；
- (b) 提交后，审查小组决定出于执行目的应成为法院命令；
- (c) 乌克兰可针对附件13-D第4款中所述加拿大境内被审查小组决定所指向的个人，在该法院提起执行已转为法院命令的审查小组决定的诉讼程序；
- (d) 执行已转为法院命令的审查小组决定的诉讼程序应在加拿大以简易程序方式进行，但法院须立即将有关审查小组决定的事实问题或解释问题提交原作出裁定的审查小组，且审查小组的决定对法院具有约束力；
- (e) 已作为法院命令的审查小组决定不得接受国内审查或上诉；以及

- (f) an order made by the court in proceedings to enforce a Review Panel determination that has been made an order of the court shall not be subject to review or appeal.

- (f) 法院在强制执行已作为法院命令的审查小组决定的诉讼程序中所作命令，不得接受复审或上诉。

7. If Ukraine has failed to comply with a notice provided under paragraph 4 within 180 days of it being provided, the procedures for the enforcement of the monetary assessment resulting from a Review Panel determination under paragraph 2 shall be executed in Ukraine as follows:

7. 若乌克兰未能在收到第4款通知后180天内予以遵守，则应根据第2款由审查小组裁定产生的货币评估执行程序，在乌克兰按以下方式实施：

- (a) Ukraine shall deem a Review Panel determination as a binding foreign arbitral award within the meaning of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done in New York, on 10 June 1958, and shall recognize and enforce it as such;

- (a) 乌克兰应将审查小组决定视为1958年6月10日在纽约签订的《承认及执行外国仲裁裁决公约》意义上的具有约束力的外国仲裁裁决，并据此予以承认和执行；

- (b) a Review Panel determination shall be deemed to be the result of a valid arbitration agreement; and

- (b) 审查小组决定应被视为有效仲裁协议的结果；且

- (c) a competent Ukrainian court may refuse to recognize and enforce the Review Panel determination only on the grounds provided for in this Chapter.

- (c) 乌克兰有管辖权的法院仅可基于本章规定之理由，拒绝承认和执行审查小组决定。

8. If a Party makes a change to its domestic procedures for enforcement under paragraph 6 or 7 that has the effect of

8. 如一缔约方根据第6或7段对其国内执行程序作出变更，且该变更导

undermining the provisions of this Annex, that Party shall be considered to be in violation of this Chapter.

削弱本附件条款的效力，则该缔约方应被视为违反本章规定。

Annex 13-D: Extent of Obligations

附件13-D：义务范围

1. At the time of entry into force of this Agreement, Canada shall notify Ukraine, through diplomatic channels, a written declaration with a list of any provinces for which Canada is to be bound in respect of matters within their jurisdiction. The declaration shall be effective on the date of receipt by Ukraine, and shall carry no implication as to the internal distribution of powers within Canada. Canada shall notify Ukraine of any modification to its declaration, which shall take effect six months thereafter, subject to any outstanding public communications, Ministerial review or Review Panels.

1. 在本协定生效时，加拿大应通过外交渠道向乌克兰提交一份书面声明，列出加拿大将在其管辖权范围内事项上受约束的省份清单。该声明自乌克兰收到之日起生效，且不暗示加拿大内部权力分配。加拿大应就声明任何修改通知乌克兰，修改将在六个月后生效，但须以未决的公众通讯、部长级审查或审查小组意见为准。

2. Canada shall not request the establishment of a Review Panel under Section C at the request of the government of a province not included in the declaration provided under paragraph 1.

2. 加拿大不得根据第1款提供的声明中未包含省份政府的请求，依据C部分要求设立审查小组。

3. Ukraine shall not request the establishment of a Review Panel under Section C concerning a matter related to a labour law of a province unless that province is included in the declaration provided under paragraph 1.

3. 乌克兰不得就与某省劳动法相关的事项请求根据C部分设立审查小组，除非该省已包含在第1款提供的声明中。

4. Canada shall, no later than the date on which a Review Panel is established pursuant to Article 13.15 respecting a matter within the scope of paragraph 3, notify Ukraine in writing of whether any recommendation of a Review Panel in a report under Article 13.16 or any monetary assessment imposed by a Review Panel under Annex 13-C with respect to Canada shall be addressed to Her Majesty in right of Canada or Her Majesty in right of the province concerned.

5. Canada shall make its best efforts to have as many of its provinces as possible accept to be added to the declaration referred in paragraph 1.

Chapter 14: Transparency

Section A – Publication, Notification and Administration of Laws

Article 14.1: Definitions

For the purposes of this Section:

ruling of general application means an administrative ruling or interpretation applying to situations of fact and persons falling within the general scope of that ruling or interpretation and establishing a norm of conduct but does not include:

4. 加拿大应最迟在根据第13.15条就第3段范围内事项设立审查小组之日，以书面形式通知乌克兰：审查小组根据第13.16条所作报告中的任何建议，或审查小组根据附件13-C对加拿大实施的任何货币评估，应提交加拿大女王陛下还是相关省份女王陛下。5. 加拿大应尽最大努力促使尽可能多的省份同意加入第1款所述声明。

第14章：透明度

A部分 - 法律的公布、通知和管理

第14.1条：定义

就本节而言：

普遍适用的裁决指适用于该裁决或解释的一般范围内的事实情况和个人的行政裁决或解释，并确立行为规范，但不包括：

- (a) 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
- (b) a ruling that adjudicates with respect to a particular act or practice.

- (a) 在行政或准司法程序中作出的适用于另一方特定个人、商品或服务具体案例的裁定或裁决；或
- (b) 对特定行为或做法作出裁定的裁决。

Article 14.2: Publication

1. Each Party shall ensure that its legislation, 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.

第14.2条：公布

1. 每一缔约方应确保其普遍适用的、涉及本协定所涵盖事项的法律、程序和行政裁决得以迅速公布或以其他方式提供，以便利害关系人和另一缔约方能够知悉。

2. To the extent possible, each Party shall:

- (a) publish in advance any measure that it proposes to adopt; and
- (b) provide interested persons and the other Party a reasonable opportunity to comment on those proposed measures.

2. 在可能范围内，每一缔约方应：

- (a) 提前公布其拟采取的任何措施；及
- (b) 为利害关系人和另一缔约方提供对这些拟议措施发表意见的合理机会。

Article 14.3: Notification and Provision of Information

1. To the extent possible, each Party shall notify the other Party of an actual or proposed measure that the Party considers might materially

第14.3条：通知和信息提供

1. 在可能范围内，每一缔约方应将其认为可能重大地影响本协定运作或实质性影响另一方在本协定下利益的任何实际或拟议措施通知另一方。

affect the operation of this Agreement or substantially affect the other Party's interests under this Agreement.

影响本协定的运作或实质性影响另一方在本协定下的利息。

2. At the request of the other Party, a Party shall promptly provide information and respond to questions pertaining to an actual or proposed measure, even if the Party was previously notified of that measure.

2. 应另一方的请求，一方应及时提供与已实施或拟议措施相关的信息并回应问题，即使该方此前已收到关于该措施的通知。

3. Any notification or information provided pursuant to this Article is without prejudice as to whether the measure is consistent with this Agreement.

3. 根据本条款提供的任何通知或信息，均不影响该措施是否符合本协定的判定。

Article 14.4: Administrative Proceedings

第14.4条：行政程序

In order to ensure that measures of general application affecting matters covered by this Agreement are applied in a consistent, impartial and reasonable manner, each Party shall ensure that in its administrative proceedings where the measures referred to in Article 14.2 are applied to particular persons, goods or services of the other Party:

为确保普遍适用且影响本协定所涉事项的措施以一致、公正和合理的方式实施，每一缔约方应确保在其行政程序中，当第14.2条所述措施适用于另一方的特定个人、货物或服务时：

- (a) if possible, persons of the other Party that are directly affected by a proceeding are provided reasonable notice, in accordance with that Party's domestic procedures, when a proceeding is initiated, including a description of the nature of the

- (a) 如有可能，当程序启动时，根据该缔约方的国内程序，向直接受程序影响的另一方个人提供合理通知，包括对程序性质的概述、

proceeding, a statement of the legal authority under which the proceeding is initiated and a general description of the issues in question;

- (b) a person referred to in sub-paragraph (a) are afforded a reasonable opportunity to present facts and arguments in support of their positions prior to a final administrative action, when permitted by time, the nature of the proceeding, and the public interest; and
- (c) the administrative procedures are in accordance with the law of each Party.

程序启动所依据的法律授权声明以及争议问题的概述；

- (b) 第(a)项所述个人在最终行政行为作出前，若时间、程序性质及公共利益允许，应被给予合理机会陈述支持其立场的事实和论据；且
- (c) 行政程序应符合每一缔约方的法律。

Article 14.5: Review and Appeal

1. Each Party shall establish or maintain judicial, quasi-judicial or administrative bodies or procedures for the purpose of prompt review and, if warranted, correction of final administrative actions in matters covered by this Agreement. Each Party shall ensure that its respective bodies 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 administrative proceedings, referred to in paragraph 1, have the right to:

第14.5条：审查和上诉

1. 每一缔约方应设立或维持司法、准司法或行政机关或程序，以便对本协定所涉事项的最终行政行为进行迅速审查，并在必要时予以更正。每一缔约方应确保其相关机构公正和独立于负责行政执法的办公室或当局，且对事项结果无重大利益。

2. 每一缔约方应确保第1款所述行政程序的各方有权：

- (a) a reasonable opportunity to support or defend their respective positions; and
- (b) a decision based on the evidence and submissions of record or, if required by Party's legislation, the record compiled by the administrative authority.

3. Each Party shall ensure, subject to appeal or review as provided in its legislation, that decisions referred to in paragraph 3(b) are implemented by, and govern the practice of, the offices or authorities with respect to the administrative action at issue.

Article 14.6: Cooperation on Promoting Increased Transparency

The Parties agree to cooperate in bilateral, regional and multilateral fora on ways to promote transparency in respect of international trade and investment.

Section B – Anti-Corruption

Article 14.7: Definitions

For the purposes of this Section:

foreign public official means a person holding a legislative, executive, administrative, or judicial office of a foreign country, whether

- (a) 获得合理机会支持或辩护其各自立场；以及

• (b) 基于记录的证据和提交材料作出的决定，或根据缔约方立法要求，由行政机关编制的记录作出的决定。

3. 每一缔约方应确保，在遵守其立法规定的上诉或复审程序的前提下，第3(b)条所述决定由负责相关行政行为的办公室或当局执行，并规范其惯例。

第14.6条：促进提高透明度的合作双方同意在双边、区域和多边论坛中就促进国际贸易和投资透明度的方法开展合作。

B部分 - 反腐败

第14.7条：定义

就本节而言：

外国公职人员 指在外国担任立法、行政、管理或司法职务的个人，无论

appointed or elected, and a 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 any person who is authorized by such an organization to act on behalf of that organization;*

public official *means a person:*

- *(a) holding a legislative, executive, administrative or judicial office of a Party;*
  - *(i) whether appointed or elected;*
  - *(ii) whether permanent or temporary;*
  - *(iii) whether paid or unpaid; and*
  - *(iv) irrespective of that person's seniority,*
- *(b) who performs a public function, including for a public agency or public enterprise, or provides a public service, as defined in the domestic law of the Party and as applied in the pertinent area of law of that Party; or*
- *(c) defined as a "public official" in domestic law of a Party.*

Article 14.8: Statement of Principles

是任命或选举产生，以及为外国行使公共职能的个人，包括为公共机构或公共企业；**国际公共组织官员** 指国际公务员或经该组织授权代表其行事的任何个人；**公职人员** 指个人：

- (a) 担任缔约方的立法、行政、司法职务；
  - (i) 无论任命或选举；• (ii) 无论永久或临时；• (iii) 无论有偿或无偿；以及• (iv) 无论该个人的资历如何，
- (b) 履行公共职能者，包括为公共机构或公共企业服务，或提供公共服务，其定义以缔约方国内法为准，并适用于该缔约方相关法律领域；或
- (c) 缔约方国内法定义的"公职人员"。

第14.8条：原则声明

The Parties affirm their resolve to prevent and combat bribery and corruption in international trade and investment.

双方申明其决心防止和打击国际贸易和投资中的贿赂和腐败行为。

Article 14.9: Anti-Corruption Measures

第14.9条：反腐败措施

1. With a view to preventing and combating bribery and corruption in international trade and investment, each Party shall adopt or maintain the legislative or other measures as may be necessary to establish as criminal offences:

1. 为防止和打击国际贸易和投资中的贿赂和腐败，每一缔约方应采取或维持必要的立法或其他措施，将以下行为定为刑事犯罪：

- (a) the promise, offering or giving, to a public official, directly or indirectly, of an undue advantage, for the official themself or another person or entity, in order that the official act or refrain from acting in the exercise of their official duties;

- (a) 直接或间接向公职人员许诺、提议或给予不正当利益，以使其在执行公务职责时作为或不作为，无论该利益是为该官员本人或其他个人或实体所谋取；

- (b) the solicitation or acceptance by a public official, directly or indirectly, of an undue advantage, for the official or another person or entity, in order that the official act or refrain from acting in the exercise of their official duties;

- (b) 公职人员直接或间接索取或收受不正当利益，以使其在执行公务职责时作为或不作为，无论该利益是为该官员本人或其他个人或实体所谋取；

- (c) the promise of, offering of or giving to a foreign public official or an official of a public international organization, directly or indirectly, of an undue advantage, for the official themself or another person or entity, in order that the official act or refrain from acting in the exercise of their official duties, in order to obtain

- (c) 承诺、提议或直接或间接向外国公职人员或国际公共组织官员提供不正当利益，以使其在执行公务职责时作为或不作为，从而为该官员自身或其他个人或实体获取

or retain business or other undue advantage in relation to the conduct of international business; and

- (d) aiding, abetting or conspiring to commit any of the offences described in sub-paragraphs (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. Each Party shall ensure that its sanctions for offences referred to in paragraph 1 take into account the gravity of that offence.

4. Each Party shall adopt such measures as may be necessary consistent with its legal principles, to establish the liability of enterprises for participation in the offences referred to in paragraph 1. In particular, each Party shall ensure that enterprises held liable for an offence 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 any unjustified treatment of a person who reports, in good faith and on reasonable grounds, facts to the competent authorities concerning offences referred to in paragraph 1.

或保留与国际商业行为相关的业务或其他不正当利益；以及

- (d) 协助、教唆或共谋实施(a)至(c)项所述任何违法行为。

2. 每一缔约方应采取必要措施，确立对第1款所述在其领土内实施的刑事犯罪的管辖权。

3. 每一缔约方应确保对第1款所述违法行为的制裁考虑到该违法行为的严重性。

4. 每一缔约方应根据其法律原则采取必要措施，确立企业参与第1款所述违法行为的责任。特别是，每一缔约方应确保因本节违法行为被追究责任的企业受到有效、相称和具有威慑力的刑事或非刑事制裁，包括金钱制裁。

5. 每一缔约方应考虑在其国家层面的国内法律体系中纳入适当措施，为基于善意和合理理由向主管当局报告第1款所述违法行为事实的个人提供保护，使其免受不公正待遇。

Article 14.10: 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, including encouraging and supporting appropriate initiatives.

Chapter 15: Trade-related cooperation

Article 15.1: Trade-Related Cooperation

1. 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 undertake to promote trade-related cooperation, with the following objectives:

- (a) to strengthen the capacities of the Parties to maximize the opportunities and benefits deriving from this Agreement;
- (b) to strengthen and develop cooperation at a bilateral, regional or multilateral level;

第14.10条：国际论坛中的合作

双方认识到区域和多边倡议对于预防和打击国际贸易和投资中贿赂和腐败的重要性。双方同意共同努力，在区域和多边论坛推进预防和打击国际贸易和投资中贿赂和腐败的努力，包括鼓励和支持适当的倡议。

第15章：贸易相关合作

第15.1条：贸易相关合作

1. 认识到贸易相关合作是促进贸易驱动的经济增长和适应贸易自由化所需改革与投资的重要催化剂，双方承诺推动贸易相关合作，并设定以下目标：

- (a) 加强缔约方能力，以最大化本协定带来的机遇和利益；
- (b) 在双边、区域或多边层面加强和发展合作；

- (c) to foster new trade and investment opportunities in areas of mutual interest such as those relating to science, technology and innovation; and
- (d) to promote sustainable economic development, with an emphasis on small and medium-sized enterprises.

2. Trade-related cooperation may include:

- (a) exchange of information, transfer and exchange of expertise and training, such as facilitating exchange visits of researchers, experts, specialists and private sector representatives;
- (b) joint activities such as joint studies and joint research concerning issues relating to this Agreement;
- (c) transfer of technology, skills and practices;
- (d) institutional assistance and capacity-building such as through training seminars, workshops, conferences and internships;
- (e) participation in international activities; and
- (f) any other means of cooperation as jointly decided by the Parties.

3. Trade-related cooperation may build on previous cooperation activities, and may include the subject matters set out in the indicative list in Annex 15-A.

• (c) 在科学、技术和创新等共同利益领域培育新的贸易和投资机会；以及

• (d) 促进可持续经济发展，重点关注中小型企业。

2. 贸易相关合作可包括：

• (a)信息交换、专业知识的转移和交流及培训，例如促进研究人员、专家、专业人士及私营部门代表的交流访问；• (b) 联合活动，如与本协定相关问题的联合研究及联合研究；• (c) 技术、技能和实践的转移；• (d) 机构援助和能力建设，例如通过培训研讨会、工作坊、会议和实习；• (e) 参与国际活动；以及 • (f) 双方共同决定的其他任何合作方式。

3. 贸易相关合作可基于先前的合作活动，并可包括附件15-A指示性清单中列出的主题事项。

4. The provisions of this Chapter are cooperative and are not subject to dispute settlement under Chapter 17 of this Agreement.

4. 本章规定具有合作性质，不适用本协定第17章下的争端解决机制。

Article 15.2: Contact Points

第15.2条：联络点

1. Each Party designates a Contact Point to facilitate communication concerning the implementation of this Chapter.

1. 每一缔约方应指定一个联络点，以促进关于本章实施的沟通。

2. The Contact Points may jointly work 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.

2. 联络点可共同制定工作指导方针，并根据需要与本协定下设立的其他联络点和委员会协调，按照本章目标开展贸易相关合作。

3. The Contact Points may communicate by electronic mail, video-conferencing or any other means as decided by the Parties.

3. 联络点可通过电子邮件、视频会议或双方决定的其他方式进行沟通。

4. The Contact Points are:

4. 联络点为：

- (a) For Ukraine:
-
- Director of International trade-economic
- Cooperation and European integration,
- Ministry of Economic Development and Trade of Ukraine,
- 12/2 M. Grushevs'kyi Street, Kyiv, 01008, Ukraine

• (a) 乌克兰方：•• 国际贸易经济合作与欧洲一体化司司长，• 乌克兰经济发展和贸易部，• 12乌克兰基辅M. Grushevs'kyi街2号，01008

- (b) For Canada:
-
- Director, Head of Development Cooperation
- Kyiv, Ukraine
- Embassy of Canada to Ukraine
- Government of Canada

Annex 15-A: Indicative List of Potential Subject Matters for Trade-Related Cooperation

1. Support for Small and Medium-sized Enterprises (SMEs)

2. Agriculture

3. Standard-setting

Chapter 16: Administration of the agreement

Article 16.1: Joint Commission

1. The Parties hereby establish the Joint Commission, composed of representatives at the Ministerial level or their designees.

2. The Joint Commission shall:

- (a) supervise the implementation of this Agreement;
- (b) review the general functioning of this Agreement;
- (c) oversee the further elaboration of this Agreement;

• (b) 加拿大方：•• 发展合作主任，• 乌克兰基辅• 加拿大驻乌克兰大使馆• 加拿大政府

附件15-A：贸易相关合作潜在主题事项指示性清单

1. 中小型企业支持

2. 农业

3. 标准制定

第16章：协议管理

第16.1条：联合委员会

1. 双方特此设立联合委员会，由部长级代表或其指定人员组成。

2. 联合委员会应：

• (a) 监督本协议的实施；• (b) 审查本协议的总体运作；• (c) 监督本协议的进一步细化；

- (d) supervise the work of all committees and subcommittees established under this Agreement referred to in Articles 1 and 2 of Annex 16-A and any other bodies established under paragraph 6; and
- (e) consider any other matter that may affect the operation of this Agreement.

- (d) 监督所有根据本协定设立的委员会和分委会的工作，这些委员会和分委会在附件16-A的第1条和第2条中提及，以及根据第6款设立的任何其他机构；并且
- (e) 审议可能影响本协定运作的任何其他事项。

3. The Joint Commission may:

3. 联合委员会可：

- (a) adopt interpretive decisions concerning this Agreement binding on panels established under Article 17.7 (Establishment of a Panel);
- (b) seek the advice of non-governmental persons or groups;
- (c) take any other action in the exercise of its functions as the Parties may decide;
- (d) further the implementation of the objectives of this Agreement by approving any revisions of:
  - (i) a Party's Schedule to Annex 2-B (Tariff Elimination) with the purpose of adding one or more goods excluded in the Tariff Elimination Schedule;
  - (ii) the phase-out periods established in Annex 2-B (Tariff Elimination), with the purpose of accelerating the tariff reduction;

- (a) 通过对本协定具有约束力的解释性决定，这些决定对根据第17.7条（专家组的设立）设立的专家组具有约束力；
- (b) 征求非政府人士或团体的意见；• (c) 采取双方可能决定的任何其他行动以行使其职能；
- (d) 通过批准以下修订，进一步推动本协定目标的实施：
  - (i) 缔约方附件2-B（关税取消）的附表，目的是添加关税减让表中排除的一项或多项货物；• (ii) 附件2-B（关税取消）中设立的逐步取消期限，目的是加速关税削减；

- (iii) the product-specific rules of origin established in Annex 3-A (Product-Specific Rules of Origin); and
- (iv) the procuring entities listed on a Party's schedule in Annex 10-A (Central Government Entities) and Annex 10-B (Other Entities);

- (iii) 附件3-A（产品特定原产地规则）中设立的产品特定原产地规则；以及
- (iv) 缔约方附件10-A（中央政府实体）和附件10-B（其他实体）附表中所列的采购实体；

- (e) consider any amendments or modifications to the rights and obligations under this Agreement; and
- (f) establish the amount of remuneration and expenses that will be paid to panellists.

- (e) 审议对本协定项下权利与义务的任何修正或修改；及
- (f) 确定应支付给专家组成员的报酬和费用金额。

4. At the Request of the Committee on the Environment established under Chapter 12 (Environment), the Joint Commission may revise Annex 1-A (Multilateral Environmental Agreements) to include other multilateral environmental agreements, or to remove a multilateral environmental agreement listed in that Annex.

4. 应第12章（环境）设立的环境委员会的请求，联合委员会可修订附件1-A（多边环境协定），以纳入其他多边环境协定，或移除该附件所列的多边环境协定。

5. The revisions referred to in subparagraph 3(d) and paragraph 4 shall be subject to the completion of any necessary legal procedures of either Party.

5. 第3(d)子段和第4款所述的修订须待任一方完成任何必要的法律程序后生效。

6. The Joint Commission may establish and delegate responsibilities to committees, subcommittees or working groups. Unless otherwise provided in this Agreement, the committees, subcommittees and working groups shall work under a mandate recommended by the

6. 联合委员会可设立并授权委员会、分委会或工作组履行职责。除非本协定另有规定，各委员会、分委会和工作组应在第16.2条所述协定协调员推荐并经联合委员会批准的授权范围内开展工作。

Agreement Coordinators referred to in Article 16.2 and approved by the Joint Commission.

7. The Joint Commission shall establish its rules and procedures. Decisions of the Commission shall be taken by mutual consent.

8. The Joint Commission shall convene once a year or upon the request in writing of either Party. Unless otherwise decided by the Parties, sessions of the Joint Commission shall be held alternately in the territory of each Party or by any technological means available.

Article 16.2: Agreement Coordinators

1. Each Party shall appoint an Agreement Coordinator and notify the other Party within 60 days following the entry into force of this Agreement.

2. The Agreement Coordinators shall jointly:

- (a) monitor the work of all bodies established under this Agreement, referred to in Annex 16-A and any other bodies established under Article 16.1.6, including communications relating to successors to those bodies;
- (b) recommend to the Joint Commission the establishment of bodies that they consider necessary to assist the Joint Commission;
- (c) coordinate preparations for Joint Commission meetings;

第16.2条所述并经联合委员会批准的协议协调员。

7. 联合委员会应制定其规则和程序。委员会的决定应经双方同意作出。

8. 联合委员会应每年召开一次会议，或应任一方书面请求召开。除非双方另有决定，联合委员会会议应轮流在每一缔约方领土内举行，或通过任何可行的技术手段召开。

第16.2条：协议协调员

1. 每一缔约方应任命一名协定协调员，并在本协定生效后60天内通知另一方。

2. 协议协调员应共同：

- (a) 监督根据本协定设立的所有机构（列于附件16-A）及根据第16.1.6条设立的任何其他机构的工作，包括与这些机构继任者相关的沟通；
- (b) 向联合委员会建议设立其认为必要的机构以协助联合委员会；• (c) 协调联合委员会会议的准备工作；

- (d) follow up on any decisions taken by the Joint Commission, as appropriate;
- (e) receive notifications and information provided pursuant to this Agreement and, as necessary, facilitate communications between the Parties on any matter covered by this Agreement; and
- (f) consider any other matter that may affect the operation of this Agreement as mandated by the Joint Commission.

3. The Coordinators shall meet as often as required.

4. A Party may request in writing at any time that a special meeting of the Coordinators be held. This meeting shall take place within 30 days of receipt of the request by the other Party.

Annex 16-A: Committees, Subcommittees and Other Bodies

1. The Committees established are the:

- (a) Committee on Trade in Goods and Rules of Origin (Article 2.13); and
- (b) Committee on Intellectual Property (Article 11.12).

2. The Subcommittees established are the:

- (a) Subcommittee on Agriculture (Article 2.13.4); and

• (d) 酌情跟进联合委员会作出的任何决定；• (e) 接收根据本协定提供的通知和信息，并在必要时促进双方就本协定所涉任何事项进行沟通；以及• (f) 审议联合委员会授权的可能影响本协定运作的任何其他事项。

3. 协调员应根据需要经常会晤。

4. 缔约方可随时以书面形式请求召开协调员特别会议。该会议应在另一方收到请求后30天内举行。

附件16-A：委员会、分委会及其他机构

1. 设立的委员会包括：

• (a) 货物贸易和原产地规则委员会（第2.13条）；及• (b) 知识产权委员会（第11.12条）。

2. 设立的分委会包括：

• (a) 农业小组委员会（第2.13.4条）；以及

- (b) Subcommittee on Origin Procedures (Article 3.31).

3. Other bodies established are the:

- (a) Labour Ministerial Council (Article 13.9); and
- (b) Committee on the Environment (Article 12.16).

4. Contact points are established by:

- (a) Chapter 2 (National Treatment and Market Access, Article 3(i) of Annex 2-B (Tariff Elimination);
- (b) Chapter 6 (Sanitary and Phytosanitary Measures), Article 6.3 (Sanitary and Phytosanitary Contact Points);
- (c) Chapter 7 (Technical Barriers to Trade), Article 7.8 (Chapter Contact Points);
- (d) Chapter 11 (Intellectual Property), Article 11.11 (Designation of Contact Points);
- (e) Chapter 12 (Environment), Article 12.12 (National Contact Point);
- (f) Chapter 13 (Labour), Article 13.10 (National Mechanisms); and
- (g) Chapter 15 (Trade Related Cooperation), Article 15.2 (Contact Points)

Chapter 17: Dispute Settlement

• (b) 原产地程序分委会（第3.31条）。

3. 其他已设立的机构包括：

• (a) 劳工部长理事会（第13.9条）；以及

• (b) 环境委员会（第12.16条）。4. 联络点由以下条款设立：• (a) 第2章（国民待遇和市场准入），附件2-B（关税取消）第3(i)条；• (b) 第六章（卫生与植物卫生措施），第6.3条（卫生与植物卫生联络点）；• (c) 第七章（技术性贸易壁垒），第7.8条（章节联络点）；• (d) 第11章（知识产权），第11.11条（联络点的指定）；• (e) 第12章（环境），第12.12条（国家联络点）；• (f) 第13章（劳工），第13.10条（国家机制）；以及• (g) 第15章（贸易相关合作），第15.2条（联络点）

第17章：争端解决

Section A – State to State Dispute Settlement

Article 17.1: Definitions

For the purposes of this Chapter:

complaining Party means a Party that requests the establishment of a panel under Article 17.7;

panel means a panel established under Article 17.7; and

Party complained against means the Party that receives the request for the establishment of a panel under Article 17.7.

Article 17.2: Cooperation

The Parties shall endeavour to come to an understanding on the interpretation and application of this Agreement, and attempt through cooperation and consultations to arrive at a mutually satisfactory resolution of a matter that may affect its operation.

Article 17.3: Scope and Coverage

1. Except for matters arising under Chapters 6 (Sanitary and Phytosanitary Measures), 11 (Intellectual Property), 12 (Environment) and 13 (Labour), 15 (Trade Related Cooperation) and Article 9.2 of Chapter 9 (Competition Policy, Monopolies and State Enterprises) and as otherwise provided under this Agreement, the

A部分 - 国家间争端解决

第17.1条：定义

就本章而言：

申诉方指根据第17.7条请求设立专家组的缔约方；

专家组指根据第17.7条设立的专家组；且

被诉方指收到根据第17.7条提出的专家组设立请求的缔约方。

第17.2条：合作

缔约方应努力就本协定的解释和申请达成理解，并通过合作和磋商尝试达成双方满意的解决方案，以解决可能影响其运作的事项。

第17.3条：范围和覆盖

1. 除第6章（卫生与植物卫生措施）、第11章（知识产权）、第12章（环境）和第13章（劳工）、第15章（贸易相关合作）以及第9章（竞争政策、垄断和国有企业）第9.2条所涉事项外，且除非本协定另有规定，

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:

- (a) an actual or proposed measure of the other Party is or would be inconsistent with one of its obligations under this Agreement;
- (b) the other Party has otherwise failed to carry out one of its obligations under this Agreement; or
- (c) there is nullification or impairment within the meaning of Annex 17-A (Nullification and Impairment).

2. Annex 17-B (Dispute Settlement for Anti-Corruption) applies to a dispute arising under Section B of Chapter 14 (Transparency). Except as set out in the Annex 17-B, Articles 17.4 through 17.14 do not apply to that dispute.

Article 17.4: 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.

本章的争端解决条款适用于解决缔约方之间关于本协定解释或适用的争议，或当一缔约方认为：

- (a) 另一方的实际或拟议措施与本协定项下的一项义务不一致或将会不一致；
- (b) 另一方未能履行本协定项下的一项义务；或
- (c) 存在附件17-A（无效与减损）所指的无效或损害。

2. 附件17-B（反腐败争端解决）适用于第十四章B节（透明度）项下产生的争端。除附件17-B规定外，第17.4条至第17.14条不适用于该争端。

第17.4条：论坛选择

1. 在第2款的约束下，对于同时涉及本协定和世贸组织协议或缔约双方均为缔约方的其他自由贸易协议的争端，可由申诉方根据其裁量权选择按其中一项协议的条款指定的争端解决机构进行解决。

2. Notwithstanding paragraph 1, if a Party complained against claims that a measure is subject to Article 1.3 (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 under this Agreement.

2. 尽管有第1款的规定，若被诉方主张某项措施适用第1.3条（与环境及保护协定的关系）并以书面形式请求根据本协定处理该事项，则申诉方仅可诉诸本协定规定的争端解决程序。

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款所述协议请求设立争端解决专家组，则应使用所选论坛并排除另一方，除非被诉方根据第2款提出请求。

Article 17.5: Consultations

第17.5条：磋商

1. A Party may request, in writing, consultations with the other Party regarding a matter referred to in Article 17.3.

1. 缔约方可书面请求与另一方就第17.3条所述事项进行磋商。

2. The Party requesting consultations shall deliver the request to the other Party, setting out the reasons for the request, identifying the measure or matter at issue under Article 17.3 and indicating the legal basis for the complaint.

2. 请求磋商的缔约方应向另一方提交请求，说明请求理由，指明第17.3条下有争议的措施或事项，并表明申诉的法律依据。

3. Subject to paragraph 4, the Parties, unless they otherwise decide, shall enter into consultations within 30 days of the date of receipt of the request by the other Party.

3. 在第4款的规定下，双方应于另一方收到请求之日起30天内进行磋商，除非双方另有决定。

4. In urgent cases, including those involving a good or service that rapidly loses its trade value, such as perishable goods, consultations shall commence within 15 days of the date of receipt of the request by the other Party.

4. 在紧急情况下，包括涉及迅速丧失贸易价值的商品或服务（如易腐货物）时，磋商应于另一方收到请求之日起15天内开始。

5. The requesting Party may request that the other Party make available personnel of its governmental agencies or other regulatory bodies with expertise in the subject matter of the consultations.

5. 请求方可请求另一方提供其政府机构或其他监管机构中具备磋商主题事项专业知识的专业人员。

6. The Parties shall attempt to arrive at a mutually satisfactory resolution of a matter through consultations under this Article. To this end, each Party shall:

6. 双方应努力通过本条项下的磋商达成双方满意的解决方案。为此，每一缔约方应：

- (a) provide sufficient information for a full examination of the measure or matter at issue; and

- (a) 提供充分信息，以便全面检查争议措施或事项；及

- (b) treat as confidential any information, including proprietary information, received in the course of consultations that is designated as confidential by the Party providing the information.

- (b) 对磋商过程中收到的任何信息（包括提供信息的缔约方指定为保密的专有信息）予以保密处理。

7. Consultations are confidential and without prejudice to the rights of the Parties in proceedings under this Chapter.

7. 磋商应保密且不影响双方在本章项下诉讼程序中的权利。

8. Consultations may be held in person or by another means that the Parties decide.

8. 磋商可面对面进行，或通过双方商定的其他方式进行。

Article 17.6: Good Offices, Conciliation and Mediation

第17.6条：斡旋、调解与调停

1. The Parties, at any time, may decide to undertake an alternative method of dispute resolution, such as good offices, conciliation or mediation.

1. 双方可随时决定采用替代性争端解决方法，例如斡旋、调解或调停。

2. The Parties shall conduct alternative methods of dispute resolution according to procedures on which they decide.

2. 双方应根据共同决定的程序，采用其他争端解决方法。

3. Either Party, at any time, may begin, suspend or terminate proceedings established under this Article.

3. 任一方可随时启动、中止或终止根据本条建立的诉讼程序。

4. Proceedings involving good offices, conciliation and mediation are confidential and without prejudice to the rights of the Parties in other proceedings.

4. 涉及斡旋、调解和调停的程序应保密，且不影响双方在其他程序中的权利。

Article 17.7: Establishment of a Panel

第17.7条：专家组的设立

1. Unless the Parties decide otherwise, the complaining Party may refer the matter to a dispute settlement panel if a matter referred to in Article 17.5 has not been resolved:

1. 除非双方另有决定，若第17.5条所述事项未能在以下期限内解决，申诉方可将该事项提交争端解决专家组：

- (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 consultations for matters referred to in Article 17.5(4).

- (a) 自收到磋商请求之日起45日历日内；或
- (b) 对于第17.5条第4款所述事项，自收到磋商请求之日起25天内。

2. The complaining Party shall deliver the written request for panel establishment to the Party complained against, indicating the reason

2. 申诉方应向被诉方提交设立专家组的书面请求，说明请求的理由，

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.

指明争议的具体措施或其他事项，并提供申诉法律依据的简要概述，以便清楚地陈述问题。

Article 17.8: Panel Selection

第17.8条：专家组选择

1. The panel shall consist of three panellists.

1. 专家组应由三名专家组成员组成。

2. Within 30 days of receiving the request to establish a panel, each 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.

2. 在收到设立专家组的请求后30天内，每一缔约方应通知另一方其任命的专家组成员，并提出最多四名候选人担任专家组主席。若一方未在此期限内任命专家组成员，则该专家组成员应由另一方从主席候选人中选定。

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.

3. 双方应在收到设立专家组的请求之日起45天内，尽力从提议的候选人中选出一名担任主席的专家组成员。若双方未能在此时限内选出主席，则应在随后的7天内从提议的候选人中随机选定主席。4. 若某缔约方任命的专家组成员退出、被移除或无法履职，该缔约方应在30天内任命替代人选，否则将按照第2款第二句的规定任命替代人选。

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 appointment of a replacement within 30 days, failing which the replacement shall be appointed in accordance with the second sentence of paragraph 3.

6. If an appointment pursuant to paragraph 4 or 5 requires 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 or the chair, as the case may be, shall be selected randomly from the candidates proposed.

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 that the replacement is selected.

5. 若专家组主席退出、被移除或无法履职，双方应尽力在30天内决定任命替代人选，否则将按照第3段第二句的规定任命替代人选。6. 若根据第4款或第5款进行的任命需从主席候选人名单中遴选且无剩余候选人时，每一缔约方应在30天内提出最多3名额外候选人，并在该期限届满后7天内，视情况从提议的候选人中随机选定专家组成员或主席。

7. 适用于该程序的时限自专家组成员退出、被移除或无法履职之日起中止，并于选定替代人选之日起恢复。

Article 17.9: Qualifications of Panellists

Each panellist shall:

- (a) 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;
- (b) be chosen strictly on the basis of objectivity, reliability and sound judgment;

第17.9条：专家组成员资格

每位专家组成员应：

- (a) 具备法律、国际贸易或本协定所涉其他事项的专业知识或经验，或在国际贸易协定下产生的争端解决方面具有专长；
- (b) 严格基于客观性、可靠性和合理判断进行遴选；

- (c) be independent of, and not be affiliated with or take instructions from, either Party;
- (d) 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;
- (e) comply with a Code of Conduct that the Joint Commission shall approve at its first session following the entry into force of this Agreement; and
- (f) not have been involved in an alternative dispute settlement proceeding referred to in Article 17.6 regarding the same dispute.

- (c) 独立于任一方，且不隶属于任一方或接受其指示；• (d) 不得为缔约方国民，通常居住地不得位于缔约方领土内，亦不得受雇于任一方；• (e) 遵守联合委员会在本协定生效后首次会议通过的行为准则；且• (f) 未曾参与第17.6条所述涉及同一争议的替代性争端解决程序。

Article 17.10: Rules of Procedure

1. A panel shall follow the provisions of this Chapter, including Annex 17-C (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;

第17.10条：程序规则

1. 专家组应遵循本章规定，包括附件17-C（程序规则）。专家组在与双方协商后，可制定不违反本章规定的补充程序规则。

2. 除非双方另有决定，程序规则应确保：

- (a) 每一缔约方有机会提供初始和反驳书面意见；

- (b) the Parties have the right to at least one hearing before the panel; subject to subparagraph (g) these hearings shall be open to the public;
- (c) the Parties have the right to present and receive written submissions and oral arguments in any of the Parties' official languages;
- (d) all submissions and comments made to the panel are available to the other Party;
- (e) a Party makes 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);
- (f) the panel allows a non-governmental person of a Party to provide written views regarding the dispute that may assist the panel in evaluating the submissions and arguments of the Parties; and
- (g)information designated by either Party for confidential treatment is protected.

• (b) 双方有权在专家组面前至少举行一次听证会；根据子段落(g)，这些听证会应向公众开放；• (c) 双方有权以任一缔约方的官方语言提交和接收书面意见及口头辩论；• (d) 向专家组提交的所有意见和评论均对另一方开放；• (e) 一方应向公众提供任一方提交的书面意见、口头陈述笔录以及对专家组请求或问题的书面答复，但需遵守子段落(g)；• (f) 专家组允许一方的非政府人士就争端提供书面意见，以协助专家组评估双方的意见和论点；以及• (g) 由任一方指定为保密处理的信息受到保护。

3. Unless the Parties decide otherwise, within 15 days of the date of receipt of the request for panel establishment, the terms of reference of the panel shall be:

3. 除非双方另有决定，在收到设立专家组的请求之日起15个日历日内，专家组的职权范围应为：

- "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 17.11."

4. If the complaining Party claims that a benefit has been nullified or impaired within the meaning of Annex 17-A, the terms of reference shall so indicate.

5. If a Party so requests, the terms of reference of a panel shall include determining the degree of adverse trade effects on a Party of a measure found:

- (a) to be inconsistent with an obligation in the Agreement; or
- (b) to have caused nullification or impairment within the meaning of Annex 17-A.

6. 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 deems appropriate, subject to those terms and conditions that the Parties may decide upon.

7. The panel may rule on its own jurisdiction.

8. The panel may delegate to the chair authority to make administrative and procedural decisions.

- "根据协议的相关条款，审查设立专家组请求中提及的事项，并按照第17.11条作出调查结果、决定和建议。"

4. 如申诉方声称某项利益已根据附件17-A的含义丧失或减损，职权范围应予以说明。

5. 如一缔约方提出请求，专家组的职权范围应包括确定被认定措施对该缔约方造成不利贸易影响的程度：

- (a) 违反协议中的义务；或
- (b) 根据附件17-A的含义导致无效或损害。

6. 应一缔约方请求或主动提出，专家组可向其认为适当的个人或机构寻求信息和技术建议，但须遵守双方可能商定的条款和条件。

7. 专家组可自行裁定其管辖权。

8. 专家组可授权主席作出行政和程序性决定。

9. 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.

9. 专家组在与双方协商后，可修改专家组程序适用的时限，并作出其他为保障程序的公平性或效率所需的程序性或行政性调整。

10. Findings, determinations and recommendations of the panel under Article 17.11 shall be made by a majority of its members.

10. 根据第17.11条，专家组的调查结果、决定和建议应由其成员的多数作

11. Panellists may furnish separate opinions on matters not unanimously agreed. A panel may not disclose which panellists are associated with majority or minority opinions.

11. 专家组成员可就未达成一致的事项提出单独意见。专家组不得披露哪些成员与多数或少数意见相关联。

12. 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.

12. 除非双方另有决定，专家组的费用，包括专家组成员的报酬，应由双方均摊。

Article 17.11: Panel Reports

第17.11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. 除非双方另有决定，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. 专家组应基于本协定的条款，按照国际公法的解释规则进行适用和解释，并考虑双方的提交材料和论点以及本章规定下的信息和技术建议，来制定其报告。

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:

- (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.

4. Notwithstanding Article 17.10, the initial report of the panel shall be confidential.

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. 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.

3. 专家组应在最后一名专家组成员选定后的120天内向双方提交初步报告。该报告应包含

- (a) 事实认定；
- (b) 关于被诉方是否遵守其在本协定下义务的裁定，以及职权范围中要求的任何其他认定或裁定；
- (c) 争端解决建议（如缔约方提出请求时）。

4. 尽管有第17.10条规定，专家组的初步报告应保密。

5. 缔约方可就专家组初步报告提交书面意见，但须遵守专家组可能设定的时限。专家组在考虑这些意见后，可主动或应缔约方请求：

- (a) 征求一缔约方的意见；
- (b) 重新考虑其报告；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. 专家组应在提交初步报告后30天内向双方提交最终报告。

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 17.10.2(g).

7. 除非双方另有决定，专家组的最终报告可在提交给双方15天后由任一方公布，但须遵守第17.10.2(g)条的规定。

Article 17.12: Implementation of the Final Report

第17.12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. 在收到专家组的最终报告后，双方应就争端的解决作出决定。除非双方另有决定，该解决应遵循专家组作出的裁定或建议。

2. Whenever possible, the resolution shall be the removal of a measure not conforming to this Agreement or removal of the nullification or impairment within the meaning of Annex 17-A.

2. 在可能的情况下，解决方式应为取消不符合本协定的措施或消除附件17-A所指的无效或损害。

3. If the Parties are unable to reach a resolution within 30 days of presentation of the final report, or within another period of time as decided by the Parties, the Party complained against, if so requested by the complaining Party, shall enter into negotiations with a view to determining compensation.

3. 如果双方未能在最终报告提交后30天内或双方商定的其他时间段内达成解决，被诉方应在申诉方请求下进行谈判，以确定补偿。

Article 17.13: Non-Implementation – Suspension of Benefits

第17.13条：未执行 – 利益中止

1. The complaining Party, subject to paragraph 4 and following notice to the Party complained against, may suspend the application to the Party complained against of benefits of equivalent effect if:

- (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 17A;
- (b) the Parties have not been able to resolve the dispute to their mutual satisfaction within 30 days of receiving the final report; or
- (c) the Parties fail to decide on compensation within 30 days of the complaining Party's request, if a request was made.

2. The notice referred to in paragraph 1 shall specify the level of benefits that the complaining Party proposes to suspend.

3. In considering which benefits to suspend under paragraph 1:

- (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 17-A; and

1. 申诉方在遵守第4段规定并通知被诉方后，可在下列情况下中止对被诉方实施等效利益：

• (a) 专家组在其最终报告中裁定某项措施不符合本协定义务，或存在附件17A所指的无效或损害；• (b) 双方未能在收到最终报告后30天内达成双方满意的争端解决方案；或• (c) 若申诉方提出请求，双方未能在该请求提出后30天内就补偿达成一致。

2. 第1款所述通知应列明申诉方拟中止的利益水平。

3. 在考虑根据第1款中止哪些利益时：

• (a) 申诉方应首先寻求中止受专家组认定违反本协定义务或导致附件17-A所指无效或损害的同一部门内的利益或其他义务；且

- (b) the 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) 若申诉方认为中止同一部门内的利益或其他义务不可行或无效，则可中止另一部门的利益。

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 17.14, or until the time when the Parties arrive at a resolution of the dispute.

4. 缔约方仅可暂时中止利益，且仅限于另一方将不一致措施或其他事项调整至符合本协定（包括通过第17.14条所述专家组程序达成）之时，或双方达成争端解决之时。

5. For the 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 17-A.

5. 就第4款而言，“不一致措施或其他事项”指经专家组裁定不符合本协定义务、或以附件17-A所述含义抵消或减损利益的措施或其他事项。

Article 17.14: Review of Compliance and Suspension of Benefits

第17.14条：合规审查与利益中止1. 缔约方可通过向另一方提交书面通知，请求重新召集专家组就以下事项作出裁定：

1. A Party may, by written notice to the other Party, request that a panel be reconvened to make a determination regarding:

- (a) whether the level of benefits suspended by a Party under Article 17.13.1 is manifestly excessive; or
- (b) any disagreement as to the existence or consistency with this Agreement of a measure taken to comply with the determinations or recommendations of the previously established panel.

- (a) 缔约方根据第17.13.1条中止的利益水平是否明显过量；或- (b) 对为符合先前成立的专家组的裁定或建议而采取的措施是否存在或是否符合本协定存在任何分歧。

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1段所述请求的书面通知中，缔约方应指明争议的具体措施或事项，并提供申诉的法律依据的简要概述，足以清晰地说明问题。

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 17.8.4.

3. 当另一方收到第1款所述请求的书面通知时，应重新召集专家组。若专家组成员无法继续参与重新召集的专家组，则应根据第17.8.4条进行替换。

4. The provisions of Articles 17.10 and 17.11 apply to procedures adopted and a report issued by a panel reconvened under this Article, with the exception that, subject to Article 17.10.9, the panel shall present an initial report within 60 days of being reconvened if the request concerns only paragraph 1(a), and otherwise within 90 days.

4. 第17.10条和第17.11条的规定适用于根据本条重新召集的专家组所采纳的程序及出具的报告，但根据第17.10.9条，若请求仅涉及第1款(a)项，专家组应在重新召集后60天内提交初步报告，其他情况下应在90天内提交。5. 根据本条重新召集的专家组可在报告中酌情建议终止利益中止或调整中止利益的金额。

5. A panel reconvened under this Article may include in its report a recommendation, if appropriate, that a suspension of benefits be terminated or that the amount of benefits suspended be modified.

Article 17.15: Referrals of Matters from Judicial or Administrative Proceedings

第17.15条：司法或行政程序事项的转介

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

1. 如果在缔约方的国内司法或行政程序中出现了本协定的解释或申请问题，且任一方认为值得其介入，或者如果法院或

administrative body solicits the views of a Party, that Party shall notify the other Party. The Joint Commission shall endeavour to decide on an appropriate response as expeditiously as possible.

行政机关征求缔约方的意见，该缔约方应通知另一方。联合委员会应尽快努力决定适当的答复。

2. The Party in whose territory the court or administrative body is located shall submit any interpretation of the Joint Commission to the court or administrative body in accordance with the rules of that forum.

2. 法院或行政机关所在领土的缔约方应根据该法庭的规则，将联合委员会的任何解释提交给法院或行政机关。

3. If the Joint Commission is unable to decide on the interpretation, a Party may submit its own views to the court or administrative body in accordance with the rules of that forum.

3. 如果联合委员会无法就解释作出决定，缔约方可依据该法庭的规则，向法院或行政机关提交其自身的意见。

Section B – Other Dispute Settlement

B部分 - 其他争端解决

Article 17.16: Private Rights

第17.16条：私人权利

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.

缔约方不得因其国内法规定另一方作为或不作为违反本协定，而对该另一方提起诉讼权。

Article 17.17: Alternative Dispute Resolution

第17.17条：替代性争议解决

1. Each Party shall encourage and facilitate the use of arbitration and other means of alternative dispute resolution to the extent possible in

1.每一缔约方应尽可能鼓励和便利使用仲裁及其他替代性争议解决方式，

order to settle international commercial disputes between private parties in the free trade area.

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 those disputes.

3. A Party is deemed to comply with paragraph 2 if it is a party to and complies with the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards, done at New York on 10 June 1958.

Annex 17-A: Nullification or Impairment

1. If a Party considers that a benefit it could reasonably have expected to accrue to it under a provision of

- (a) Chapter 2 (National Treatment and Market Access), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation), Chapter 5 (Emergency Action) or Chapter 10 (Government Procurement); or
- (b) Chapter 8 (Electronic Commerce)

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 or Article XX:2 of the

以解决自由贸易区内私人缔约方之间的国际商业争议。

2. 为此，每一缔约方应提供适当程序，以确保遵守仲裁协议，并承认和执行这些争议中的奖项。

3. 如果一缔约方是1958年6月10日在纽约签订的《联合国关于承认和执行外国仲裁裁决公约》的缔约方并遵守该公约，则视为符合第2款。

附件17-A：无效或损害

1. 如果一缔约方认为其根据以下条款合理预期可获得的利益

- (a) 第二章（国民待遇和市场准入）、第三章（原产地规则和原产地程序）、第四章（贸易便利化）、第五章（紧急行动）或第十章（政府采购）；或
- (b) 第八章（电子商务）

根据1994年关贸总协定第二十三条第一款(b)项或政府采购协定第二十条第二款的含义，由于另一方采取与本协定不冲突的措施而导致利益正在丧失或减损，

Annex to the Protocol Amending the Agreement on Government Procurement (hererinafter referred to as the "GPA"), the 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 and Article XX:2 of the GPA.

修订政府采购协议的议定书附件（以下简称"政府采购协定"）的缔约方可依据本章诉诸争端解决。根据本章设立的专家组应考虑解释1994年关贸总协定第二十三条第一款(b)项和政府采购协定第二十条第二款的相关判例法。

2. A Party may not invoke paragraph 1(b) or (c) with respect to a measure subject to an exception under Article 18.2 (General Exceptions).

2. 缔约方不得就属于第18.2条（一般例外）例外范围的措施援引第1款(b)项或(c)项。

3. A Party may not invoke paragraph 1 with respect to a measure subject to the exception under Article 18.6 (Cultural Industries).

3. 缔约方不得就属于第18.6条（文化产业）例外范围的措施援引第1款。

Annex 17-B: Dispute Settlement for Anti-Corruption

附件17-B：反腐败争端解决

Consultations

磋商

1. A Party may request consultations with the other Party regarding a matter related to Section B of Chapter 14 (Transparency) by delivering a request in writing to the Agreement Coordinator of the other Party. The Agreement Coordinators shall consult as soon as possible to discuss the matter.

1. 一缔约方可就与第十四章B节（透明度）相关的事项，通过以书面形式向另一缔约方的协定协调员提交请求，请求与另一缔约方进行磋商。协议协调员应尽快协商以讨论该事项。

2. If the Parties fail to resolve the matter within 60 days of delivery of the request for consultations referred to in paragraph 1, and the matter relates to an obligation under Section B of Chapter 14 (Transparency), a Party may request cabinet-level consultations. The Parties shall conduct cabinet-level consultations as soon as possible after the request for those consultations is made.

2. 若双方未能在第1款所述磋商请求送达后60天内解决该事项，且该事项涉及第十四章B节（透明度）下的义务，则一缔约方可请求进行内阁级磋商。双方应在提出内阁级磋商请求后尽快开展此类磋商。

Review Panel

审查小组

3. If the Parties fail to resolve the matter within 120 days of delivery of the request for cabinet-level consultations referred to in paragraph 2, the requesting Party may request establishment of a Review Panel by delivering a request in writing to the other Party.

3. 如双方未能在第2款所述内阁级磋商请求递交后120天内解决该事项，请求方可书面形式向另一方递交请求设立审议小组的请求。

4. Unless the Parties decide otherwise, the terms of reference of the Review Panel shall be:

4. 除非双方另有决定，审议小组的职权范围应为：

- "To examine, in the light of the relevant provisions of Section B of Chapter 14 of the Agreement, the matter referred by (name of the complaining Party) as set out in the request for the establishment of the Review Panel and to make determinations and recommendations as provided in paragraph 14."

- "根据协议第14章B节相关条款，审查（申诉方名称）在设立审议小组请求中所述事项，并依照第14款作出裁定和建议。"

5. Unless the Parties decide otherwise, the Review Panel shall conduct its proceedings in accordance with the Rules of Procedure in Annex

5. 除非双方另有决定，审查小组应按照附件中的程序规则进行其诉讼程序。

17-C. A Review Panel may establish, in consultation with the Parties, supplementary rules of procedure that do not conflict with the provisions of this Annex.

17-C。审查小组可在与双方协商后，制定与本附件条款无冲突的补充程序规则。

6. If the Review Panel determines that there has been a violation of an obligation under Section B of Chapter 14 (Transparency), the Parties may decide on a mutually satisfactory action plan to implement the Panel's recommendations. Any action plan agreed upon by the Parties may be made publically available by either Party.

6. 如审查小组确定存在违反第14章B节（透明度）项下义务的情形，双方可商定一项共同满意的行动计划以落实专家组的建议。双方商定的任何行动计划可由任一方公开。

Panel selection

专家组选择

7. A Review Panel shall be composed of three panelists.

7. 审查小组应由三名小组成员组成。

8. Panellists shall:

8. 专家组成员应：

- (a) be chosen on the basis of expertise in anti-corruption matters or other appropriate disciplines, objectivity, reliability and sound judgment;
- (b) be independent of, and not be affiliated with or take instructions from, either Party;
- (c) not have an interest in the review directly, nor be affiliated with a person or organization that has an interest in the review; and

- (a) 应基于反腐败事务或其他相关学科的专业知识、客观性、可靠性及合理判断进行遴选；
- (b) 独立于任一缔约方，且不隶属于或接受任一缔约方指示；
- (c) 不得与审查存在直接利益关系，亦不得隶属于与审查存在利益关系的个人或组织；且

- (d) comply with the Code of Conduct referred to in Article 17.9(e).

Panel selection procedures

9. Each Party shall, within 20 days of delivery of the request referred to in paragraph 3, appoint a panellist, propose up to four candidates that are not nationals of either Party to serve as the chair of the Review Panel, and notify the other Party in writing of the appointment and its proposed candidates to serve as chair.

10. If a Party fails to appoint a panelist within this time, the other Party shall select the panellist from among qualified individuals who are nationals of the Party that has failed to select its panellist.

11. The Parties shall, within 30 days after the date of receipt of the request for panel establishment, endeavour to decide on and appoint a chair. If the Parties fail to decide on the chair within this time, within a further seven days the chair shall be selected by lot from among the candidates proposed.

12. If either Party believes that a panelist is in violation of the Code of Conduct referred to in Article 17.9(e), the Parties shall consult and, if they agree, the panelist shall be removed and a new panelist shall be selected in accordance with the procedures set out in paragraphs 9 to

- (d) 遵守第17.9(e)条所述《行为准则》。

专家组遴选程序

9. 每一缔约方应在第3段所述请求送达后20个日历日内，任命一名专家组成员，提出最多四名非任一方国民的候选人担任审查小组主席，并以书面形式通知另一方该任命及其提议的主席候选人。

10. 如一缔约方未能在此时限内任命小组成员，另一方应从未能选出其专家组成员的缔约方国民中的合格人选中选定该成员。

11. 双方应在收到设立专家组的请求之日起30天内，尽力商定并任命主席。如双方未能在此时限内决定主席人选，则应在随后的七天内通过抽签从提议的候选人中选定主席。

12. 如果任一方认为小组成员存在违反条款17.9(e)所述行为准则的情形，双方应进行协商；若达成一致，该小组成员应被移除，并按照第9至11段规定的程序重新选任小组成员。

11. The time limits for that selection will run from the date the Parties agree to remove the panelist.

11. 该选任程序的时限应从双方同意移除小组成员之日起计算。

Review Panel Process

审查小组程序

Initial Report

初步报告

13. The Review Panel shall present to the Parties an initial report within 120 days of the selection of the last panelist.

13. 审查小组应在最后一名小组成员选定后120天内向双方提交初步报告。

14. The report shall contain:

- (a) findings of fact;
- (b) the Review Panel's determination as to whether there has been a violation of an obligation; and
- (c) if a violation has been found, the Review Panel's recommendations for the resolution of the matter.

14. 报告应包含：

• (a) 事实认定；• (b) 审查小组关于是否存在义务违反的裁定；及• (c) 如认定存在违反，审查小组针对该事项的解决建议。

Final Report

最终报告

15. The Parties may provide comments on the initial report within 60 days of its presentation to the Parties.

15. 缔约方可就初步报告向双方提交意见，期限为报告提交后的60天。

16. The Review Panel shall present the final report to the Parties within 90 days of providing the initial report.

16. 审查小组应在提交初步报告后的90天内向双方提交最终报告。

17. A Party may publish the final report 60 days after it is presented to the Parties.

17. 缔约方可于最终报告提交双方60天后予以公布。

18. The Parties may decide to modify any time limits set out in this Annex.

19. The Parties shall determine a separate budget for each set of panel proceedings pursuant to this Annex. If the Parties do not decide on a budget, the expenses of the Review Panel will be shared by the Parties equally.

Annex 17-C: Rules of Procedure

Application

1. The following rules of procedure apply to a dispute settlement proceeding under this Chapter, unless the Parties decide otherwise.

Definitions

2. For the purposes of this Annex:

adviser means a person retained by a Party to advise or assist the Party in connection with the panel proceeding;

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.

Written Submissions and Other Documents

18. 双方可决定修改本附件中规定的时限。

19. 双方应为本附件项下的每套件专家组程序确定单独的预算。如双方未就预算达成一致，审查小组的费用将由双方均摊。

附件17-C：程序规则

申请

1. 除双方另有决定外，下列程序规则适用于本章项下的争端解决程序。定义

2. 就本附件而言：

顾问指缔约方为在专家组程序中提供咨询或协助而聘用的个人；**法定假日**指每周六、周日及缔约方为这些规则之目的指定的任何其他假日；以及**代表**指缔约方政府部门或机构或其他政府实体的雇员。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 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 also deliver an electronic version of the submissions or other documents.

3. 每一缔约方应向专家组提交书面提交材料的原件及至少3份副本，并向另一方的大使馆提交一份副本。若双方同意，提交材料及与专家组程序相关的任何其他文件可通过电子邮件或其他电子传输方式进行交付。当缔约方交付书面提交材料或与专家组程序相关的任何其他文件的纸质副本时，该缔约方还应同时提交提交材料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. 申诉方应在最后一名专家组成员任命之日起10天内提交初次书面提交材料。被诉方则应在申诉方初次书面提交材料截止日期后20天内提交书面反驳材料。

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. 专家组在与双方协商后，应确定双方后续书面辩驳材料及其他专家组与双方认为适当的书面意见的提交日期。

6. At any time a Party 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. 缔约方可随时通过提交一份明确标注变更的新文件，更正专家组程序中任何书面提交材料或其他文件中的轻微文书性质错误。

7. If the last day for delivery of a document falls on a legal holiday observed by either Party or on another day on which the government offices of either Party are closed by order of the government or by force majeure, the document may be delivered on the next business day.

7. 若文件提交的最后一日适逢任一方法定假日，或任一方政府机关因政府命令或不可抗力而关闭的其他日期，则该文件可顺延至下一个工作日提交。

Burden of Proof

举证责任

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 that inconsistency. If the Party complained against asserts that a measure is subject to an exception or exemption under this Agreement, it shall have the burden of establishing that the exception or exemption applies.

8. 申诉方若主张另一方的措施与本协定条款不一致，应承担证明该不一致性的举证责任。若被诉方主张某项措施适用本协定下的例外或豁免，则应承担证明该例外或豁免适用的举证责任。

Written Submission by a Non-Governmental Person

非政府人士的书面意见

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:

9. 专家组可根据申请，准许一方非政府人士提交书面意见。在决定是否准许时，专家组应特别考虑以下因素：

- (a) if the subject matter of the proceeding is of public interest;
- (b) if the non-governmental person has a substantial interest in the proceeding, which requires more than an interest in the development of trade law jurisprudence, the interpretation of the Agreement or the subject matter of the dispute;

- (a) 若程序的主题事项涉及公共利益；
- (b) 若该非政府人士在程序中具有重大利益，且该利益需超越对贸易法判例发展、《协议》解释或争端主题事项的一般关注；

- (c) if 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.

- (c) 若书面提交材料能通过提供不同于缔约方的视角、特定知识或见解，协助专家组判定与程序相关的事实或法律问题；且

- (d) 缔约方关于申请许可的提交材料。

10. If the panel has granted leave to a non-governmental person to file a written submission, the panel shall ensure that:

10. 若专家组已批准非政府人士提交书面提交材料的许可，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 non-governmental person described in its application for leave;
- (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) 书面提交材料未向争端引入新问题；• (b) 书面提交材料在双方定义的争端职权范围内；• (c) 书面提交材料仅涉及该非政府人士在其许可申请中描述的事实和法律问题；• (d) 书面提交材料避免干扰程序并保持当事方平等；且• (e) 缔约方有机会对该书面提交材料作出回应。

Role of Experts

专家角色

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 any additional terms and conditions as the Parties may decide. The requirements set out in Article 17.9 apply to the experts or bodies, as appropriate.

11. 应一缔约方请求或主动提议，专家组可向其认为适当的个人或机构寻求信息和技术建议，但须遵守第12和第13段规定以及双方可能决定的其他条款和条件。第17.9条列明的要求适用于相关专家或机构。

12. Before the panel seeks information or technical advice under paragraph 11, it shall:

12. 专家组根据第11款寻求信息或技术建议前，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
- (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.

- (a) 将其寻求信息或技术建议的意向通知缔约方，并为其提供适当期限以提交意见；及
- (b) 向缔约方提供收到的信息或技术建议副本，并为其提供适当期限以提交意见。

13. If 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 that information or technical advice.

13. 若专家组在报告的准备过程中考虑了根据第11款收到的信息或技术建议，则还应考虑缔约方就该信息或技术建议提交的意见或评论。

Operation of Panels

专家组的运作

14. The chair shall preside at all of the panel's meetings.

14. 主席应主持所有专家组会议。

15. The panel may conduct its business by any appropriate means, including by telephone, facsimile transmission and video or computer links.

15. 专家组可通过任何适当方式处理其事务，包括电话、传真传输及视频或计算机链接。

16. Only panellists may take part in the deliberations of the panel. The panel, in consultation with the Parties, may employ assistants, interpreters or translators, or stenographers to the extent they may be required for the proceeding, and may permit them to be present during the 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 17.10(g).

16. 只有专家组成员可参与专家组的审议。专家组在与缔约方协商后，可雇用助理、口译员或笔译员，或速记员，只要他们在程序中需要，并可允许他们在审议期间在场。专家组成员及专家组雇用的人员应保持专家组审议的保密性以及根据第17.10(g)条受保护的信息。

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. 专家组在与缔约方协商后，可修改专家组程序中适用的时限，并作出程序中所需的其他程序性或行政性调整。

Hearings

听证会

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. 主席应在与缔约方和专家组成员协商后确定初次听证会及任何后续听证会的日期和时间，并以书面形式通知缔约方这些日期和时间。

19. Unless the Parties decide otherwise, 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.

19. 除非双方另有决定，听证会地点应在双方领土之间轮换，首次听证会在被诉方领土举行。

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 of the persons who will be present at the hearing on behalf of that Party, as well as a list of the other representatives or advisers who will be attending the hearing.

20. 每一缔约方应不迟于听证会日期前5个日历日，向另一方和专家组提交一份将代表该缔约方出席听证会的个人名单，以及将出席听证会的其他代表或顾问名单。

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.

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. Those procedures may include, among other methods, the use of live web-broadcasting or closed-circuit television.

21. 每一场听证会应由专家组以确保申诉方和被诉方在陈述、答复和反驳中获得平等时间的方式进行。22. 听证会应向公众开放，除非有必要保护任一方指定为保密处理的信息。专家组在与双方协商后，应采取适当的后勤安排和程序，确保公众的出席不会干扰听证会。这些程序可包括但不限于使用网络直播或闭路电视等方法。

23. The panel shall arrange the preparation of any hearing transcripts and shall deliver a copy of those transcripts to each Party as soon as possible after they are prepared.

23. 专家组应安排准备所有听证会笔录，并应在笔录准备完成后尽快向每一缔约方交付副本。

Ex Parte Contacts

单方接触

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.

24. 缔约方不得在未通知另一缔约方的情况下与专家组进行沟通。专家组不得在另一方缺席或未通知另一方的情况下与缔约方沟通。

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.

25. 专家组成员不得在其他成员缺席的情况下与缔约方讨论程序实质事项的任何方面。

Remuneration and Payment of Expenses

报酬和费用支付

26. 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.

26. 每位专家组成员应记录并向缔约方提交其时间、费用及任何助理的最终账目。专家组主席应记录并向缔约方提交所有一般费用的最终账目。

Chapter 18: Exceptions

第18章：例外

Article 18.1: Definitions

第18.1条：定义

For the purposes of this Chapter:

就本章而言：

competition authority means:

竞争管理机构means:

- (a) for Canada, the Commissioner of Competition and includes a successor notified to the other Party through the Coordinators; and

- (a) 对加拿大而言，指竞争事务专员，包括通过协调员向另一方通知的继任者；及

- *(b) for Ukraine, the Antimonopoly Committee of Ukraine and includes a successor notified to the other Party through the Coordinators.*

- (b) 对乌克兰而言，指乌克兰反垄断委员会，包括通过协调员向另一方通知的继任者。

designated authority *means:*

指定机构指：

- *(a) for Canada, the Assistant Deputy Minister for Tax Policy, Department of Finance and includes a successor notified to the other Party through the Coordinators; and*
- *(b) for Ukraine, the State Fiscal Service of Ukraine and includes a successor notified to the other Party through the Coordinators.*

- (a) 对加拿大而言，指财政部税务政策助理副部长，包括通过协调员向另一方通知的继任者；及
- (b) 对乌克兰而言，指乌克兰国家财税局，包括通过协调员向另一方通知的继任者。

information protected under its competition laws *means:*

受竞争法保护的信息指：

- *(a) for Canada, information within the scope of Section 29 of the Competition Act, R.S.C. 1985, c. C-34, and includes any successor provision; and*
- *(b) for Ukraine, information with restricted access according to Article 221 of the Law of Ukraine On the Antimonopoly Committee of Ukraine and includes any successor provision.*

- (a) 对加拿大而言，指《1985年竞争法》（R.S.C. 1985, c. C-34）第29节范围内的信息，包括任何后继条款；及
- (b) 对乌克兰而言，指根据乌克兰《关于乌克兰反垄断委员会的法律》第221 条款规定限制访问的信息，包括任何后继条款。

person engaged in a cultural industry *means a person engaged in any of the following activities:*

从事文化产业的人员 指从事以下任何活动的个人：

- (a) 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;
- (b) the production, distribution, sale or exhibition of film or video recordings;
- (c) the production, distribution, sale or exhibition of audio or video music recordings;
- (d) the publication, distribution or sale of music in print or machine-readable form; or
- (e) 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.

- (a) 以印刷或机读形式出版、分销或销售书籍、杂志、期刊或报纸，但不包括仅从事上述任何材料的印刷或排版活动；
- (b) 电影或录像的生产、分销、销售或展览；• (c) 音频或视频音乐录音的生产、分销、销售或展览；
- (d) 音乐以印刷或机器可读形式的出版、分销或销售；或
- (e) 无线电通信，其中传输旨在供公众直接接收，以及所有广播、电视和有线广播承诺，以及所有卫星节目和广播网络服务。

tax convention means a convention for the avoidance of double taxation or other international taxation agreement or arrangement; and

税收协定指避免双重征税或其他国际税收协议或安排的公约；及

tax and **taxation measure** do not include:

税收及**税收措施**不包括：

- (a) a customs duty; or
- (b) a measure listed in exceptions (b), (c), or (d) in the definition of customs duty in Article 1.6 (Definitions of General Application).

- (a) 关税；或• (b) 第1.6条（一般适用定义）中关税定义所列例外(b)、(c)或(d)项下的措施。

Article 18.2: General Exceptions

For the purposes of Chapter 2 (National Treatment and Market Access), Chapter 3 (Rules of Origin and Origin Procedures), Chapter 4 (Trade Facilitation), Chapter 5 (Emergency Action), Chapter 6 (Sanitary and Phytosanitary Measures), Chapter 7 (Technical Barriers to Trade), and Chapter 8 (Electronic Commerce), GATT 1994 Article XX is incorporated into 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.

第18.2条：一般例外

就第二章（国民待遇和市场准入）、第三章（原产地规则和原产地程序）、第四章（贸易便利化）、第5章（紧急行动）、第六章（卫生与植物卫生措施）、第七章（技术性贸易壁垒）以及第8章（电子商务）而言，1994年关税与贸易总协定第二十条已纳入本协定。双方理解，1994年关税与贸易总协定第二十条(b)款所指措施包括为保护人类、动物或植物的生命或健康所必需的环境措施。双方进一步理解，1994年关税与贸易总协定第二十条(g)款适用于保护可耗竭的自然资源（无论生物或非生物）的措施。

Article 18.3: National Security

This Agreement does not:

- (a) 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;
- (b) prevent a Party from taking an action that it considers necessary to protect its essential security interests:

第18.3条：国家安全

本协定不：

• (a) 要求一缔约方提供或允许信息获取，如果该缔约方认为披露该信息将违背其基本安全利益；• (b) 阻止一缔约方采取其认为保护其基本安全利益所必需的行动：

- (i) 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;
- (ii) taken in time of war or other emergency in international relations; or
- (iii) relating to the implementation of national policies or international agreements respecting the non-proliferation of nuclear weapons or other nuclear explosive devices; or

- (c) prevent a Party from fulfilling its obligations under the Charter of the United Nations for the maintenance of international peace and security.

- (i) 涉及武器、弹药和战争工具的贸易，以及直接或间接为供应军事或其他安全机构而进行的其他货物、材料、服务和技术的此类贸易和交易；
- (ii) 在国际关系处于战争或其他紧急状态时采取；或
- (iii) 涉及实施关于核武器或其他核爆炸装置不扩散的国家政策或国际协议；或

- (c) 阻止缔约方履行《联合国宪章》下维护国际和平与安全的义务。

Article 18.4: Taxation

1. Except as set out in this Article, this Agreement does not apply to a taxation measure.

2. This Agreement does not affect the rights and obligations of a Party under a tax convention. In the event of any inconsistency between this Agreement and a tax convention, the tax convention prevails.

条款18.4：税收

1. 除本条款规定外，本协定不适用于税收措施。

2. 本协定不影响缔约方在税收协定下的权利与义务。如本协定与税收协定存在任何不一致，以税收协定为准。

3. If 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. 如本协定中关于税收措施的条款与税收协定中的条款相似，税收协定中指定的主管当局应使用该税收协定的程序性规定来解决可能因本协定产生的问题。

4. Notwithstanding paragraphs 2 and 3:

- (a) Article 2.3 (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; and,
- (b) Article 2.9 (Customs Duties on Exports) applies to a taxation measure.

4. 尽管有第2款和第3款的规定：

• (a) 第2.3条（国民待遇）及本协定中为实施该条款所必需的条款适用于税收措施，其适用范围与GATT第三条相同；且，• (b) 第2.9条（出口关税）适用于税收措施。

5. In order to give effect to paragraphs 1 to 3:

- (a) 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 any panel established under Article 17.7 (Establishment of a Panel) for the dispute. If a Party has referred the issue to the designated

5. 为实施第1款至第3款：

• (a) 如果在双方之间的争端中出现关于一缔约方的措施是否为税收措施的问题，任一方可将该问题提交给双方的指定当局。指定当局应决定该措施是否为税收措施的问题，其决定对根据第17.7条（专家组的设立）设立的专家组具有约束力。如果一缔约方已将问题提交给指定

authorities and they have not decided the issue within six months of the referral, the panel shall decide the issue; and

- (b) if an issue arises as to whether, according to paragraph 2, a tax convention prevails over this Agreement in a dispute between the Parties, a Party to the dispute may refer the issue to the designated authorities of the Parties. The designated authorities shall consider the issue and decide whether there is an inconsistency between this Agreement and a tax convention with respect to a taxation measure that gives rise to the issue. If within six months of the referral of the issue to the designated authorities, they decide with respect to the taxation measure that gives rise to the issue that there is an inconsistency, procedures concerning that taxation measure may not be initiated under Article 17.7 (Establishment of a Panel). Procedures concerning the taxation 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.

6. The designated authorities seized of an issue under paragraph 5 may modify the time period allowed to decide the issue.

当局且他们在提交后六个月内未作出决定，专家组应决定该问题；且

• (b) 如出现关于第2款是否规定税收协定优先于本协定适用于缔约方之间争端的问题，争端缔约方可将该问题提交双方指定当局。指定当局应考虑该问题，并决定本协定与税收协定之间是否存在关于引发该问题的税收措施的不一致。若在将问题提交指定当局后六个月内，当局就引发该问题的税收措施作出存在不一致的决定，则不得根据第17.7条（专家组的设立）启动关于该税收措施的程序。在指定当局考虑该问题期间，不得启动关于该税收措施的程序。若缔约方已将问题提交指定当局且当局未在提交后六个月内作出决定，则由专家组决定该问题。

6. 根据第5款受理问题的指定当局可修改决定该问题的时限。

7. This Agreement does not require a Party to furnish or allow access to information the disclosure of which would be contrary to that Party's law protecting information concerning the taxation affairs of a taxpayer.

Article 18.5: Disclosure of Information

1. This Agreement does not require a Party to furnish or allow access to information that 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) a Party is not required to furnish or allow access to information protected under its competition laws; and
- (b) 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 18.6: Cultural Industries

7. 本协定不要求缔约方提供或允许获取其披露将违反该缔约方法律保护纳税人税务事务信息的条款的信息。

第18.5条：信息披露

1. 本协定不要求缔约方提供或允许获取以下信息：若披露该信息会妨碍执法，或违背缔约方法律中关于保护内阁级别政府行政部门的审议和决策过程、个人隐私或金融机构个人客户的财务事务及账户的规定。

2. 在本协定下的争端解决程序过程中：

- (a) 缔约方无义务提供或允许获取受竞争法保护的信息；且
- (b) 缔约方的竞争管理机构无义务提供或允许获取属于特权信息或以其他方式受保护免于披露的信息。

Article 18.6: Cultural Industries

This Agreement does not apply to a measure adopted or maintained by a Party with respect to a person engaged in a cultural industry except as specifically provided in Article 2.4 (Tariff Elimination on Imports).

本协定不适用于缔约方针对从事文化产业的人员采取或维持的措施，除非第2.4条（进口关税的取消）中另有具体规定。

Article 18.7: World Trade Organization Waivers

If a right or obligation in this Agreement duplicates a right or obligation under the WTO Agreement, 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 this Agreement.

第18.7条：世界贸易组织豁免

如果本协定中的某项权利或义务与世贸组织协议中的权利或义务重复，则缔约方采取的措施若符合世界贸易组织根据世贸组织协议第九条通过的豁免决定，即视为也符合本协定。

Chapter 19: Final provisions

第19章：最终条款

Article 19.1: Annexes, Appendices and Footnotes

The Annexes, Appendices and footnotes to this Agreement constitute integral parts of this Agreement.

第19.1条：附件、附录及脚注

本协定的附件、附录及脚注构成本协定的组成部分。

Article 19.2: Review Clause

The Parties undertake to review this Agreement within two years of its entry into force, in light of further developments including within the framework of the WTO Agreement, and other agreements to which the Parties are party, with a view to examining the further

第19.2条：审查条款

双方承诺在本协定生效后两年内对其进行审查，结合包括世贸组织协议框架内的发展以及其他双方参与的协议，以研究进一步的

development and deepening of its provisions and to extending it to subject matters not covered therein, including cross-border trade in services, financial services, investment, telecommunications, temporary entry and any other subject area as decided by the Parties.

条款的发展和深化，并将其扩展至未涵盖的主题事项，包括服务贸易、金融服务、投资、电信、临时入境以及双方决定的其他任何主题领域。

Article 19.3: Amendments

The Parties may agree, in writing, to amend this Agreement. An amendment shall enter into force after the Parties exchange written notifications certifying that they have completed their respective applicable internal requirements and procedures necessary for the entry into force of the amendment, on the date agreed by the Parties.

第19.3条：修正案

缔约方可书面形式同意对本协定进行修正。修正案应在双方交换书面通知确认已完成各自适用的内部要求及修正案生效所需程序后，于双方商定的日期生效。

Article 19.4: Reservations and Unilateral Declarations

This Agreement shall not be subject to unilateral reservations or unilateral interpretive declarations.

第19.4条：保留与单方面声明

本协定不得接受单方面保留或单方面解释性声明。

Article 19.5: Entry into Force

1. Each Party shall notify the other Party in writing of the completion of its domestic procedures required for the entry into force of this Agreement.

第19.5条：生效

1. 每一缔约方应以书面形式通知另一方其完成本协定生效所需的国内程序。

2. This Agreement shall enter into force on the first day of the second month following receipt of the latter notification of the completion of the procedures for entry into force.

2. 本协定应在收到后一份关于完成生效程序的通知后的第二个月的第一天生效。

Article 19.6: Termination

This Agreement may be terminated by either Party by giving notice in writing of its intention to terminate to the other Party. The Agreement shall terminate six months after the date of receipt of that notice.

第19.6条：终止

任一方可通过向另一方提交书面通知表达其终止意向来终止本协定。本协定应在收到该通知之日起六个月后终止。

Article 19.7: Accession

A non-Party may accede to this Agreement upon terms and conditions to be set out in an Agreement on Accession between the Parties and the non-Party. The Parties and the non-Party shall notify each other through diplomatic channels of the completion of the internal procedures necessary to approve the Agreement on Accession.

第19.7条：加入

非缔约方可按照双方与非缔约方之间达成的加入协议中规定的条款和条件加入本协定。双方与非缔约方应通过外交渠道相互通知完成批准加入协议所需的内部程序。

In witness whereof, the undersigned, being duly authorized, have signed this Agreement.

In witnesswhereof，正式授权的签署人已签署本协定。

Done in duplicate at, this day of 2016, in the English, French and Ukrainian languages, each version being equally authentic.

Done 于2016年某日以英语、法语和乌克兰语一式两份签署，各文本同等作准。

_____

For Canada

_____

For Ukraine

_____

代表加拿大

_____

For Ukraine