

approve a commercial transaction or impose a quota, fee or other charge.

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.

Annex 9-A: Country-Specific Definitions of State Enterprises

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.

Text of the Canada-Ukraine Free trade agreement – Chapter 10: Government procurement

Article 10.1: Definitions

For the purposes of this Chapter:

批准一项商业交易或实施配额、费用或其他收费。

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。

附件9-A：国有企业的国别定义

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、省级类似立法含义内的皇家公司，或根据其他适用省级立法成立的等效实体。

加拿大-乌克兰自由贸易协定文本——第10章：

条款10.1：定义

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;

construction service means a service that has as its objective the realization by whatever means of civil or building works, based on Division 51 of the United Nations Provisional Central Product Classification (CPC);

days means calendar days;

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;

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;

limited tendering means a procurement method whereby the procuring entity contacts a supplier or suppliers of its choice;

商业货物或服务 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；

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；

日历日 指公历日；

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；

书面 或书面形式 指任何可阅读、复制及后续传达的文字或数字表达形式，可包含电子传输和存储信息；

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;

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;

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;

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;

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;

qualified supplier means a supplier that a procuring entity recognizes as having satisfied the conditions for participation;

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；

多用清单系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；

意向采购通知系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；

补偿 系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** 系指所有感兴趣的供应商均可提交投标的采购方法；

采购实体系指缔约方市场准入表中附件10-1或10-2所涵盖的实体
缔约方市场准入表中本章的市场准入减让表；

合格供应商系指采购实体认定已满足参与条件的供应商
已满足参与条件；

selective tendering means a procurement method whereby only qualified suppliers are invited by the procuring entity to submit a tender;

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;

supplier means a person or group of persons that provides or could provide goods or services; and

technical specification means a requirement that:

- (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.

Article10.2: Scope and Coverage

选择性招标系指仅由采购实体邀请合格供应商提交投标的采购方法；

服务包括建设服务，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共同和重复使用的规则、指南或特性，其合规性并非强制性。它也可包括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；

供应商指提供或可能提供货物或服务的个人或群体；且

技术规格 指以下要求：

- (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。

第10.2条：范围和覆盖范围

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 paragraphs 6 through 8, 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 Article 10.7;
- (d) by a procuring entity; and

本章节的适用

1. 本章适用于任何与涵盖采购相关的措施，无论其是否全部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，且该阈值以条款10.7规定的方式发布通知时为准；
- (d) 由采购实体；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, existing buildings 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段或缔约方附件中本章的排除范围所涵盖。

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相关权利；
- (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、受监管的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) 以下情形下进行的采购：
 - (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列明以下信息：

- (a) 在附件10-1中，本章涵盖的中央政府实体采购；
- (b) 在附件10-2中，本章涵盖的所有其他实体采购；
- (c) 在附件10-3中，本章涵盖的货物；
- (d) 在附件10-4中，本章涵盖的建设服务以外的服务；
- (e) 在附件10-5中，本章涵盖的建设服务；
- (f) 在附件10-6中，任何一般性注释；
- (g) 在附件10-7中，门槛价调整公式；
- (h) 在附件10-8中，扩展透明度承诺；以及

- (i) in Annex 10-9, the means of publication used for this Chapter.

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.

Valuation

6. In estimating the value of a procurement for the purpose of ascertaining whether it is a covered procurement, a procuring entity shall:

- (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
- (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:
 - (i) premiums, fees, commissions and interest; and

- (i) 在附件10-9中，本章使用的发布方式。

5. 如果采购实体在涵盖采购的背景下，要求未被缔约方附件中本章市场准入减让表所涵盖的人员按照特定要求进行采购，则第10.5条应在适用的情况下，并作必要修改后，适用于此类要求。

估值

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) 不得将一项采购分割为多个单独采购，也不得为估算采购价值而选择或使用特定估值方法，意图全部或部分排除本章的适用；及
- (b) 纳入采购在整个期限内估计最大总价值，无论奖项授予一个或多个供应商，并考虑所有形式的报酬，包括：
 - (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) 如采购规定可能包含选项，则此类选项的总价值。

7. 如果一项采购的个别需求导致授予多个合同，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个月内或采购实体前一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数量或价值的预期变化；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商品或服务的采购，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) 如果合同期限为12个月或更短，则其期限内的预估最大值总额；或

- (ii) if the term of the contract exceeds 12 months, 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.

Article 10.3: 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 necessary as 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) 如果合同期限超过12个月，则包括任何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计算；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)的规定。

条款10.3：与修订后的政府采购协议的关系

1. 在本协议缔约双方同时为《修订政府采购协议(GPA)的议定书》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条的运作将暂停，且除第五条、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，GPA特此并入本协议并成为其组成部分，在缔约方同为GPA缔约方期间适用并作必要修改。并入本章的GPA条款应适用于缔约方就本章所作市场准入减让表的附件。

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.

Article10.4: Security and General Exceptions

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:

- (a) of arms, ammunition or war materials;
- (b) indispensable for national security; or
- (c) indispensable for national defence purposes.

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 from imposing or enforcing measures:

- (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

2. 根据第1款并入本章的GPA条款的任何修正案，除非缔约方另有约定，否则均并入本协议。

第10.4条：安全与一般例外

1. 本章任何规定不得解释为阻止缔约方采取其认为对保护与采购相关的基本安全利益所必需的任何行动，或阻止其披露任何信息：

- (a) 武器、弹药或战争物资的采购；
- (b) 对国家安全不可或缺的采购；或
- (c) 对国防目的不可或缺的采购。

2. 在不影响这些措施的实施方式不得构成在条件相同的情况下对缔约方之间任意的或不合理的歧视手段，或构成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) 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提供的货物或服务。

第10.5条：一般原则

非歧视

1. 对于任何有关涵盖采购的措施，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货物和服务，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，即不低于该缔约方（包括其采购实体）给予本国货物、服务和供应商的待遇。

2. 对于任何有关涵盖采购的措施，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另一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货物或服务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.

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.

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

3. 如通过电子方式进行涵盖采购，采购实体应：

- (a) 确保采购过程使用普遍可用且与其他普遍可用信息技术系统和软件具有互操作性的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；
- (b) 建立机制确保参与请求和投标的完整性，包括确定接收时间及防止不当访问。

采购实施

4. 采购实体应以透明和公正的方式实施涵盖采购，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；且
- (c) 防止腐败行为。

原产地规则

5. 就涵盖采购而言，缔约方不得对从其他缔约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对来自同一缔约方的相同货物或服务所适用的进口或供应时所用的

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.

Offsets

6. With regard to covered procurement, a Party, including its procuring entities, shall not seek, take account of, impose or enforce any offset.

Measures Not Specific to Procurement

7. Paragraphs 1 and 2 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.

Article 10.6: Information on the Procurement System

1. Each Party shall:

- (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

其他缔约方在同一时间正常贸易过程中对来自同一缔约方的相同货物或服务的进口或供应所适用的原产地规则不同。

补偿

6. 关于涵盖采购，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。

非采购专用措施

7. 第1款和第2款不适用于：对进口征收的关税及任何种类的收费；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（涵盖采购管理措施除外）。

条款 10.6：采购系统信息

1. 每一缔约方应：

- (a) 及时公布任何法律、法规、司法裁决、具有普遍适用性的行政裁定、法律或法规要求并纳入公告或招标文件及程序的标准合同条款

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 paragraph 1;
- (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.

Article 10.7: 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 Annex 10-9, except in the circumstances described in Article 10.13. This medium shall be widely disseminated and those

关于涵盖采购及其任何修改，通过广泛传播且公众易于获取的官方指定电子或纸质媒介；以及

- (b) 应另一方请求，就此提供解释。

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款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.

2. The notices of intended procurement shall:

- (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*
- (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.*

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.

3. Except as otherwise provided in this Chapter, each notice of intended procurement shall include:

- (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;*

公告应保持公众易于获取的状态，至少持续至通知中指定的时间段届满为

2. 意向采购公告应：

- (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规定的最短期限；以及
- (b) 对于附件10-2涵盖的采购实体，若以电子方式提供，则至少应通过可免费访问的门户电子站点中的链接提供。

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. 除本章另有规定外，每项意向采购通知应包括：

- (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，以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，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，如可提交的语言非采购实体一方的官方语言；
- (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;

- (k) if, pursuant to Article 10.9, 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
- (l) an indication that the procurement is covered by this Chapter.

Summary Notice

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:

- (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.

该信息应与意向采购通知同时提供给所有感兴趣的供应商；

- (k) 如根据条款10.9，采购实体拟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适用的供应商数量限制；

- (l) 注明该采购受本章约束。

摘要通知

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。摘要通知至少应包含以下信息：

- (a) 采购标的；
- (b) 提交投标的截止日期，或如适用，提交参与请求或列入多用清单的任何截止日期；及
- (c) 可索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 paragraph 3 as is available to the entity and a statement that interested suppliers should express their interest in the procurement to the procuring entity.

Article 10.8: 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（计划采购通知）。计划采购通知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通知用作意向采购通知，前提是该计划采购通知包含第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及商业和技术能力的必要范围内。

2. 在制定参与条件时，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.

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.

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;

- (a) 不得设定以下条件：供应商必须曾获得缔约方采购实体的一项或多项合同奖项方可参与采购；且

- (b) 如对满足采购要求至关重要，可要求相关先前经验。

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的一方领土内外商业活动的表现，评估其财务能力及商业和技术能力；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. 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.

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.

- (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。

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.

Selective Tendering

4. If a procuring entity intends to use selective tendering, the entity shall:

- (a) include in the notice of intended procurement at least the information specified in Article 10.7.3(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 Article 10.7.3(c), (d), (e), (h) and (i) to the qualified suppliers that it notifies as specified in Article 10.11.3(b).

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.

3. 采购实体不得采用或实施注册系统或资格预审程序，以制造或产生对另一方供应商参与其采购的不必要障碍。

选择性招标

4. 若采购实体拟采用选择性招标，则该实体应：

- (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. 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将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.

Multi-Use Lists

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:

- (a) published annually; and
- (b) if published by electronic means, made available continuously, in the appropriate medium listed in Annex 10-9.

8. The notice provided for in paragraph7 shall include:

- (a) a description of the goods or services, or categories thereof, for which the list may be used;
- (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;

6. 若招标文件未自第4段所述通知发布之日起向公众公开，采购实体应确保这些文件同时提供给依据第5段选定的所有合格供应商。

多用清单

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) 每年发布一次；且
- (b) 若以电子方式发布，则应在附件10-9所列适当媒介中持续提供。

8. 第7款所述通知应包括：

- (a) 清单可能适用的货物或服务或其类别的描述；
- (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相关方法；

- (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.

9. Notwithstanding paragraph 7, if a multi-use list will be valid for three years or less, a procuring entity may publish the notice referred to in paragraph 7 only once, at the beginning of the period of validity of the list, provided that the notice:

- (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.

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.

- (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有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，或未提供有效期时，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. 尽管有第7段规定，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段所述的公告，前提是该公告：

- (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. 采购实体应允许供应商随时申请列入多用清单，并应在合理较短的期限内将所有合格供应商纳入该清单。

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 Article 10.11.2, 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.

Procuring Entities of Annex 10-2

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:

- (a) the notice is published in accordance with paragraph 7 and includes the information required under paragraph 8, 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

11. 如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。除非在特殊情况下，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时间不足为由将该供应商排除在采购考虑范围之外。

附件10-2的采购实体

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) 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通知或只有多用清单上的供应商将收到与多用清单涵盖采购相关的进一步公告；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.

13. A procuring entity covered under Annex 10-2 may 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.

Information on Procuring Entity Decisions

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.

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.

- (b) 实体应及时向已对特定采购表示兴趣的供应商提供充分信息，使其能够评估自身对该采购的兴趣，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. 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。

采购实体决定信息

14. 采购实体应及时告知提交采购参与请求或多用清单列入申请的供应商其关于该请求或申请的决定。

15. 如采购实体拒绝供应商参与采购的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. 在规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；以及
 - (b) 在存在国际标准的情况下，以国际标准为基础制定技术规格；否则，以国家技术法规、公认的国家标准或建筑规范为基础。
3. 当技术规格中采用设计或描述性特征时，采购实体应酌情表明，将通过招标文件中包含“或同等”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.

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.

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.

Tender Documentation

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

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，除非没有其他足够准确或易懂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”等措辞。

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制定或采用特定采购技术规格的建议，该建议来自可能在该采购中具有商业利益的人。

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，前提是须按照本条款执行。

投标文件

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。除非已

provided in the notice of intended procurement, this documentation shall include a complete description of:

- (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;*
- (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;*
- (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;*
- (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;*
- (e) if the procuring entity will hold an electronic auction, the rules, including identification of the elements of the tender related to the evaluation criteria, on which the auction will be conducted;*

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) 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，则包括估计数量及需满足的任何要求，含技术规格、符合性评估认证、计划、图纸或指导材料；
- (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) 实体在合同授予时将采用的所有评估标准，且除价格作为唯一标准外，还需说明这些标准的相对重要性；
- (d) 若采购实体将通过电子方式进行采购，则包括与电子方式提交信息相关的认证、加密要求或其他要求；
- (e) 如采购实体将举行电子拍卖，需说明相关规则，包括确定与评估标准相关的投标要素，拍卖将基于这些要素进行；

- (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.

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.

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.

10. A procuring entity shall promptly:

- (a) make available tender documentation to ensure that interested suppliers have sufficient time to submit responsive tenders;

- (f) 如将进行公开开标，需说明开标的日期、时间和地点，以及适当时授权出席人员；
- (g) 任何其他条款或条件，包括付款条件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. 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进行货物生产、去库存和运输或服务提供所需实际时间等因素。

9. 意向采购通知或招标文件中列明的评估标准可包括但不限于：价格及其他成本因素、质量、技术优势、环境特性和交付条件。

10. 采购实体应及时：

- (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.

Modifications

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:

- (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.

Article10.11: Time-Periods

- (b) 应要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。

修改

11. 如果在合同授予之前，采购实体修改了意向采购通知或提供给参与供应商的招标文件中列出的标准或要求，或者修改或重新发布了通知或招标文件，则应书面传达所有这些修改，或修改或重新发布的通知或招标文件：

- (a) 向所有在修改、修正或重新发布时参与的供应商提供，若这些供应商为实体所知；在其他所有情况下，则以原始信息发布的相同方式提供；以及
- (b) 给予充足的时间，以便这些供应商酌情修改并重新提交修改后的投标书。

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.

一般规定

1. 采购实体应根据其自身的合理需求，为供应商准备和提交参与请求及响应性投标提供充足时间，同时考虑以下因素：

- (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截止日期原则上不得早于意向采购通知发布日期后的25个日历日。若采购实体充分证明确属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 paragraphs 4, 5, 7 and 8 a procuring entity shall establish that the final date for the submission of tenders shall not be less than 40 days 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 paragraph 3 to not less than 10 days where:

- (a) the procuring entity has published a notice of planned procurement as described in Article 10.7.5 at least 40 days and not more than 12 months 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截止日期不得早于以下日期后的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. 采购实体可根据第3款确定的投标时间段缩短至不少于10天，前提是：

- (a) 采购实体已按照第10.7.5条款所述提前至少40日历日且不超过12个月发布计划采购通知，且该计划采购通知包含：
 - (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 Article 10.7.3, as is available;
- (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
 - (c) a state of urgency duly substantiated by the procuring entity renders the time-period for tendering established in accordance with paragraph 3 impracticable.

5. A procuring entity may reduce the time-period for tendering established in accordance with paragraph 3 by five days for each one of the following circumstances:

- (a) the notice of intended procurement is published by electronic means;

- (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) 采购实体针对重复性合同，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) 采购实体充分证实的紧急状态使得根据第3段确定的投标时间段不可行。

5. 采购实体可针对以下每种情形，将根据第3段确定的投标时间段缩短五个日历日：

- (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 paragraph 5, in conjunction with paragraph 4, shall in no case result in the reduction of the time-period for tendering established in accordance with paragraph 3 to less than 10 days 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 paragraph 3 to not less than 13 days, 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 paragraph 3 to not less than 10 days.

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. 尽管本条有任何其他规定，如果采购实体购买商业货物或服务或其任何组合，则可根据第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货物或服务投标，则可根据第3段确定的时间段缩短至不少于10天。

8. 若附件10-2涵盖的采购实体已选定全部或部分合格供应商，投标时间段可通过采购实体与

the selected suppliers. In the absence of agreement, the period shall not be less than 10days.

Article10.12: Negotiation

1. A Party may provide for its procuring entities to conduct negotiations:

- (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.

2. A procuring entity shall:

- (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.

选定供应商之间的相互协议确定。如未达成协议，该期限不得少于10天。

第10.12条：谈判

1. 缔约方可规定其采购实体进行谈判：

- (a) 如该实体已在意向采购通知中表明其拟进行谈判的意图；或
- (b) 如根据评估结果，没有一项投标在意向采购通知或招标文件规定的具体评估标准方面明显最具优势。

2. 采购实体应：

- (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一个共同截止日期，以提交任何新的或修订的投标。

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使用有限招标，并选择不适用第10.7条至第10.9条、第10.10条第7款至第11款、第10.11条、第10.12条、第10.14条和第10.15条：

- (a) 如果：
 - (i) 未提交投标或没有供应商要求参与；
 - (ii) 提交的投标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，且因以下任何原因不存在合理替代或替换的货物或服务：

- (i) 要求涉及艺术品；
- (ii) 保护专利、版权或其他专有权利；或
- (iii) 由于技术原因缺乏竞争；

- (c) 由原供应商进行额外交付，该货物或服务未包含在初始采购中，若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无法更换，例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；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;

- *(e) for goods purchased on a commodity market;*
- *(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;*
- *(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*
- *(h) if a contract is awarded to a winner of a design contest provided that:*
 - *(i) the contest has been organized in a manner that is consistent with the principles of this Chapter, in particular*

货物或服务无法通过公开招标或选择性招标及时获取；

- (e) 在商品市场上购买的货物；
- (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特定研究、实验、考察或原创开发合同过程中应其要求开发的。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回收研发成本而进行的批量生产或供应；
- (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、接管或破产导致的异常处置情形，但不包括从常规供应商处进行的常规采购；或
- (h) 如果合同授予设计竞赛的获胜者，且满足以下条件：
 - (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. 采购实体应就根据第1款授予的每份合同编写书面报告。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款中描述的证明使用有限招标合理性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、并将用于拍卖期间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.

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

- (b) 若合同将依据最有利投标授予，则需提供其投标要素的初步评估结果；以及
- (c) 与拍卖行为相关的任何其他相关信息。

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进行处罚。
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.

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.

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.

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.

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，方可被考虑授予合同。

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，则最低价格。

6. 若采购实体收到的投标价格异常低于其他投标价格，可向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. 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. 采购实体应及时告知参与供应商其合同授予决定，并在供应商要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，采购实体应请求向未中标的供应商解释未选择其投标的原因及中标供应商投标的相对优势。奖项信息发布

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。若实体仅在电子媒介上发布通知，则该信息应在合理期限内保持易于获取。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.

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:

- (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.

Article10.17: Disclosure of Information

Provision of Information to Parties

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,

- (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合理性描述。

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) 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。

第10.17条：信息披露

向缔约方提供信息

1. 应另一方请求，一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.

Non-Disclosure of Information

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.

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:

- (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.

包括成功投标的特性和相对优势信息。若信息发布将损害未来投标的竞争，接收信息的该方不得向任何供应商披露该信息，除非在咨询并提供信息的缔约方同意后。

信息不披露

2. 尽管有本章的其他规定，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. 本章的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) 会妨碍执法；
- (b) 可能损害供应商之间的公平竞争；
- (c) 会损害特定人士的合法商业利益，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，供供应商提出质疑：

- (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息的情况下，未能遵守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提供。

2. 如供应商在涵盖采购中提出投诉，且该供应商当前或曾经拥有利益，声称存在第1款所述的违约或失败情况，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磋商寻求解决投诉。该实体应以不损害供应商参与当前或未来采购或其根据行政或司法审查程序寻求纠正措施的权利的方式，公正且及时地考虑任何此类投诉。

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 10 days from the time when the basis of the challenge became known or reasonably should have become known to the supplier.

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 challenge by a supplier arising in the context of a covered procurement.

5. If a body other than an authority referred to in paragraph 4 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.

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:

- (a) the procuring entity shall respond in writing to the challenge and 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;

3. 应允许每个供应商有足够期限准备并提交质疑，该期限在任何情况下不得少于供应商知晓或理应知晓质疑依据之日起10天。

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，以受理并审查供应商在涵盖采购过程中提出的质疑。

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. 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) 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) 程序参与方（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.

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

- (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、书面形式作出决定或建议, 并应包含对每项决定或建议的依据说明。

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赔偿, 可仅限于准备投标的费用或质疑相关费用, 或

both, if a review body has determined that there has been a breach or a failure as referred to in paragraph 1.

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;

两者兼有，前提是审查机构已确定存在第1款所述的违约或失败。

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，缔约方在下列情况下无需提供补偿性调整：

- (a) 所涉修改为微小调整或纯形式性质的更正；或

- (b) 拟议的修改涵盖了一个缔约方已有效消除其控制或影响的实体。

4. 如果另一方对以下事项提出争议：

- (a) 根据第3(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).

Chapter 11: Intellectual property

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.

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

- (b) 拟议的修改是微小调整或根据第3(a)条的更正；或
- (c) 拟议的修改涵盖了一个实体，该缔约方已根据第3(b)条有效消除了对其的控制或影响，

应在收到第2(a)条所述通知后30天内提出书面反对，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。

第11章：知识产权

第11.1条：目标

本章的目标是：

- (a) 在知识产权权利人权利与知识产权使用者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，促进国际贸易及经济、社会和文化发展；以及
- (c) 促进知识产权执法，除其他外，旨在消除侵犯知识产权的货物贸易。

第11.2条：国际协议的确认

1. 缔约方确认其在WTO与贸易有关的知识产权协定(TRIPS协定)及其他双方均为缔约方的知识产权协议下的权利和义务。
2. 缔约方确认，TRIPS协定能够且应当以支持WTO成员保护公众权利的方式加以解释和实施。