

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. 缔约方不得对电子交付产品征收关税、费用或收费。
2. 为进一步明确，第1款并不妨碍缔约方对电子交付产品征收国内税或其他国内收费，只要此类税收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

若本章与本协定其他章节存在不一致，则以其他章节的规定为准，不一致部分除外。

加拿大-乌克兰自由贸易协定文本——第9章：竞争政策、垄断及国有企业

第9.1条：定义

就本章节而言：

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后，决定设立、授权或扩大垄断范围以涵盖另一商品或服务；**政府垄断**指由一缔约方的国家政府通过所有权权益拥有或控制的垄断，或由另一此类垄断拥有或控制的垄断；

根据商业考虑指与相关商业部门或行业中私营企业的正常商业惯例一致；

市场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被视为垄断的实体；**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. 缔约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不符合本协定正常运作的要求，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. 各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.

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.

6. Each Party shall maintain its independence in developing and enforcing its competition law.

7. This Article is not subject to any form of dispute settlement under this Agreement.

Article 9.3: Monopolies

1. This Agreement does not prevent a Party from maintaining or designating a monopoly.

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

这些措施的排除条款应保持透明。各缔约方应向另一缔约方提供其竞争法下关于此类排除条款的公开信息。

5. 缔约方认识到合作的重要性，旨在终止反竞争商业行为及其对贸易的不利影响。缔约方可通过各自的主管机关开展此类合作。合作应在必要时包括缔约方之间的信息交流，除非此类交流根据提供信息的缔约方立法属于保密内容。

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. 本条不适用本协定项下任何形式的争端解决。

第9.3条：垄断

1. 本协定不妨碍一缔约方维持或指定垄断。

2. 如一缔约方拟指定垄断且该指定可能影响另一缔约方个人利益，指定

Party shall, whenever possible, provide prior written notification of the designation to the other Party.

3. Each Party shall ensure that a privately owned monopoly that it designates or a government monopoly that it maintains or designates:

- (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;
- (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);
- (c) provides non-discriminatory treatment in its purchase or sale of the monopoly good or service in the relevant market; and
- (d) does not use its monopoly position to directly or indirectly engage in anti-competitive practices in a non-monopolized

缔约方应尽可能事先向另一缔约方提供该指定的书面通知。

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) 在行使缔约方授予的与垄断商品或服务相关的监管、行政或其他政府权力（如授予进出口许可证、批准商业交易或实施配额、费用或其他收费的权力）时，其行为应符合该缔约方在本协定项下的义务；
- (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），但为遵守符合(c)或(d)项规定的指定条款除外；
- (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) 不利用其垄断地位在其领土内非垄断的

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.

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.

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.

Article 9.4: State Enterprises

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

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,

市场中直接或间接从事反竞争行为，从而对另一缔约方产生不利影响，包括通过垄断者与其母公司、子公司或共同所有权企业的交易。

4. 第3款不适用于政府机构为政府目的采购商品或服务，且不以商业转售为目的，或不以用于生产商品或提供服务进行商业销售为目的的情形。

5. 为进一步明确，第3款中“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指销售指定垄断商品或服务，对于指定垄断买方而言指购买指定垄断商品或服务。

第9.4条：国有企业

1. 本协定不阻止缔约方维持或设立国有企业。

2. 每一缔约方应确保其维持或设立的国有企业，在该企业行使缔约方授予的监管、行政或其他政府权力（例如征用、授予许可证的权力）时，其行为方式符合该缔约方的义务。

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缔约方或其国民或企业直接或间接拥有或控制的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

就第9.4.3条而言，“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：

第10.1条：定义

就本章而言：