

本文档由 funston 关于海关相关事宜,包括税则号列的协调。工作组应根据需要经常召开会议,并向委员会报告其审议情况。

on Customs related issues including harmonisation of tariff headings. The Working Group shall meet as often as required and shall report to the Committee on its deliberations.

3. The Committee shall accord adequate opportunities for consultation on representations made by any Contracting Party with respect to any matter affecting the Implementation of the Agreement. The Committee shall adopt appropriate measures for settling any matter arising from such representations within 6 months of the representation being made. Each Contracting Party shall implement such measures immediately.
4. The Committee shall nominate one apex chamber of trade and industry in each country as the nodal chamber to represent the views of the trade and industry on matters relating to this Agreement.

Article XII

Consultations

1. Each Contracting Party shall accord sympathetic consideration to and shall afford adequate opportunity for, consultations regarding such representations as may be made by the other Contracting Party with respect to any matter affecting the operation of this Agreement.
2. The Committee may meet at the request of a Contracting Party to consider any matter for which it has not been possible to find a satisfactory solution through consultations under paragraph 1 above.

Article XIII

Settlement of Disputes

1. Any dispute that may arise between commercial entities of the Contracting Parties shall be referred for amicable settlement to the nodal apex chambers. Such references shall, as far as possible, be settled through mutual consultations by the Chambers. In the event of an amicable solution not being found, the matter shall be referred to an Arbitral Tribunal for a binding decision. The Tribunal shall be constituted by the Joint Committee in consultation with the relevant Arbitration Bodies in the two countries.
2. Any dispute between the Contracting Parties regarding the interpretation and application of the provisions of this Agreement or any instrument adopted within its framework shall be amicably settled through negotiations failing which a notification may be made to the Committee by any one of the Contracting Parties.

Article XIV

Duration and Termination of Agreement

This Agreement shall remain in force until either Contracting Party terminates this Agreement by giving six months written notice to the other of its intention to terminate the Agreement.

Article XV

Amendments

1. The Agreement may be modified or amended through mutual agreement of the Contracting Parties. Proposals for such modifications or amendments shall be submitted to the Joint Committee and upon acceptance by the Joint Committee, shall be approved in accordance with the applicable legal procedures of each Contracting Party. Such modifications or amendments shall become effective when confirmed through an exchange of diplomatic notes and shall constitute an integral part of the Agreement.
2. Provided however that in emergency situations, proposals for modifications may be considered by the Contracting parties and if agreed, given effect to through an exchange of diplomatic notes.

Article XVI

委员会应为任何缔约方就影响本协议实施的任何事项提出的陈述提供充分的磋商机会。3.委员会应采取适当措施,在陈述提出后6个月内解决由此产生的任何事项。各缔约方应立即实施此类措施。

委员会应指定各国一个工商业最高商会作为节点商会, 4.代表工商业就与本协议相关的事项发表意见。

第十二条

磋商

各缔约方应给予同情的考虑,并为另一方缔约方就影响本协议实施的任何事项提出的陈述1.提供充分的磋商机会。

委员会可应一缔约方请求召开会议,审议根据上述第1款磋商未能2.找到满意解决方案的任何事项。

第十三条

争端解决

缔约方商业实体之间可能产生的任何争端应提交至双方最高节点商会寻求友好1.解决。此类提交应尽可能通过商会间的相互磋商解决。若未能达成友好解决方案,则应将事项提交仲裁庭作出有约束力的裁决。该仲裁庭由联合委员会与两国相关仲裁机构协商后组建。

缔约方之间关于本协议条款或其框架内通过的任何文书解释与适用的任何争端,应通过谈判友好解决;若谈判未果,任一缔约方可向委员会发出通知。2.

第十四条

协议的期限和终止

本协议将持续有效,直至任一缔约方向另一方发出终止协议的书面通知六个月后终止。

第十五条

修正案

本协议可通过缔约方双方协议进行修改或修正。此类修改或修正的提案应提交联合委员会,经联合委员会接受后,应按照各缔约方适用的法律程序批准。此类修改或修正在外交换文确认后生效,并构成协议不可分割的一部分。1.

但在紧急情况下,缔约方可考虑修改提案,如达成一致,可通过外交换文使其生效。2.

第十六条