#### ASEAN AGREEMENT ON ELECTRONIC COMMERCE

The Governments of Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand, and the Socialist Republic of Viet Nam, Member States of the Association of Southeast Asian Nations (ASEAN) (hereinafter collectively referred to as "Member States" or individually as "Member State");

**RECOGNISING** the role of electronic commerce (ecommerce) in driving economic growth and social development in the ASEAN region;

**VALUING** the contribution of e-commerce in enhancing connectivity and sectoral cooperation in the ASEAN region as embodied in the ASEAN Economic Community (AEC) Blueprint 2025 as adopted on 22 November 2015;

**BUILDING** upon Article 5 (Facilitation of the Growth of Electronic Commerce) of the *e-ASEAN Framework Agreement* signed by ASEAN Leaders on 24 November 2000 in Singapore;

**ACKNOWLEDGING** the important contribution of e-commerce in facilitating cross-border trade and investment, and in significantly lowering the barriers to entry and operating costs for businesses, particularly Micro, Small and Medium Enterprises;

**EMPHASISING** the importance of coordination and cooperation among Member States to advance the

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#### 东盟电子商务协议

文莱达鲁萨兰国、柬埔寨王国、印度尼西亚共和国、老挝人民 民主共和国、马来西亚、缅甸联邦共和国、菲律宾共和国、新 加坡共和国、泰王国及越南社会主义共和国等东南亚国家联盟 (东盟)成员国(以下统称"成员国"或单独称为"成员国");

认识到电子商务在推动东盟地区经济增长和社会发展中的作用;

重视电子商务对增强东盟地区互联互通及部门合作的贡献,如 2015年11月22日通过的《东盟经济共同体2025年蓝图》所体现;

基于2000年11月24日东盟领导人在新加坡签署的《电子东盟框架协议》第5条(促进电子商务发展)的成果;

认识到电子商务在促进跨境贸易和投资方面的重要贡献,以及在显著降低企业(尤其是微型、小型和中型企业)的进入壁垒和运营成本方面的作用;

强调成员国之间协调与合作对推进

development and use of e-commerce in the ASEAN region; and

**RECOGNISING** the need to facilitate cross-border ecommerce transactions in the ASEAN region to maximise the benefits of regional economic integration,

#### **HAVE AGREED AS FOLLOWS:**

# ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

- (a) **ATISA** means the ASEAN Trade in Services Agreement;
- (b) **Computing facilities** means computer servers and storage devices for processing or storing information for commercial use;
- (c) Electronic authentication means the process of testing an electronic statement or claim in order to establish a level of confidence in the reliability of that statement or claim;
- (d) **Electronic signature** has for each Member State the meaning set out in its laws and regulations;
- (e) **GATS** means the *General Agreement on Trade in Services*;
- (f) **Juridical person** means any legal entity duly constituted or otherwise organised under applicable law of a Member State, whether for profit or otherwise, and whether privately-owned or governmentally-owned, including any corporation,

东盟地区电子商务发展与使用的重要性; 以及

认识到有必要促进东盟地区的跨境电子商务交易,以最大化区域经济一体化的效益,

达成如下协议:

#### 第一条 定义

### 为本协议之目的:

(a) ATISA指《东盟服务贸易协定》; (b) 计算设施指用于商业用途处理或存储信息的计算机服务器和存储设备; (c) 电子认证指测试电子陈述或声明以确立对该陈述或声明可靠性信任水平的过程; (d) 电子签名在各成员国中的含义以其法律法规规定为准; (e) GATS指《服务贸易总协定》; (f) 法人指根据成员国适用法律正式组建或以其他方式组织的任何法律实体,无论是否以营利为目的,也无论私有或政府所有,包括任何公司、

trust, partnership, joint venture, sole proprietorship or association;

- (g) **Juridical person of another Member State** means a juridical person which is either:
  - (i) constituted or otherwise organised under the law of that other Member State, and is engaged in substantive business operations in the territory of that Member State or any other Member State; or
  - (ii) in the case of the supply of a service through commercial presence, owned or controlled by:
    - (1) natural persons of that Member State; or
    - (2) juridical persons of that other Member State identified under subparagraph (i);
- (h) A juridical person is:
  - (i) **owned** by persons of a Member State if more than 50 per cent of the equity interest in it is beneficially owned by persons of that Member State;
  - (ii) **controlled** by persons of a Member State if such persons have the power to name a majority of its directors or otherwise to legally direct its actions;
  - (iii) affiliated with another person when it controls, or is controlled by, that other person; or when it and the other person are both controlled by the same person;

信托、合伙、合资企业、独资企业或协会;

- (g) 另一成员国法人指符合以下任一条件的法人:
  - (i) 根据该另一成员国法律组建或以其他方式组织, 并在该成员国或任何其他成员国领土内从事实质性 业务运营;或(ii) 在通过商业存在提供服务的情况 下,由以下主体拥有或控制:(1)该成员国的自然人; 或(2)根据第(i)项确定的该另一成员国法人;

### (h) 法人是指:

(i) 由一成员国人员拥有,若其50%以上的股权权益 由该成员国人员实益拥有; (ii) 由一成员国人员控 制,若该等人员有权任命其多数董事或以其他方式 合法指导其行动; (iii) 与另一人员附属,当其控制 或被该另一人员控制时;或当其与该另一人员均被 同一人员控制时;

- (i) Natural person of another Member State means a natural person who under the law of that Member State:
  - (i) is a national or citizen of that Member State; or
  - (ii) has the right of permanent residence in that Member State, where both that Member State and the Member State in which the person supplies services recognise permanent residents and accord substantially the same treatment to their respective permanent residents as they accord to their respective nationals in respect of measures affecting trade in services;
- (j) **Personal information** means any information, including data, about an identified or identifiable individual; and
- (k) Trade administration documents means forms issued or controlled by a Member State which must be completed by or for an importer or exporter in relation to the import or export of goods.

## ARTICLE 2 OBJECTIVES

The objectives of this Agreement are to:

- (a) facilitate cross-border e-commerce transactions in the ASEAN region;
- (b) contribute to creating an environment of trust and confidence in the use of e-commerce in the ASEAN region; and
- (c) deepen cooperation among Member States to further develop and intensify the use of e-commerce

- (i) 另一成员国自然人指根据该成员国法律具有自然人身份者:
  - (i) 是该成员国的国民或公民;或(ii) 在该成员国拥有永久居留权,且该成员国与提供服务者所在成员国均承认永久居民,并在影响服务贸易的措施方面给予其各自永久居民与国民基本相同的待遇;

- (j) 个人信息指关于已识别或可识别的个人的任何信息, 包括数据;及
- (k) 贸易管理文件指由成员国签发或控制的表格,必须由进口商或出口商或其代理人为货物进出口目的填写。

#### 第二条 目标

### 本协议的目标是:

- (a) 促进东盟地区的跨境电子商务交易; (b) 为在东盟地区使用电子商务创造信任和信心的环境做出贡献; 以及
- (c) 深化成员国之间的合作,以进一步发展和加强电子商 务的使用

to drive inclusive growth and narrow development gaps in the ASEAN region.

### ARTICLE 3 SCOPE

- 1. This Agreement shall apply to measures adopted or maintained by a Member State that affect e-commerce.
- 2. This Agreement shall not apply to government procurement.

# ARTICLE 4 RELATION TO OTHER AGREEMENTS

- 1. Nothing in this Agreement shall derogate from the existing rights and obligations of a Member State under any other relevant ASEAN agreements<sup>1</sup> to which it is a party.
- 2. In the event of any inconsistency between this Agreement and any other relevant ASEAN agreement, that ASEAN agreement shall prevail to the extent of the inconsistency.

# ARTICLE 5 PRINCIPLES

- 1. In the development and promotion of e-commerce, the role of each Member State shall be geared towards providing an enabling legal and regulatory environment, providing a conducive and competitive business environment, and protecting the public interest.
- 2. The legal and regulatory frameworks in each Member State to support e-commerce shall take into account internationally adopted model laws, conventions, principles or guidelines.

<sup>1</sup> The ATISA shall be deemed to be a relevant ASEAN agreement under this paragraph regardless of the date of entry into force of the ATISA.

#### 第三条 范围

- 1. 本协议适用于成员国制定或维持的影响电子商务的措施。
- 2. 本协议不适用于政府采购。

### 第四条 与其他协议的关系

- 1. 本协议不得减损成员国作为缔约方的其他相关东盟协议<sup>1</sup> 项下现有的权利和义务。
- 2. 若本协议与其他相关东盟协议存在不一致,则以该东盟协议为准,不一致部分除外。

#### 第五条 原

则

- 1. 在发展和促进电子商务时,各成员国的作用应致力于提供有利的法律和监管环境,营造有利且竞争性的商业环境,并保护公共利益。
- 2. 各成员国支持电子商务的法律和监管框架应考虑到国际采用的示范法、公约、原则或指南。

<sup>1</sup> 无论《东盟服务贸易协定》的生效日期为何,该协定均应被视为本款下的相关东盟协议。

- 3. Each Member State shall encourage the use of alternative dispute resolution to facilitate the resolution of claims over e-commerce transactions.
- 4. Member States shall endeavour to recognise the importance of the principle of technology neutrality and recognise the need for alignment in policy and regulatory approaches among Member States to facilitate cross border e-commerce.

## ARTICLE 6 COOPERATION

- 1. Each Member State shall cooperate in areas including:
  - (a) Information and Communication Technology (ICT) infrastructure;
  - (b) education and technology competency;
  - (c) online consumer protection;
  - (d) e-commerce legal and regulatory frameworks;
  - (e) electronic transaction security, including protection of online personal information;
  - (f) electronic payment and settlement;
  - (g) trade facilitation;
  - (h) intellectual property rights;
  - (i) competition;
  - (j) cybersecurity; and
  - (k) logistics to facilitate e-commerce.

- 3. 各成员国应鼓励使用替代性争议解决方式,以促进电子商务交易索赔的解决。
- 4. 成员国应努力认识到技术中立原则的重要性,并认识到成员国之间政策和监管方法协调一致对促进跨境电子商务的必要性。

### 第六条 合作

- 1. 各成员国应在包括以下领域开展合作:
  - (a) 信息和通信技术(ICT) 基础设施; (b) 教育和技术能力; (c) 在线消费者保护; (d) 电子商务法律和监管框架; (e) 电子交易安全,包括在线个人信息保护; (f) 电子支付和结算; (g) 贸易便利化; (h) 知识产权; (i) 竞争; (j) 网络安全; (k) 促进电子商务的物流。

- 2. Each Member State shall undertake the following cooperation initiatives, as appropriate:
  - (a) sharing of information and experiences, and identifying best practices;
  - (b) implementing programmes or projects to provide assistance to Member States to enhance their domestic regulatory frameworks in support of ecommerce and to promote broader application of ecommerce; and
  - (c) establishing cooperation mechanisms among competent authorities to facilitate prompt investigation and resolution of fraudulent incidents related to e-commerce transactions and other matters agreed to by Member States.

# ARTICLE 7 FACILITATING CROSS-BORDER E-COMMERCE

### Paperless Trading

Each Member State shall expand the use of electronic versions of trade administration documents and facilitate the exchange of electronic documents through the use of ICT consistent with the provisions of the *ASEAN Agreement on Customs* signed on 30 March 2012 in Phnom Penh, Cambodia, and other international agreements on paperless trading to which Member States are parties.

### 2. Electronic Authentication and Electronic Signatures

(a) Except in circumstances otherwise provided for under its laws and regulations, a Member State shall not deny the legal validity of a signature solely on the basis that the signature is in electronic form.

#### 2. 各成员国应根据实际情况采取以下合作倡议:

(a) 信息和经验共享,并确定最佳实践; (b) 实施计划或项目,为成员国提供援助,以加强其支持电子商务的国内监管框架,并促进电子商务的更广泛应用; (c) 在主管部门之间建立合作机制,以便利及时调查和解决与电子商务交易相关的欺诈事件以及成员国商定的其他事项。

#### 第7条 促进跨境电子商务

### 1. 无纸化贸易

各成员国应扩大贸易管理文件的电子版本的使用,并通过使用信息和通信技术促进电子文件交换,同时遵守 2012年3月30日在柬埔寨金边签署的东盟海关协定以及成员国作为缔约方的其他无纸化贸易国际协定的规定。

### 2. 电子认证和电子签名

(a) 除非其法律法规另有规定,成员国不得仅以签名为电子形式为由否认该签名的法律效力。

- Note: Cambodia, Lao PDR and Myanmar shall not be obliged to implement subparagraph (a) for a period of five years after the date of entry into force of this Agreement.
- (b) Each Member State shall maintain or adopt, as soon as practicable, measures based on international norms for electronic authentication that:
  - (i) permit participants in electronic transactions to determine the appropriate authentication technologies and implementation models for their electronic transactions;
  - (ii) do not limit the recognition of authentication technologies and implementation models; and
  - (iii) permit participants in electronic transactions to have the opportunity to prove that their electronic transactions comply with that Member State's laws and regulations with respect to authentication.
- (c) Notwithstanding subparagraph (b), each Member State may require that, for a particular category of electronic transactions, the method of authentication meet certain performance standards or be certified by an authority accredited in accordance with the laws and regulations of that Member State.
- (d) Each Member State shall encourage the use of interoperable electronic authentication.
- 3. Online Consumer Protection
  - (a) Member States recognise the importance of adopting and maintaining transparent and effective

- 注: 柬埔寨、老挝人民民主共和国和缅甸不得 有义务在本协议生效日期后五年内实施(a)项。
- (b) 各成员国应尽快维持或采取基于 国际规范的电子认证措施,这些措施应:
- (i) 允许电子交易参与者为其电子交易确定适当的认证技术和实施模式; (ii) 不限制对认证技术和实施模式的认可; 且(iii) 允许电子交易参与者有机会证明其电子交易符合该成员国关于认证的法律法规。(c) 尽管有(b) 项规定, 各成员国可要求特定类别的电子交易采用满足特定性能标准或经根据该成员国法律法规认可的机构认证的认证方法。(d) 各成员国应鼓励使用可互操作的电子认证。

- 3. 在线消费者保护
  - (a) 成员国认识到采用和维护透明和有效的

consumer protection measures for e-commerce as well as other measures conducive to the development of consumer confidence.

(b) Each Member State shall provide protection for consumers using e-commerce that affords a similar level of protection to that provided for consumers of other forms of commerce under its relevant laws, regulations and policies.

Note: Cambodia, Lao PDR and Myanmar shall not be obliged to implement subparagraph (b) for a period of five years after the date of entry into force of this Agreement.

(c) Member States recognise the importance of cooperation between their respective competent authorities in charge of consumer protection on activities related to e-commerce in order to enhance consumer protection.

# 4. Cross-border Transfer of Information by Electronic Means

- (a) Member States recognise the importance of allowing information to flow across borders through electronic means, provided that such information shall be used for business purposes, and subject to their respective laws and regulations.
- (b) Member States agree to facilitate cross-border ecommerce by working towards eliminating or minimising barriers to the flow of information across borders, including personal information, subject to appropriate safeguards to ensure security and confidentiality of information, and when other legitimate public policy objectives so dictate.

电子商务消费者保护措施以及其他有助于发展消费者信心的措施的重要性。

(b) 各成员国应为使用电子商务的消费者提供保护,其保护水平应与其相关法律、法规和政策为其他形式商业消费者提供的保护相当。

注: 柬埔寨、老挝人民民主共和国和缅甸在本协议生 效之日起五年内无需履行(b)项义务。

(c) 成员国认识到各自负责消费者保护的主管部门之间就 电子商务相关活动开展合作的重要性,以加强消费者保 护。

### 4. 电子方式跨境传输信息

(a) 成员国认识到 允许信息以电子方式跨境流动的重要性,前提是该 等信息须用于商业目的,并遵守各自的法律法规。

(b) 成员国同意促进跨境电子商 通过努力消除或最小化跨境信息流动(包括个人信 息)的障碍来促进电子商务,同时采取适当保障措 施确保信息的安全和保密,并在其他合法的公共政 策目标有此要求时予以遵循。 (c) Subparagraphs (a) and (b) shall not apply to financial services and financial service suppliers as defined in the *Annex on Financial Services* of GATS.

#### 5. Online Personal Information Protection

- (a) Each Member State shall adopt or maintain measures to protect the personal information of the users of e-commerce.
- (b) A Member State shall not be obliged to implement subparagraph (a) before the date on which that Member State enacts laws or regulations to protect the personal information of e-commerce users.
- (c) In the development of personal information protection measures, each Member State shall take into account international principles, guidelines and criteria of relevant international bodies.

### 6. Location of Computing Facilities

- (a) Member States recognise that each Member State may have its own regulatory requirements regarding the use of computing facilities, including requirements that seek to ensure the security and confidentiality of communications.
- (b) Member States agree not to require, subject to their respective laws and regulations, a juridical person of another Member State and its affiliated companies to locate their computing facilities in their respective territories as a requirement for operating a business in their respective territories.
- (c) Subparagraphs (a) and (b) shall not apply to financial services and financial service suppliers as

(c) 第(a)项和第(b)项不适用于《服务贸易总协定》金融服务附件中定义的金融服务和金融服务供应商。

#### 5. 在线个人信息保护

(a) 各成员国应采取或维持措施,以保护电子商务用户的个人信息。(b) 成员国在颁布保护电子商务用户个人信息的法律法规之前,无义务实施第(a)项。(c) 在制定个人信息保护措施时,各成员国应考虑相关国际机构的国际原则、指南和标准。

### 6. 计算设施的位置

(a) 成员国认识到,各成员国可能对计算设施的使用有其自身的监管要求,包括旨在确保通信的安全性和保密性的要求。(b) 成员国同意,根据各自的法律法规,不要求另一成员国的法人及其附属公司在其各自领土内设置计算设施,作为在其各自领土内开展业务的要求。(c) 第(a)项和第(b)项不适用于

金融服务及金融服务供应商如

defined in the *Annex on Financial Services of* GATS.

# ARTICLE 8 CYBERSECURITY

Member States recognise the importance of:

- (a) building the capabilities of their national entities responsible for cybersecurity including through the exchange of best practices; and
- (b) using existing collaboration mechanisms to cooperate on matters related to cybersecurity.

# ARTICLE 9 ELECTRONIC PAYMENT

- 1. Member States recognise the importance of safe and secure, efficient, and interoperable e-payment systems while taking into account the readiness of each Member State in terms of capacity, infrastructure, and regulation of e-payment systems.
- 2. Each Member State shall encourage the use of safe and secure, efficient, and interoperable e-payment systems to facilitate e-commerce in accordance with its laws and regulations.

# ARTICLE 10 LOGISTICS

- 1. Member States recognise the importance of efficient cross-border logistics.
- 2. Each Member State shall endeavour to lower the cost and improve the speed and reliability of supply chains.

#### 《服务贸易总协定》金融服务附件所定义。

#### 第八条 网络安全

成员国认识到以下方面的重要性:

- (a) 建设其国家实体的能力 包括通过最佳实践交流来负责网络安全;以及
- (b) 利用现有合作机制 就网络安全相关事宜开展合作。

### 第九条 电子支付

- 1. 成员国认识到安全可靠、高效且可互操作的电子支付系统的重要性,同时考虑到各成员国在电子支付系统的能力、基础设施和法规方面的准备情况。
- 2. 各成员国应根据其法律法规, 鼓励使用安全可靠、高效且可互操作的电子支付系统, 以促进电子商务。

### 第十条 物流

- 1. 成员国认识到高效跨境物流的重要性。
- 2. 各成员国应努力降低供应链成本并提高其速度和可靠性。

# ARTICLE 11 STAKEHOLDER ENGAGEMENT

Each Member State shall regularly engage with relevant stakeholders, including the private sector, academic institutions, international organisations, and other relevant partners, to promote the exchange of information and generate feedback, inputs or proposals on the development of e-commerce.

## ARTICLE 12 DOMESTIC REGULATORY FRAMEWORK

Each Member State shall maintain, or adopt as soon as practicable, laws and regulations governing electronic transactions taking into account applicable international conventions or model laws relating to e-commerce.

### ARTICLE 13 TRANSPARENCY

- 1. Each Member State shall publish as promptly as possible or, where that is not practicable, otherwise make publicly available all relevant measures of general application pertaining to or affecting the operation of this Agreement. The form of publication shall include online publication where feasible.
- 2. Each Member State shall respond as promptly as possible to requests by another Member State for specific information on any of its measures of general application pertaining to or affecting the operation of this Agreement.

# **ARTICLE 14 EXCEPTIONS**

Articles XIV and XIV *bis* of GATS are incorporated into and made part of this Agreement, *mutatis mutandis*.

#### 第11条 利益相关方参与

各成员国应定期与利益相关方(包括私营部门、学术机构、国际组织及其他相关合作伙伴)进行接触,以促进信息交流,并就电子商务发展收集反馈、意见或建议。

#### 第12条 国内监管框架

各成员国应维持或尽快制定规范电子交易的法律法规,同时考虑与电子商务相关的适用国际公约或示范法。

#### 第13条 透明度

- 1. 各成员国应尽快公布,或在不可行时以其他方式公开所有与本协议运作相关或影响其运作的普遍适用的措施。公布形式在可行情况下应包括在线发布。
- 2. 各成员国应尽快回应另一成员国关于其任何普遍适用措施的具体信息请求,这些措施与本协议运作相关或影响其运作。

#### 第14条 例外

《服务贸易总协定》第十四条及第十四条之二经必要修改后纳入本协议,并构成本协议的一部分。

# ARTICLE 15 DISPUTE SETTLEMENT

- 1. The ASEAN Protocol on Enhanced Dispute Settlement Mechanism signed on 29 November 2004 in Vientiane, Lao PDR, or its successor, shall apply to the settlement of disputes concerning the interpretation or implementation of this Agreement.
- 2. Paragraph 1 shall not apply to Article 6 (Cooperation).

# ARTICLE 16 INSTITUTIONAL ARRANGEMENTS

- 1. The ASEAN Senior Economic Officials Meeting (SEOM) shall oversee the implementation of this Agreement. SEOM shall task the ASEAN Coordinating Committee on Electronic Commerce (ACCEC) to coordinate, monitor and review the implementation of this Agreement in collaboration with other ASEAN sectoral bodies, with the support of the ASEAN Secretariat.
- 2. SEOM shall regularly update the ASEAN Economic Ministers Meeting on the status of implementation of this Agreement based on the status reports submitted by ACCEC.

#### ARTICLE 17 REVIEW

Member States shall undertake a joint review<sup>2</sup> of this Agreement no later than three years from the date of entry into force of this Agreement and every three years thereafter, unless otherwise agreed by Member States. Such review shall include considering the need for additional commitments under this Agreement.

#### 第15条 争端解决

- 1.2004年11月29日在老挝人民民主共和国万象签署的《东盟加强争端解决机制议定书》或其后续文件,应适用于解决与本协议解释或实施有关的争议。
- 2. 第1款不适用于第6条(合作)。

### 第16条 机构安排

- 1. 东盟高级经济官员会议(SEOM)应监督本协议的实施。东盟高级经济官员会议应责成东盟电子商务协调委员会(ACCEC)在东盟秘书处的支持下,与其他东盟部门机构协作,协调、监督和审议本协议的实施情况。
- 2. 东盟高级经济官员会议应根据东盟电子商务协调委员会提交的实施情况报告,定期向东盟经济部长会议更新本协议的实施进展。

### 第17条 审议

成员国应在本协议生效日期后不超过三年内<sup>2</sup> 共同审查本协议, 此后每三年审查一次, 除非成员国另有相互协议。此类审查应包括考虑本协议下是否需要额外承诺。

<sup>&</sup>lt;sup>2</sup> This review shall include, but not be limited to, paragraphs 4 and 6 of Article 7 (Facilitating Cross-Border E-Commerce), as mutually agreed by Member States.

<sup>2</sup> 此项审查应包括但不限于第7条(促进跨境电子商务)第4款和第6款,具体由成员国共同商定。

# ARTICLE 18 AMENDMENTS

The provisions of this Agreement may be amended by mutual agreement of the Member States in writing.

### ARTICLE 19 ENTRY INTO FORCE

- 1. This Agreement shall enter into force upon the deposit of the instruments of ratification, approval or acceptance by the Member States with the Secretary-General of ASEAN.
- 2. The Secretary-General of ASEAN shall promptly notify the Member States of the deposit referred to in paragraph 1.
- 3. This Agreement shall be deposited with the Secretary-General of ASEAN, who shall promptly furnish a certified copy thereof to each Member State.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

**DONE** at , this day of in the Year , in a single original copy in the English language.

For Brunei Darussalam:

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第十八条 修正

案

本协议的规定可经成员国书面相互协议予以修订。

#### 第十九条 生效

- 1. 本协议应在各成员国向东盟秘书长交存批准、核准或接受书后生效。
- 2. 东盟秘书长应立即将第1款所述交存情况通知各成员国。
- 3. 本协议应交存东盟秘书长,秘书长应立即向各成员国提供一份经核证的副本。

兹证明, 签署人经各自政府正式授权, 已签署本协议。

签署于 , 兹于[日期]日 年 , 以英文单一正本形式

对于文莱达鲁萨兰国:

For the Kingdom of Cambodia:	对于柬埔寨王国:
For the Republic of Indonesia:	印度尼西亚共和国代表:
For the Lao People's Democratic Republic:	老挝人民民主共和国代表:
For Malaysia:	马来西亚:

For the Republic of the Union of Myanmar:	缅甸联邦共和国:
For the Republic of the Philippines:	菲律宾共和国代表:
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For the Republic of Singapore:	新加坡共和国代表:
For the Kingdom of Thailand:	泰王国代表:

For the Socialist Republic of Viet Nam:	越南社会主义共和国代表: